COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6769

This contract entered into this 11th day of December, 2023, by Planet Technologies, 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.
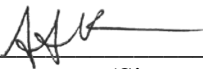
      PERIOD OF PERFORMANCE: From 12/11/2023 through 12/10/2024 with four (4) one-year renewal options.

The contract documents shall consist of:

    (1)   This signed form;

    (2)   The following portions of the Request for Proposal RFP FDC-1175 dated June 15, 2023
         (a)   The Statement of Needs,
         (b)   The General Terms and Conditions,
         (c)   The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
         (d)   Addendum No. One, dated July, 25, 2023
         (e)   Addendum No. Two, dated August 3, 2023

    (3)   The Contractor's Proposal dated August 2, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
         (a)   Negotiations Summary, dated December 1, 2023
         (b)   Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated October 26, 2023, which shall govern in the event of conflict.

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
Steve Winter	
(Printed Name)	(Printed Name)
Title: Executive Vice President	Title: Buyer Senior
Planet Technologies, Inc.	

Rev. 5/12/21

RFP # FDC-1175 Information Technology Consulting Services
Negotiation Summary for Planet Technologies, Inc.

December 1, 2023

1. Parties agree that this Negotiation Summary modifies RFP# FDC-1175 and the Contractor's initial response to RFP# FDC-1175, and in the event of conflict this negotiation summary shall take precedence.

2. Contractor's pricing schedule for the Purchasing Agency is as follows:
    (All prices are in US Dollars and per hour rates)

Desktop and Mobile Device Management	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	205.00	203.00
Engineer	195.00	193.00

Change Mgmt. Training, Svcs, and Certs	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	215.00	212.00
Engineer	205.00	203.00

Microsoft Azure and M365	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	205.00	203.00
Engineer	195.00	193.00

Security and Federation Services	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	215.00	212.00
Engineer	205.00	203.00

Data Analytics/Visualization/ Warehouse/Lake	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	215.00	212.00
Engineer	205.00	203.00

Secure Research Enclaves	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	215.00	212.00
Engineer	205.00	203.00

Other Technology	Onsite	Offsite
Project Manager	150.00	146.00
Senior Engineer	250.00	250.00
Engineer	205.00	203.00

**Additional services and corresponding pricing details are outlined in on pages 35 and 36 of the initial proposal response.

3. Onsite pricing shall be inclusive of all travel costs.

4. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.

5. Contractor shall provide detailed invoicing to include project title, number of hours worked onsite and/or offsite, role of individual(s) performing the work, and specific tasks performed.

6. The University may also request that these services be provided as a fixed-fee project, as would be mutually agreed to prior to services being rendered, with deliverables billed upon completion of milestones.

7. The University may also request that these services be provided as a monthly subscription service, as would be mutually agreed to prior to services being rendered, with deliverables determined by monthly service requirements.

8. The Purchasing Agency reserves the right to reject any assigned personnel at any time with or without cause. Contractor shall provide a suitable replacement within a timely manner.

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

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

</div>

AGENCY NAME: <u>James Madison University</u>

CONTRACTOR NAME: <u>Planet Technologies, Inc.</u>

DATE: <u>26 Oct 2023</u>

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 Contractor 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 X // 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 <u>James Madison University.</u> 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 defend, 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;**
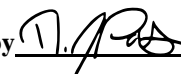
9.   **Delaying the acceptance of this contract or its effective date beyond the date of execution;**

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 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 _____   **CONTRACTOR by** _____

Title   Buyer Senior   **Title**   Chief Operating Officer

Printed Name   Doug Chester   **Printed Name**   Nick Pattakos

October 2022

James Madison University

Information Technology Consulting Services
RFP# - FDC-1175

Submitted To:

James Madison University

Submitted By:

Planet Technologies, Inc.
9801 Washingtonian Blvd, Suite 360
Gaithersburg, MD 20878 USA

Steve Winter
Executive Vice President

Email: SWinter@go-planet.com
Office:(301) 721-0100
Fax:(301) 721-0189

Neal Miller
Proposal Manager

Email: nmiller@go-planet.com

Ken Nuebler
Senior Cloud Strategist

Email: knuebler@go-planet.com

Joanne Wise
Account Executive

Email: jwise@go-planet.com

Planet Technologies acknowledges the solicitation amendments and agrees with all terms and conditions

Table of Contents

Cover Sheet

REQUEST FOR PROPOSAL
RFP# FDC-1175

Issue Date:	**June 15, 2023**
Title:	**Information Technology Consulting 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 <u>2:00 PM on August 3, 2023</u> 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 by July 20, 2023 by 5:00 PM EST.

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:

Planet Technologies Inc.
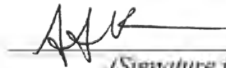
9801 Washingtonian Blvd, Suite 360

Gaithersburg, MD 20878

By:	_____ *(Signature in Ink)*
Name:	Steve Winter *(Please Print)*
Title:	Executive Vice President

Date:	August 2, 2023	Title:	Executive Vice President	
Web Address:	http://go-planet.com	Phone:	301-721-0100	
Email:		Fax #:	301-721-0189	

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 3/8/23

Meet Planet Technologies

Planet is a privately owned company headquartered in Gaithersburg, Maryland, with personnel located throughout the United States. Launched in 1997, Planet Technologies is recognized as a leading provider of Microsoft consulting services across the United States. Planet has a strong presence in the education, public sector, commercial, and health organizations. Planet is in the business of building trust and delivering solutions and value that solve our customer's most challenging problems. Most of our clients are repeat customers, perhaps our most outstanding achievement.

Planet has a powerful partnership with Microsoft and has been awarded Microsoft Cloud Partner of the Year, Security Partner of the Year, Federal Partner of the Year, State and Local Government Partner of the Year, and Windows Partner of the Year. With 14 Microsoft Gold Competencies, very few partners in the world can claim equivalent expertise and industry knowledge.

Higher Education Experience

For over 20 years, Planet has partnered with Higher Education institutions, supporting IT and institution stakeholders to leverage and optimize their use of Microsoft technologies. EDU is unique from the breadth of their varied stakeholders (Faculty, Staff, Students, and Researchers) and the number of different systems supported, including multi-cloud, on-premises, IaaS, SaaS and PaaS solutions. These varied platforms come in large part to the depth of their mission, educating students, developing research and in some scenarios supporting medical services. Planet has helped deliver efficiencies and knowledge to IT supporting Secure Enclaves, Microsoft 365 migrations, tenant-to-tenant migrations, regulatory compliance, App Modernization, Data Center Migrations, IaaS to PaaS transformations, Digital Transformation, Dynamics and Power Platform, chatbots to enable the mission for their stakeholders.

Top Tier Services Experience

As a Planet client, you are working with the best and brightest Microsoft Azure, Cloud Architects/Developers, Office 365 engineers and Managed Services team in the industry. A company with a unique relationship with Microsoft Corporation and over 24 years of Higher Education experience; you can trust that we understand the challenges your institution faces, including accommodation of committee-based decisions and timetables. We strive to align our technology implementation experience to best address the technical, governance, security, compliance and solution needs for your IT team to deliver on its mission – providing the best experiences for your stakeholders.

Planet Technologies is passionate about working with Higher Ed IT and providing the technical knowledge to support cloud-centric projects. Planet has significant expertise in EDU and can assist in meeting your cloud deployment objectives.

Planet understands the unique challenges in front of Higher Education IT teams, supporting SaaS, On-premise/Partner hosted infrastructure, and multi-cloud operations. Planet provides operational, and project-based consulting to assist IT teams and help achieve the most out of their cloud and office deployments.

Planet's Capabilities

Planet has been selected as a '*Microsoft Partner of the Year*' an amazing 27 times, six (6) of which were as the '*Microsoft Federal Government Partner of the Year*'. Additionally, Planet is one of only 35 handpicked partners in the country to be bestowed with the highly coveted Microsoft 'National Solutions Integrator' designation – a distinct honor that truly sets Planet apart from the competition.

The NSI designation is reserved for Microsoft's elite category of partners. Planet has also been named by Redmond Channel Partners [https://rcpmag.com] Magazine as one of the '*Top 200 Microsoft Partners*', and is recognized by Microsoft with *14 Gold Competencies* and two Silver competencies. Our Gold Certifications in Application Development and Application Integration by Microsoft prove Planet's deep technical expertise and experience with developing and delivering advanced solutions.

2020 Microsoft Azure Security Deployment Partner of the Year

6x Microsoft Federal Partner of the Year

7x Microsoft State and Local Government Partner of the Year

4x Microsoft Cloud Partner of the Year for Government

5x Microsoft O365 Cloud Partner of the Year

4x Microsoft Windows Partner of the Year

Planet Cloud Services

Microsoft cloud services were introduced in 2008. We were early adopters, so Planet has been providing cloud services for 15 years. Today we provide cloud services to almost all of the states and commonwealths in the country as well as many of the major universities, cities and counties.

We are unmatched in our experience in compliant Microsoft cloud deployments through our prescriptive, defined process.

Planet's Cloud Services		
Cloud Platform Planning and Cloud Readiness	Product and Platform Deployment, migration and integration	Data Center Migrations
Data Platform/Data Analytics	Tenant to Tenant migrations	Governance for Cloud Services
Operationalizing of cloud services	Secure research enclaves	Secure DevOps and Security Assessments
Managed Services	Security and Collaboration enablement	Low code development Including Dynamics 365 and Power Platform
Adoption and Change Management	Cloud Strategy and Roadmap	Endpoint management and protection

One unique challenge to delivering cloud services is working with shared services providers or a central IT provider like at most universities. They not only need the cloud service but also need to deliver the service to other departments and divisions. In some cases, they need to deliver cloud services where multiple organizations reside in one cloud environment and all have different requirements. However, we have resources on our team that have experience defining the actual service to be delivered and can help define the processes and security that are needed to support the service. Additionally, we help them provide governance and security to their cloud environment.

Planet
Technologies

Response to Statement of Needs

1	Describe your corporate competencies/experience providing IT consulting services for one or more of the technologies listed below:

	a) Oracle Core Technologies
	b) Oracle/PeopleSoft Enterprise Solutions
	c) **Desktop and Mobile Device Management**
	d) **Microsoft Azure and M365**
	e) Okta
	f) **Data Analytics/Visualization/Warehouse/Lake**
	g) **Change Management Training, Services, & Certification** h) **Security and Federation Services**
	i) Cisco Technologies, Infrastructure Support, and Virtualization
	j) Audio Visual Technologies
	k) **Secure Research Enclaves**
	l) **Other**
	   • **O365 / Azure Advantage Managed Services**
	   • **Evolve Complete Learner O365 and Security Training**

Launched in 1997, Planet Technologies is recognized as a leading provider of Microsoft consulting services across the United States. We have a successful history serving public sector, education, health, and commercial organizations. Planet is one of only 35 Microsoft elite partners in the country to be given the highly coveted Microsoft 'National Solutions Integrator' designation. Planet is in the business of building trust and delivering solutions that solve our customers' most challenging problems. We believe in being transparent and honest with our customers. Most of our clients are repeat customers which is perhaps our greatest achievement.

In our journey to be rated among the best Microsoft Partners in the world, Planet continues to build its employees' strategic Industry competencies, as shown below. As a Planet customer, you are working with very skilled, certified, and qualified Microsoft consultants, as well as with a company that has a highly-select relationship with and deep reach-back into Microsoft.

Planet's Cloud Services Expertise

14 Microsoft Gold Competencies

Gold Security
Gold Project and Portfolio Management
Gold Small and Midmarket Cloud Solutions
Gold Messaging
Gold Datacenter
Gold Data Analytics
Gold Cloud Productivity
Gold Cloud Platform
Gold Collaboration and Content
Gold Enterprise Mobility Management
Gold Data Platform
Gold Windows and Devices
Gold Application Integration
Gold Application Development
Silver DevOps
Silver Communications

Advanced Specializations

- Windows Server & SQL Server Migration to Microsoft Azure
- Threat Protection
- Identity & Access Management
- Adoption & Change Management
- Calling for Microsoft Teams
- Teamwork Deployment

Microsoft Accolades

- **2020** Microsoft Azure Security Deployment **Partner of the Year**
- **7x** Microsoft State and Local Government **Partner of the Year**
- **6x** Microsoft O365 Cloud **Partner of the Year**
- **6x** Microsoft Federal **Partner of the Year**
- **4x** Microsoft Cloud **Partner of the Year** For Government
- **4x** Microsoft Windows **Partner of the Year**

ISO 9001:2015 Certified   **CMMI Level 2**   **Over 5 million Users Moved to O365**

Planet Technologies

Planet is proud of the many competencies and advanced specialties of our consultants. We work hard to keep our competencies current as required by Microsoft audits, which certify these. Our employees have over 635 certifications.

Planet Competencies	
Project Management	31 Project Management Professionals (PMP) and 30 Certified Scrum Masters (CSM)
Security	9 CISSPs and 1 CISM (ISC2), 39 Security+ (CompTIA), 4 Registered Providers (RPs) (CMMC AB), 1 Registered Provider-Advanced (RPA) and Registered Provider Organization (RPO) (CMMC AB). Frameworks expertise: 6 CMMC (Levels 1-3), NIST 800-171, NIST 800-53, HIPAA, CJIS, FedRAMP, CIS, CSA, CISA, DISA STIGs, DISA SRGs, 3 CySA+, 2 CASP+ (CompTIA), 9 ISC2 Certified Information Systems Security Professionals (CISSP), 1 ISACA Certified Information Security Manager (CISM) + 1 ISACA Certified Information Systems Auditor (CISA), 5 Certified Ethical Hackers, 6 CMMC professionals, 3 GIAC Penetration Testers and Incident Handlers, and 3 Certified Linux Administrators and more
Operations and Service Management	37 ITIL Foundation professionals
Quality and Process Improvement	4 Lean Six Sigma Green Belts, 3 Black, and 3 Yellow, 3 CMMI Associates
Organizational Change Management	14 Microsoft Certified Adoption Specialists; 7 Prosci Change Management Certified professionals

Our corporate competencies and experience delivering IT services cover all Microsoft technologies and many enterprise functions. From your list above, here is a sampling of some of the services we provide:

c) Desktop and Mobile Device Management (MDM)
- Health checks for SCCM and Intune as well as remediation services.
- Defender for Endpoint configuration and the creation of playbooks for automated Endpoint Detection and Response in Azure Sentinel.
- Azure Virtual Desktop Pilots and deployments
- Azure Virtual Labs setup
- Azure VM Services (AVS) setup
- Intune configuration and deployment for mobile device management and mobile application management as well as Intune Windows Management via Microsoft Endpoint Manager.
- Autopilot Proof of Concepts (POCs) and deployment.

d) Microsoft Azure and M365
- Enterprise Cloud Readiness Assessments
- Deep Dive Art of the Possible workshops
- Security Assessments
- Configuration and deployment
- Lift and shift Data center, Server and SQL migration
- Application modernization and refactoring
- O365 and Azure Managed Services
- Dynamics 365 and Power Platform development and governance
- O365 Tenant to Tenant Migrations

f) Data Analytics/Visualization/Warehouse/Lake
- Microsoft Purview Deployments
- Data Governance and Classification
- Power Bi Enterprise Governance and Deployment
- Data Warehouse and Analytics Consulting and deployment

g) Change Management, Training, Services and Certification
- Organizational Change Management
- O365 and Security On-Demand Content & Training
- Custom Training
- O365 Learning and Adoption Evolve 365 services
- Change Management Support
- Champions Programs for the adoption of services
- Dedicated Learning Strategists for driving adoption

h) Security and Federation Services
- O365 and Azure Security Assessments
- O365 and Azure Security Consulting and deployment
- Zero Trust Assessment
- Compliance Quick Start Service
- Compliance Managed Service
- Project-based Compliance Offerings
- Security Training

k) Secure Research Enclaves
- Deployment of Compliance Research Enclaves
- Managed Services for Secure Research Enclaves

l) Other:

Planet Technologies recognizes that throughout the lifecycle of this contract, there may be new technologies as yet undefined (i.e., artificial intelligence, etc.).

2	Describe the approach and methodology that will be used to provide IT consulting services to James Madison University. Include how your firm would manage the scope of projects.
	Planet Technologies has provided services to a diverse customer base. We have worked on projects that take only hours to complete to multi-year, multi-million dollar enterprise-level projects. Our primary focus is on customer requirements and customer impact. Once a task order is issued, Planet PMO works directly with the JMU Project Manager to identify the best course to successfully complete the project within the University's time frame.

Planet Technologies project management office's (PMO) number one goal is to be a center of excellence and own our customer's project success. Due to the nature of our engagements, our customers require an experienced project manager (PM) who brings a structured, collaborative, comprehensive, and transparent approach to project management. The Planet PM's |

unwavering commitment is to successfully complete projects on time and on budget with clear, constant communication with our customer via workshops, status meetings, and status reports. Planet brings consistent diligence to following established PMBOK processes using our project planning and management tools and methods. Our successful accomplishment record in state and local government, education, and commercial verticals illustrates the level of standard and discipline we will bring to your project.

Planet's methodologies are aligned with industry standards such as PMBOK and ITIL. Project planning and management serve as the common thread that brings together multiple stakeholders and resources towards one common goal – enabling our project teams to achieve their full potential to succeed. Planet's PMs provide the proper project management methodology that fits both the type of project and the customer's needs, whether that be a Waterfall or Agile approach. Planet has systems in place to support the management of the project for both tasks and customer collaboration. Our project teams are ready to begin work on day one and bring a repository of valuable PMO playbooks and tools to drive quick wins and project success. Planet's PMs provide comprehensive and regular communications to stakeholders to ensure that project goals are being met, risks managed, and issues resolved. Our planning and communication approaches are flexible, scalable, transparent, and provide accountability. Beginning with an engagement sales process and continuing through project execution, Planet will collaborate with the client to ensure that all project deliverables are clearly laid out and monitored throughout the project. Training requirements and agency support are outlined in an engagement and executed by the delivery team.

Planet's project management strategy focuses on core processes: Scope, Schedule, Resource & Budget, Quality, and Risk & Issue management. These processes are interdependent and interact in all project management activities to contribute to project success. Having a defined strategy for management means that Planet is prepared to execute this strategy even before the project kick-off, setting up the project team for successful project execution.

3	**Provide the names, qualifications, and experience of personnel to be assigned to James Madison University. Designate who would be assigned as the primary contact for the account.**
	Planet Technologies has expert level, Microsoft engineers and project delivery resources. The following individuals are a representative sample of Planet Technologies talent. Please note that all employees that would be assigned to work on projects at JMU will be W2 Planet Technologies employees. If the employees named below are unavailable at the project's exact timing and scope, Planet assures that an acceptable replacement will provide the services. Full resumes and certifications are available upon request. The primary Point of Contact for this contract will be Joanne Wise jwise@go-planet.com **Miguel Wood, Principal SQL / Azure Architect, Data Analytics** Prominent authority on Information Technology enterprise solutions, focusing on public and private cloud implementations, not only from a technical aspect, but especially efficient as a business resource to effectively and efficiently recommend, develop, and implement solutions supporting business processes. Microsoft Certified Solutions Master (MCSM), Certified Master (MCM), Cloud Solutions Architect (CSA), Professional Developer, IT Pro and Systems Engineer with diverse technical and business experience in solutions planning and development. Strong team player, as well as effective independent contributor, with initiative and excellent oral and written communication skills, while providing the best technical solutions for clients' business strategies.

Shane Curtis, Principal Endpoint Solutions Architect, Mobile Device Management
Principal Endpoint Solutions Architect in the Nashville, TN area. He provides professional consulting services helping customers leverage Microsoft tools to better manage and secure their Windows, iOS, macOS, and Android devices. He specializes in Microsoft Intune, Azure Virtual Desktop, Microsoft Defender for Endpoint, Microsoft Endpoint Configuration Manager, Windows 10 deployment and management, and mobile device security and management.

Blake Bernard, Principal Solutions Architect, Microsoft 365
Experienced professional with over 20 years of project experience in multiple environments. Expertise in change management, training, communications, staff onboarding and off boarding and oversight for staff. In addition, she can form strategic partnerships, including fundraising, RFP process, will communicate with key stakeholders as required, etc. Technical abilities include migration scheduling, SharePoint experience and can complete complex and long-term projects.

Carsten Due, Chief Enterprise Architect / Managing Architect, Azure
Enterprise Cloud Solutions Architect, B.S. of Computer Science with broad technology knowledge and experience in Microsoft Azure Cloud and on-premises business productivity solutions, security and compliance, application, and infrastructure modernization. Over 25 years' experience designing and implementing infrastructure projects.

Michael Lanham, Director of Security and Compliance
Chief Information Security Officer (CISO) with over 17 years of leadership in IT and Cybersecurity fields; 27 years as a leader within the US Army; 9 years within the US Military Academy. Demonstrated proficiency with decision-making, team building, appropriate risk-taking, adaptability, technical and policy expertise. Competitively selected for multiple academic scholarships, training opportunities, and challenging positions. Driven to be collaborative to ensure accomplishments outlast individual contributors.

Noah Sparks, Organizational Change Management Specialist
Experienced professional with over 20 years of organizational change experience in multiple environments. Expertise in culture and engagement, training, communications, staff onboarding and off-boarding. In addition, he forms strategic partnerships, convenes key stakeholders to invite alignment, readily identifies business process improvements, architects innovative and sustainable solutions, and evangelizes principles to empower others. Technical abilities include community management, business analysis, effective facilitation, extensive SharePoint experience, automation and complex/long-term project execution.

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

When delivering a project, Planet assigns the right resources for the duration of that project. Part of project delivery is planning for contingencies. Should a situation arise in which a consultant can longer fulfill the intended role, we have the resources and the processes to ensure a smooth transition.

In such a scenario, we would identify and schedule a replacement from our over 300 technical consultants and provide knowledge transfer and integration into the exiting team. On every project, we have a Project Manager and for larger, more complex projects, we may have a Customer Success Manager and/or an Engagement Manager assigned. All resources will understand the project status, what tasks and deliverables are needed and provide the necessary transition.

5	Describe IT consulting services available from your firm. Examples of services may include, but are not limited to, the following:

a)	Implementation	g)	Performance and Scalability
b)	Development	h)	Conversion
c)	Project Management	i)	Monitoring, Administration and Upgrades
d)	Architecture and Design	j)	Training Development
e)	Capacity Planning	k)	Operations Metrics
f)	Installation and Configuration		

Planet's IT consulting services cover all Microsoft technologies and many enterprise functions. We offer end-to-end services from strategic planning to tactical deployments and support. Our offerings include on premises services, cloud transformation services, cloud security and compliance, training and organizational change management and support services. Planet is known for its ability to discover and understand the client's environment, its expertise in developing and creating custom technical solutions, and all while collaborating with the client to ensure compliance and quality services throughout the development process.

Planet has a very consistent process for delivering consulting services like those mentioned in the table above. Our process also includes a Discovery and Design phase for every project. Other service offerings include Organizational Change Management, compliance services and support services.

During Discovery and Design, a Planet Project Manager and Architect will work with the Customer to assemble project teams and develop an overall plan for the engagement.
Immediately after receiving a signed SOW and PO, Planet will begin the process of securing project resources and creating an initial project plan. The Planet Project Manager will have one or more logistics calls with the Customer to define the high-level project schedule and to determine a date and time for the project kick-off call. During this phase of every project the Planet Architect and SME will conduct interviews with technical management, opinion leaders, and staff and the Project manager will update the project schedule. At the end of this phase it is normal for Planet Architect to develop a Discovery Design document which the customer will need to review and sign off before moving to the next phase for Enablement /Implementation.

During the **Enablement /Implementation phase** of the project the Planet SME will take the agreed upon Discovery and Design document and begin the implementation tasks associated with the project.

Development
Planet follows the Microsoft SureStep approach to software development. Below is a high-level view of the steps we follow.

1. Diagnosis
   - Initiate the project
   - Guidance with Microsoft Technologies
   - Project plan, Objectives, Approach and Scope
2. Analysis
   - Gathering and documenting business requirements
   - Gap Analysis
3. Design
   - Configuration of the environment
   - Prepare for Development
   - Translate analysis into a development plan
4. Development

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- Programming of new features
- Adaption of existing features
- Data migration, integration and testing

5. Deployment
   - Pulling together all prior steps
   - Training
   - Go-Live

6. Operation
   - Phase Close-out
   - Quality Assurance
   - Maintenance and Support

Most of the projects that Planet has developed evolve around one or more of the application development solutions; Power Platform, Dynamics 365, SQL, .NET, C#, and JavaScript. Additionally we offer bootcamps that go over the following topics.

- Building Line of Business Applications with PowerApps
- Introduction to PowerApps as a rapid development platform
- Extensibility Overview
- Overview of Plugins and Workflow
- General Architecture Overview and Deployment Scenarios
- Solutions and Data Modeling
- Extending the User Experience
- Visualizations: Charts, Dashboards and Reports
- Developer Toolkit
- Common Platform Operations
- Querying Data and Executing Operations
- Debugging and Tracing Plugins / Workflow
- LINQ, Late/Early Binding Techniques
- Extending using ASP.Net Web Applications
- Development Best Practices
- Client Programming: jQuery, OData, Role UI
- Client Programming: HTML5, PCF Controls
- Dashboards, SSRS, and ADHOC reporting capabilities
- Power Apps Portal
- Data Migration
- Data Integration
- Client Extensions: Sitemap and Ribbon Modifications
- OData query using the REST Endpoint
- Web Resources

Project Management
All projects will include project management. The amount needed is based on the scope and complexity of the project. Please see our response to Question #9, where we have a complete description.

Architecture and Design
As mentioned previously, all projects will have a lead architect to perform discovery and design. During Discovery and Design, the Architect will work with the customer to develop an overall plan for the engagement.   The Planet Architect and SME will conduct interviews with technical management, opinion leaders, and staff. At the end of this phase, it is usual for the Planet Architect to develop a Discovery Design document which the customer will need to review and sign off before moving to Enablement /Implementation. Additionally, all projects have an as built document that has been peer reviewed as part of their deliverable.

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Capacity Planning

For projects that require capacity planning, the Planet Architect and SME will work with the customer to develop a capacity plan based on the discovery and design document and customer interviews.

Installation and Configuration

During the Enablement phase of a project, following an approved discovery and design document, the Planet SME and or Architect will install/configure the software as required. We are experts in understanding how to securely configure Microsoft 365 and Azure services with a compliance mindset.

Performance and Scalability

For projects that require Performance and Scalability planning, the Planet Architect and SME will work with the customer to develop a plan based on the discovery and design document and customer interviews.

Conversion

Planet offers many different conversion engagements like changing from one Microsoft licensing sku to another, tenant-to-tenant migration, migration of on-prem services to the cloud, AD Migrations, data center migrations and application modernization and refactoring. Regardless of the engagement, our process for engagements is always the same. We start with a discovery and design then move to implementation and enablement. All engagements include knowledge transfer and as-built documentation.

Monitoring, Administration and Upgrades

Planet offers Advantage managed services for O365, Azure, Secure Research and Compliance. These services are meant to provide proactive (Strategy) and reactive (Support) to your admins to help you monitor, administer, and start turning on new features in the O365 licensing. Work in these areas can be performed over the shoulder to give your admins the confidence and new skills they will need to manage O365 and Azure as well as keep up with and.

Training Development

Planet offers a full line of training and adoption services called Evolve 365. Evolve 365, a comprehensive Microsoft learning and adoption service offered by Planet Technologies. Please see question #6 and the Evolve 365 Complete Learner and catalog of additional add on services at the end of this document. Our training and adoption services are unique in that with our training platform which has over 80,000 videos, we also include a dedicated learning and adoption specialist to drive campaigns for adoption to make sure you are getting value out of your Microsoft licensing. When it comes to leveraging technology to streamline work processes, knowledge is power. Evolve 365 enables organizations to unlock the full potential of M365, boosting productivity, promoting effective collaboration, and keeping users up to date on the latest Microsoft products. With immediate access to training resources, downloadable learning materials, webinars, coaching sessions, and more, staff members can effortlessly harness the power of Evolve 365's cloud-based service from anywhere, without the need for additional hardware or infrastructure. Additionally, the dedicated Microsoft-certified Learning and Adoption Strategist provided by Planet Technologies collaborates with stakeholders to create customized learning plans, ensuring effective training that drives increased Microsoft 365 usage while lowering helpdesk call/ticket volume and reducing costs for your organization.

Operations Metrics

For projects that require operation metrics, the Planet Architect and SME will work with the customer to develop a plan based on the discovery and design document and customer interviews. For engagements that include our Advantage Services (managed service) we have an SLA that we adhere to for response time based on the severity of the request.

Below are some examples of the specific services available.

Implementation	
O365, Azure, AWS, PowerPlatform, Dynamics 365	
Development	
Power Platform, Dynamics 365, SharePoint	
Project Management	
Agile, Waterfall	
Architecture, Design and Governance	
O365, Power Platform, Dynamics 365, Azure and AWS	
Capacity Planning	
SharePoint, Azure and AWS	
Installation and Configuration	
O365, Security and Compliance, Power Platform, Dynamics 365, Azure and AWS	
Performance and Scalability	
Azure, AWS, Power Platform, Dynamics 365	
Conversion	
Tenant to Tenant Migration, Active Directory migration, Application assessments and modernizations, Power Platform, Dynamics 365	
Monitoring, Administration and Upgrades	
O365, Azure and AWS, Vulnerability, Compliance Monitoring, Managed Services(Azure, O365, Secure Research, Compliance)	
Training Development	
O365, Azure, PowerPlatform, AWS, Security, Evolve 365 Complete Learner, Learning Strategists	
Operations Metrics	
O365, PowerBI, Azure, PowerPlatform, AWS, Managed Services(Azure, O365, Secure Research, Compliance)	

6	Describe training options and specify associated costs in the Pricing Schedule. Include a catalog of training offerings and differentiation between technical staff and end-user training.
	Standard training:
	Evolve 365, a comprehensive Microsoft learning and adoption service offered by Planet Technologies, places a strong emphasis on empowering end users through comprehensive training. While Planet Technologies also provides Admin and Technical training through their managed services and programs, Evolve 365 specifically caters to the needs of employees who rely on Microsoft 365 to perform their daily tasks. Recognizing that the success of an organization's digital transformation lies in the hands of its employees, Evolve 365 focuses on equipping them with the necessary knowledge and skills to become proficient users of Microsoft 365.
	With immediate access to an extensive range of training resources, including downloadable learning materials, webinars, coaching sessions, and more, staff members can effortlessly harness the power of Evolve 365's cloud-based service from anywhere, without the need for additional hardware or infrastructure. This comprehensive approach ensures that employees not only gain a deep understanding of the available technology but also learn how to use it effectively to boost productivity and facilitate effective collaboration.
	Moreover, Evolve 365 goes beyond a one-size-fits-all approach. Planet Technologies understands that every organization is unique, with its own goals, objectives, and specific training needs. Therefore, Evolve 365 offers the flexibility to build a custom learning solution

tailored to the specific requirements of each organization. By collaborating with stakeholders, the dedicated Microsoft-certified Learning and Adoption Strategist provided by Planet Technologies creates customized learning plans that align with the organization's objectives, ensuring a personalized, relevant, and impactful learning experience for employees.

By prioritizing end user training, Evolve 365 enables organizations to unlock the full potential of Microsoft 365. Employees gain the knowledge and skills to navigate the platform seamlessly, increasing their productivity, efficiency, and overall effectiveness in their roles. This, in turn, drives increased Microsoft 365 usage throughout the organization, resulting in tangible benefits such as streamlined work processes, improved collaboration, and reduced reliance on helpdesk support. With Evolve 365's comprehensive end user training, organizations can foster a culture of continuous learning and growth, empowering their staff to thrive in the Microsoft 365 environment and drive the success of their digital transformation initiatives.

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

8	Describe the ability to provide for a thorough transfer of knowledge to JMU IT on any given project.
	Planet Technologies believes that at project is not complete until a successful knowledge transfer to the customer is completed to the customer's satisfaction. In Planet Technologies standard Statements of Work (in response to an RFP or task order) we always allocate time from our Engineer for knowledge transfer and that is an important part of our business model. In the following description of our approach to project management, this is further clarified.

In addition to formalized training, nearly all of Planet Technologies' customer engagements involve a high level of "knowledge transfer," where we spend time ensuring the systems we build can be successfully operated and maintained once our resources are finished with a project. Prior to an engagement close-out, we deliver documentation in the form of technical diagrams, as-built settings, procedural references or other documentation as required. |

9	**Describe your approach to project management.**
	Project Management Planet Technologies project management office (PMO) number one goal is to be a center of excellence and own our customer's project success. Due to the nature of our engagements, our customers require an experienced project manager (PM) who can bring a structured, collaborative, comprehensive, and transparent approach to project management. The Planet PM's unwavering commitment is to successfully complete projects on time and on budget with clear, constant communication with our customer via workshops, status meetings, and status reports. Planet brings consistent diligence to following established PMBOK processes using our tools and methods towards project planning and management. Our successful record of accomplishment in state and local government, education, and commercial verticals illustrates the level of standard and discipline we will bring to complete your project. Planet's methodologies are aligned with industry standards such as PMBOK and ITIL. Project Planning and Management serves as the common thread that brings together multiple stakeholders and resources towards one common goal – enabling our project teams to achieve their full potential to succeed. Planet's PMs provide the right project management methodology that fits both the type of project and the customer's needs, whether that be a waterfall or agile approach. Planet has systems in place to support the management of the project for both tasks and collaboration with our customers. Our project teams are ready to begin work on day one and bring a repository of valuable PMO playbooks and tools to drive quick wins and project success. Planet's PMs provide comprehensive and regular communications to stakeholders to ensure that project goals are being met, risks managed, and issues resolved. Our planning and communication approaches are flexible, scalable, transparent, and provide accountability. Planet's project management strategy focuses on core processes: Scope, Schedule, Resource & Budget, Quality, and Risk & Issue management. These processes are interdependent and interact in all project management activities to contribute to project success. Having a defined strategy for management means that Planet is prepared to execute this strategy even before the project kick-off. This sets up the project team for successful project execution! The Planet Project Management process for this project includes working to develop and manage a project schedule, weekly project status reports, and a weekly status meeting. If at any point it is deemed necessary for more frequent touchpoints this may result in a change order.

10	**Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.**
	Planet's staffing proposals are based on the project outcome our customers are attempting to achieve. Our proposals factor in timeline, team skills and customer staff involvement. At a minimum, Planet's project plans incorporate a Project Manager and technology Architect, but based on project specifics, could involve multiple engineers and overall customer Engagement Manager to ensure project deliverables are met. A functional staffing plan would be dependent on each customer's project scope. At this point, any estimation of a staffing plan would be solely preliminary. It is important to point out that with over 370 technical staff on our team; we pride ourselves in beginning projects in a timely matter.

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For each Statement of Work (SOW) created, Planet will confirm a timeline (period of performance) and resource allocations with the customers of this contract to make sure that both organizations are in lock-step agreement to the expected timeline and customer resource allocation to accomplish the SOW and meet the Period of Performance. See examples below.

Example of Period of Performance

The period of performance (PoP) for this project is five weeks from the project kickoff. This PoP assumes Planet will be "hands on" keyboard which means Planet can do work independently during configuration. Prior to the end of the PoP, the contract may be amended via change order. Change Orders must indicate the reason for the change and any impact on scope, costs, deliverables, and the period of performance as applicable. If the PoP of the contract is not extended prior to the end date, in order for Planet to continue to provide services, Customer and Planet must agree in writing to a new SOW identifying the terms of the new agreement.

Example of Resource Plan

To execute the project successfully within the period of performance requires both parties to commit to the resources necessary. Based on our experience, below is the approximate recommended resource commitment needed from the Customer to meet the period of performance. The below recommendations are project resources needed for enablement of this engagement.

Example of Recommended Customer Role Allocations:

• **Project Manager**		**30%**
• **Infrastructure / E-mail SME**		30%
• **Collaboration SME**		30%
• **Endpoint SME**		30%

11	**Describe the functions that may be provided by a subcontractor of your firm. Specify the expertise and credentials required from the subcontractor.**

Planet Technologies does not envision subcontracting any portion of the projects that are awarded from this contract.

If needed, Planet Technologies has solid relationships with many companies that we have "teamed" with in the past for differing reasons (i.e. customer expertise, subcontracting goals, etc.). Before Planet Technologies subcontracts with another company, we are diligent in seeking reference information about the potential subcontractor, we make sure that their

	employees are in compliance with Planet Technologies regulations (Drug Free Workplace, etc.) and a solid subcontracting agreement to protect our customer as well as Planet is signed and put into effect.

Offeror Data Sheet

1. <u>QUALIFICATIONS OF OFFEROR:</u> Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

   Please reference the earlier section "*Planet Organization Qualifications*" in this document.

2. <u>YEARS IN BUSINESS:</u> Indicate the length of time you have been in business providing these types of goods and services.

   Years___26___   Months___10___

3. <u>REFERENCES:</u> 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.

        Mary Tucker

        9801 Washingtonian Blvd Suite360 Gathersburg, MD 20878

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

        IF YES, EXPLAIN:

Small Business Subcontracting Plan

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

Offeror Name: __Planet Technologies Inc._____   Preparer Name: _Neal W. Miller _____

Date: _August 2, 2023_____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____   No__X__

    If yes, certification number: _____   Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)?   Yes_____   No__X__
    If yes, certification number: _____   Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____   No__X__
    If yes, certification number: _____   Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)?
Yes_____   No__X__   If yes, certification number: _____   Certification date: _____

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

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

over the previous three years.

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

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

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

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

VASCUPP Member Institution Sales

Planet Technologies' VASCUPP Member Institution Sales over the past 12 months are as follows:
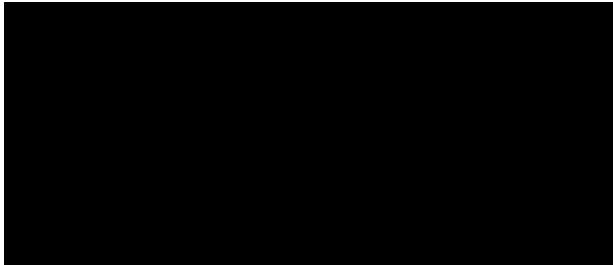
Proposed Costs

For each technology/category listed below, provide your company's hourly rate for each of the three roles listed. If you refer to the role by a different name, list it in the space provided next to the corresponding role. Onsite pricing must be inclusive of all billables (travel, lodging, meals, etc.)

***** *The Offeror shall also provide onsite and offsite pricing for all other services/roles not listed below, including training offerings.* *****

	Onsite	Offsite		Onsite	Offsite
Desktop and Mobile Device Management			**Security and Federation Services**		
Project Manager or _____	$ 150 / hr.	$ 150 / hr.	Project Manager or _____	$ 150 / hr.	$ 150 / hr.
Senior Engineer or _____	$ 205 / hr.	$ 205 / hr.	Senior Engineer or _____	$ 215 / hr.	$ 215 / hr.
Engineer or _____	$ 195 / hr.	$ 195 / hr.	Engineer or _____	$ 205 / hr.	$ 205 / hr.
Microsoft Azure and M365			**Secure Research Enclaves**		
Project Manager or _____	$ 150 / hr.	$ 150 / hr.	Project Manager or _____	$ 150 / hr.	$ 150 / hr.
Senior Engineer or _____	$ 205 / hr.	$ 205 / hr.	Senior Engineer or _____	$ 215 / hr.	$ 215 / hr.
Engineer or _____	$ 195 / hr.	$ 195 / hr.	Engineer or _____	$ 205 / hr.	$ 205 / hr.

Other Technology *Planet Technologies recognizes that throughout the lifecycle of this contract, there may be new technologies as yet undefined (i.e. artificial intelligence, etc.).*

	Onsite	Offsite		Onsite	Offsite
Data Analytics/Visualization/Warehouse/Lake					
Project Manager or _____	$ 150 / hr.	$ 150 / hr.	Project Manager or _____	$ 150 / hr.	$ 150 / hr.
Senior Engineer or _____	$ 215 / hr.	$ 215 / hr.	Senior Engineer or _____	$ 250 / hr.	$ 250 / hr.
Engineer or _____	$ 205 / hr.	$ 205 / hr.	Engineer or _____	$ 205 / hr.	$ 205 / hr.
Change Management Training, Svcs, & Cert					
Project Manager or _____	$ 150 / hr.	$ 150 / hr.			
Senior Engineer or _____	$ 215 / hr.	$ 215 / hr.			
Engineer or _____	$ 205 / hr.	$ 205 / hr.			

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Attachment: Value-Added Services Cost Proposal

This is a representative list of services illustrating typical ranges for varying projects and services based on the rates provided above.

a)	Tabletop incident response exercise	$8,000 - $12,000+
b)	Security Program Assessment	$50K - $250K
c)	Application Risk Assessment	$50K - $100K
d)	Internal Vulnerability Assessment / Scans, Analysis, Reporting	$5K once/monthly $60K annual
e)	Cybersecurity Training (e.g., Assessment)	$15K - $75K
f)	Security Policy Development	$3K - $150K
g)	O365 Advantage	Based on hours/month starting $44,100 @ 20 hours + Onboarding Fee
h)	Azure Advantage	Based on hours/month starting $51,600@ 20 hours + Onboarding Fee
i)	Azure Sentinel (i.,e., Managed Sentinel)	Based on hours/month starting $51,600@ 20 hours + Onboarding Fee
j)	Secure Research as a Service Setup + Managed Service 1st Year	$67,000
k)	Azure Managed Migration Service	Starting at $65,000
l)	Compliance Quickstart (CIS IG1)	$20,000
m)	Compliance / Risk Assessments ROMs • NIST 800-171, CMMC • NIST 800-53, CJIS, IRS 1075, FedRAMP • CIS, CSA, NIST CSF, HIPAA, etc.	$36,000 - $180,000+ $60,000 - $216,000+ $24,000 - $180,000+
n)	Compliance Advantage • Bronze, 10 hours per month • Silver, 20 hours per month • Gold, 30 hours per month	$2,150/ month $25,800/year $4,300/ month $51,600/year $6,450/ month $77,400/year
o)	Zero Trust Architecture ECR "Standalone"	$36,000
p)	Modern Work Place ECR, Azure ECR, and Azure Data ECR	Inquire for pricing
q)	Microsoft Cloud Security Assessments	$8,000 - $150,000
r)	Vulnerability Management Program	Scope dependent
s)	Organization Change Management	Scope dependent
t)	Other Services…call for availability, scoping, ROM(s), and/or SOW(s)	Scope dependent

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Addendum – Additional Planet Offerings

Overview
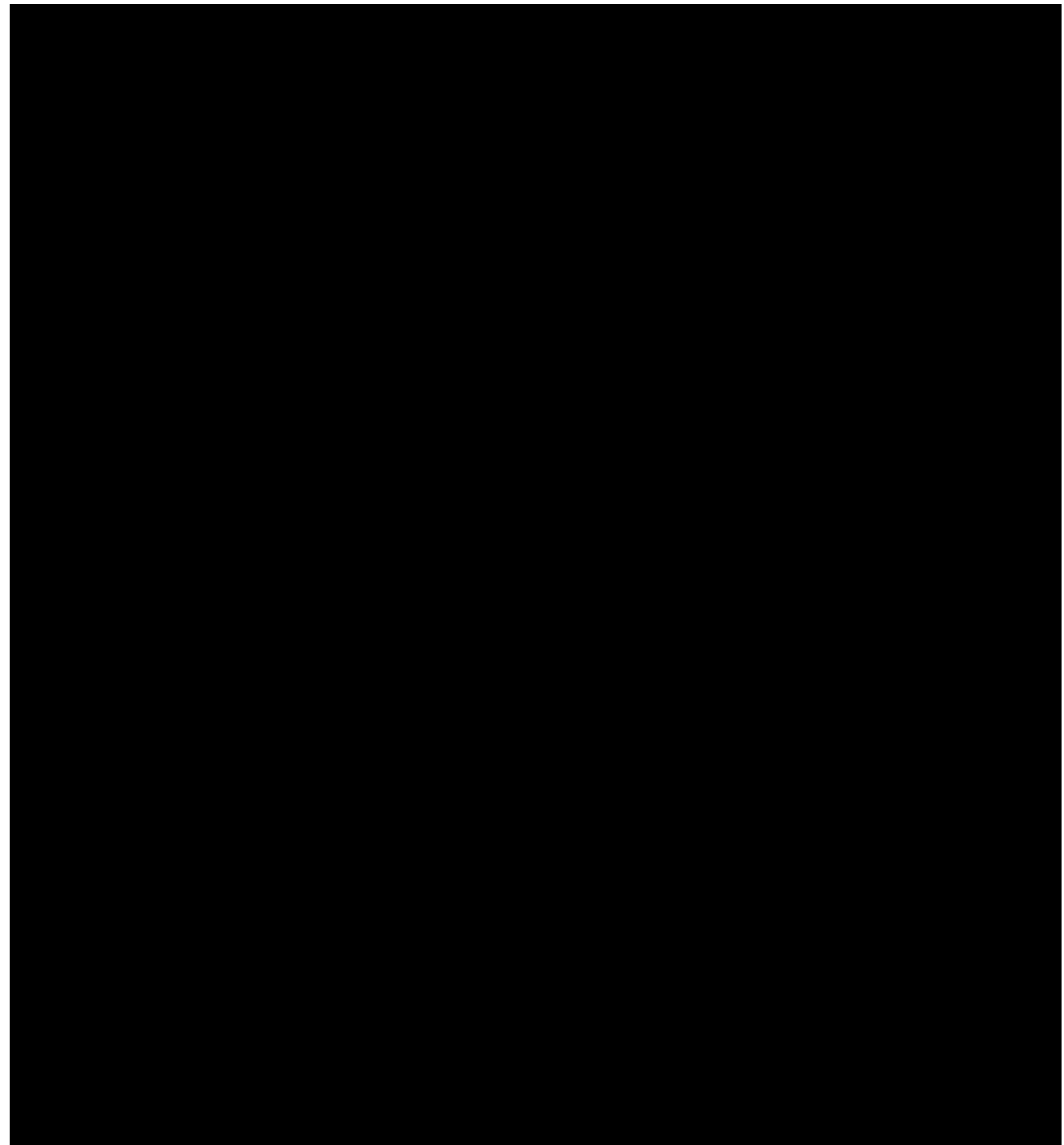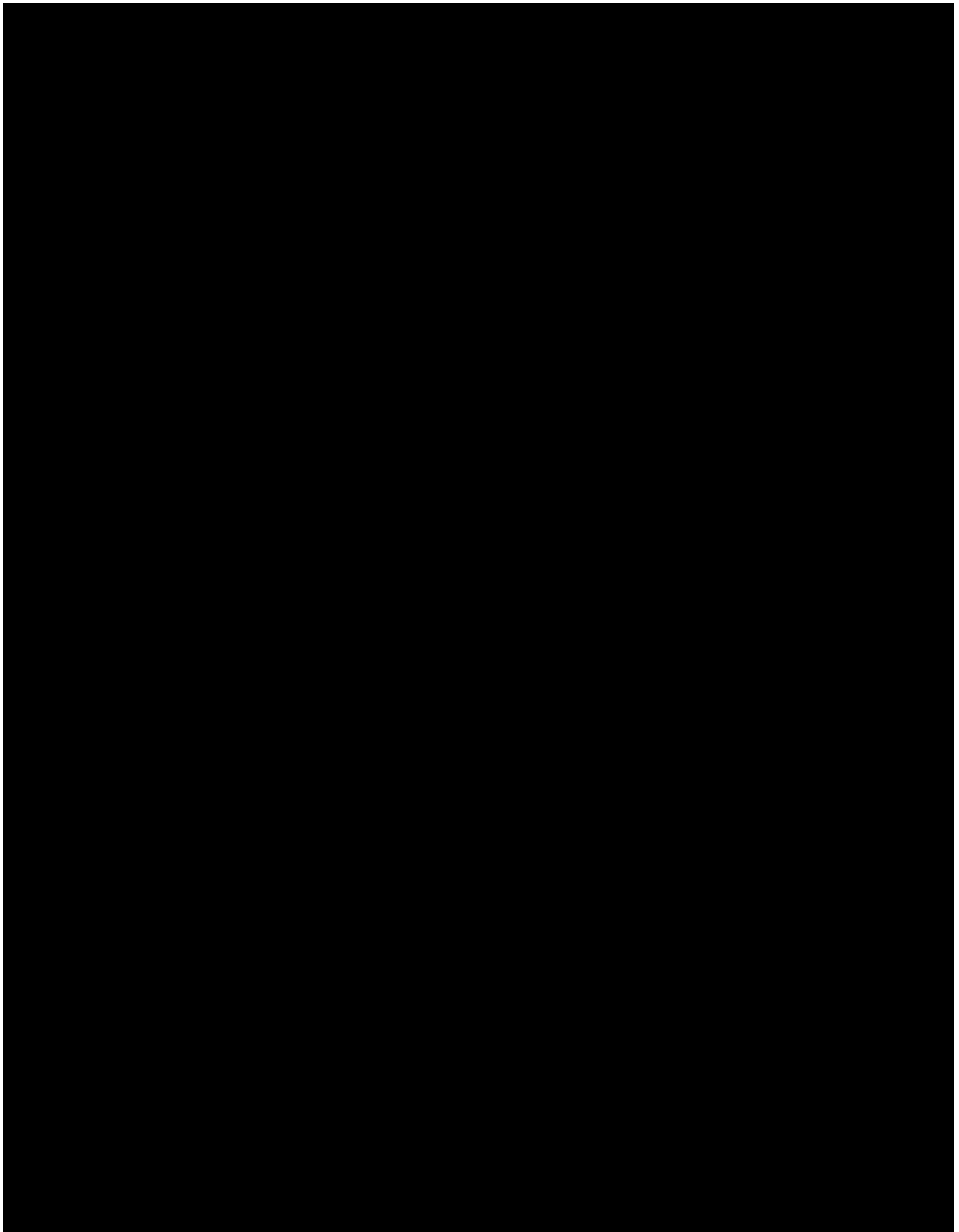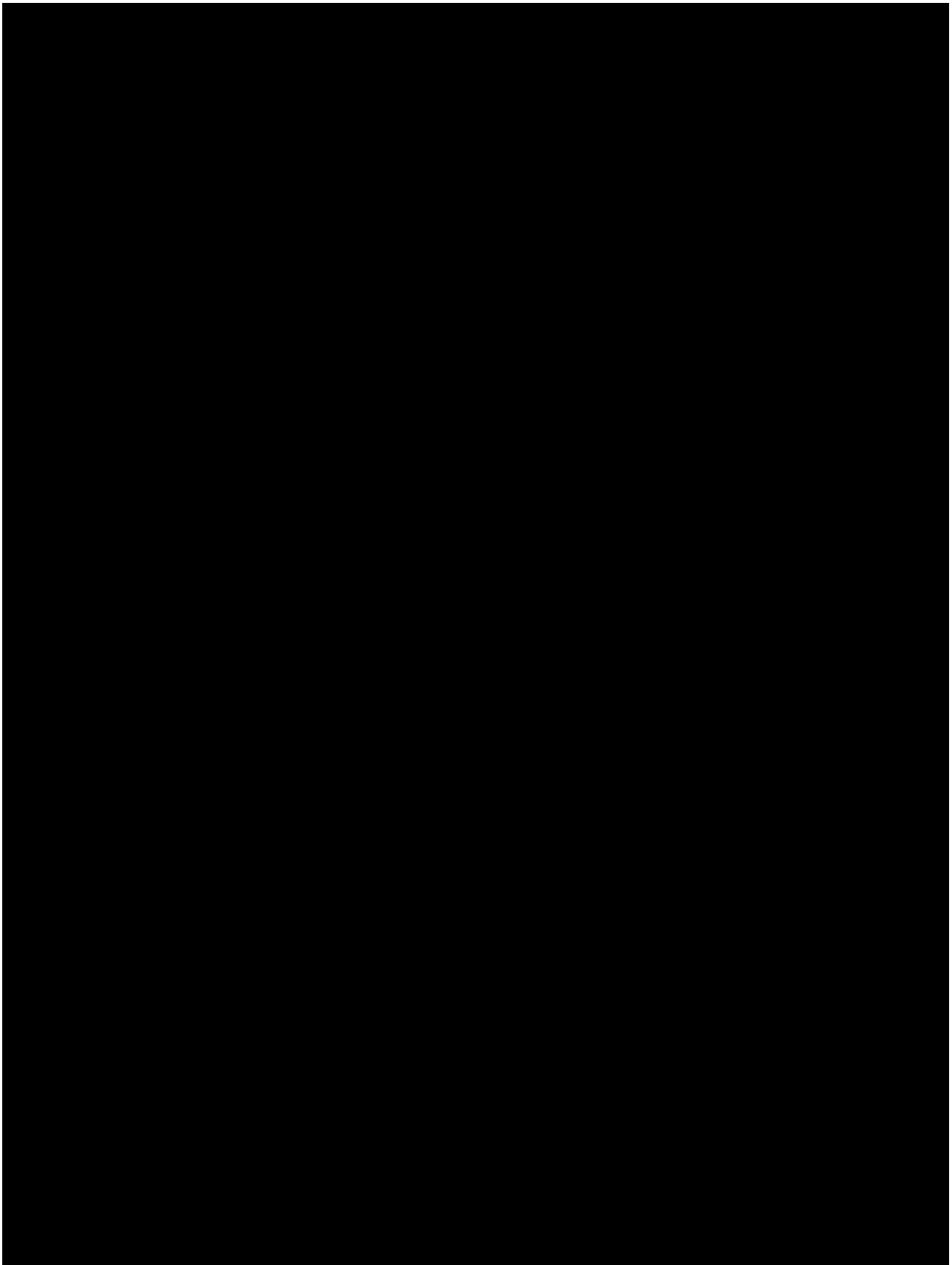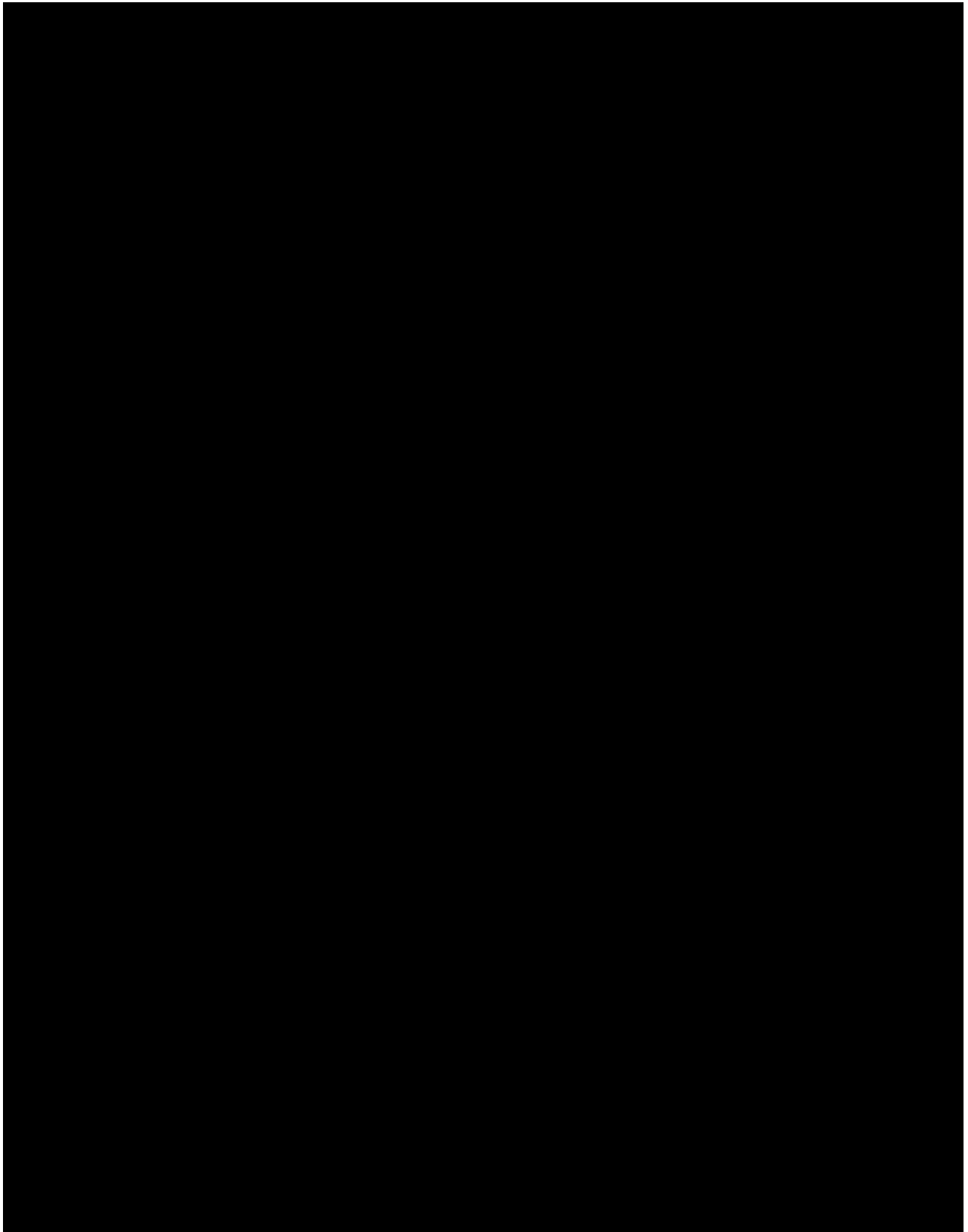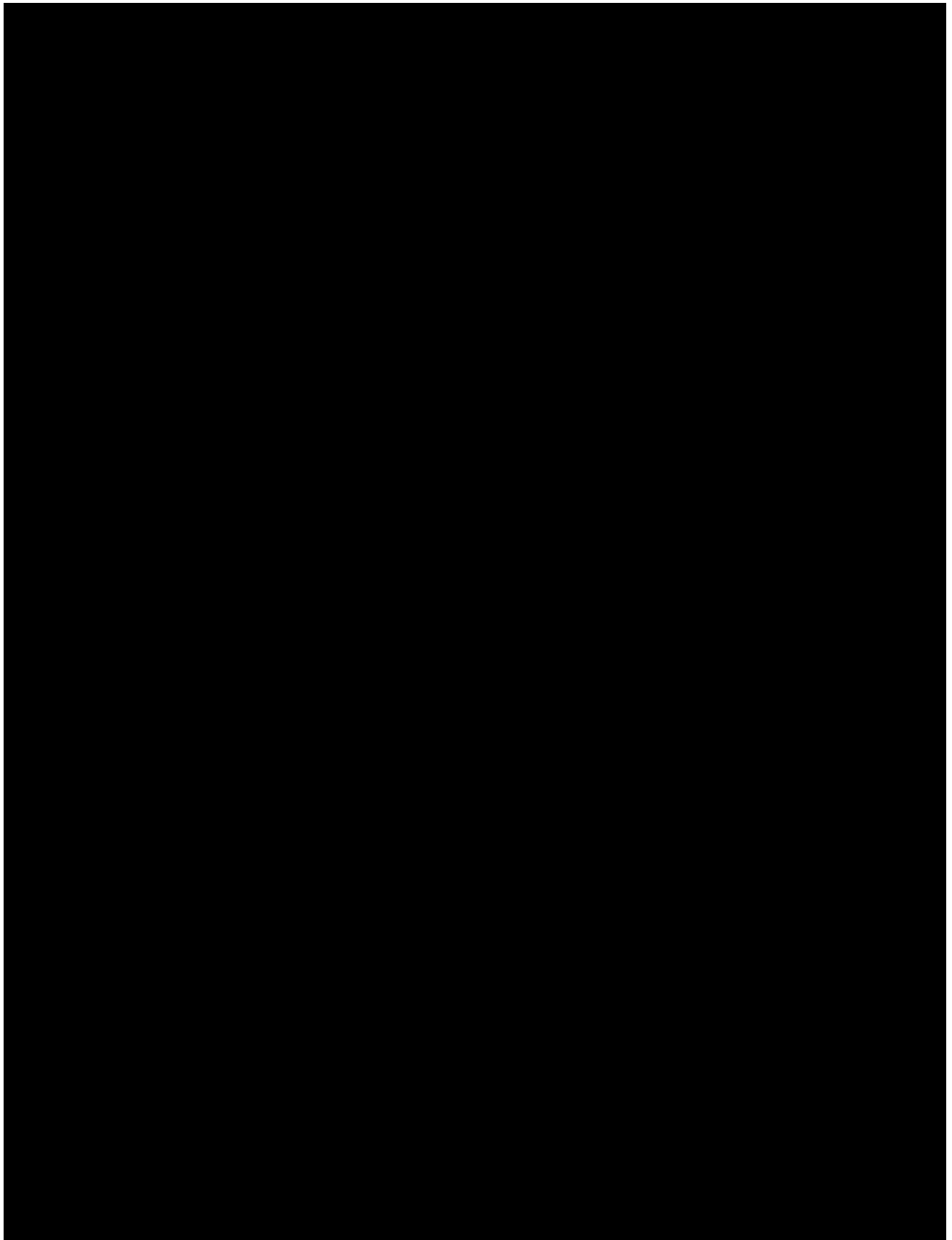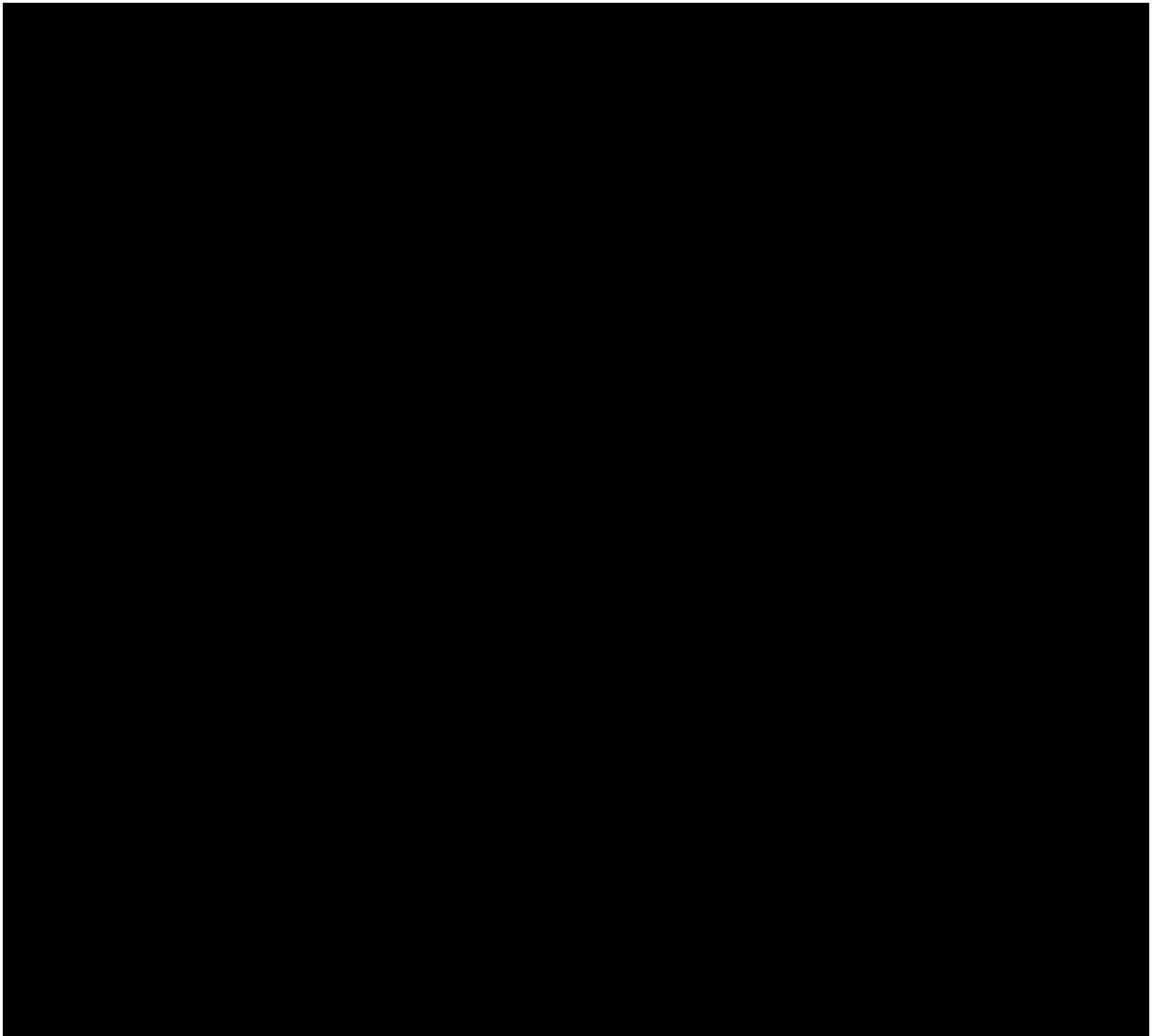
Compliance Practice Offerings
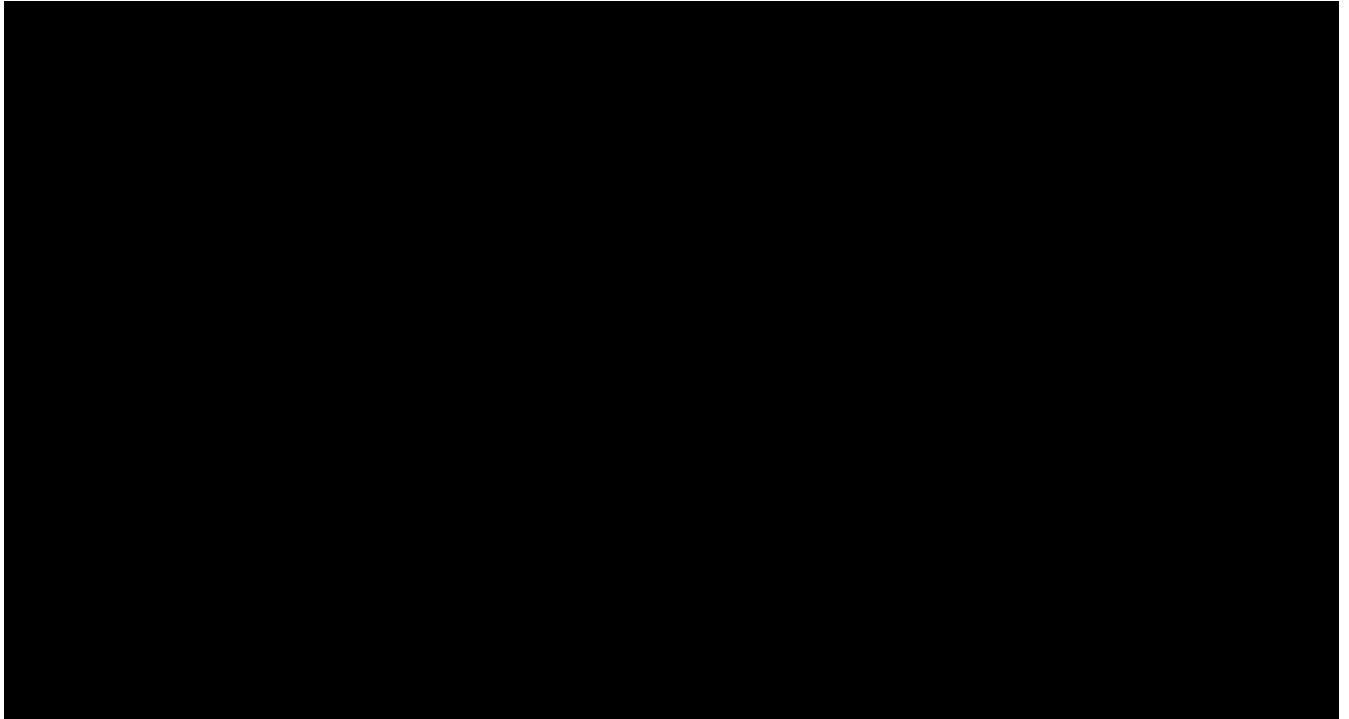
Compliance Advantage
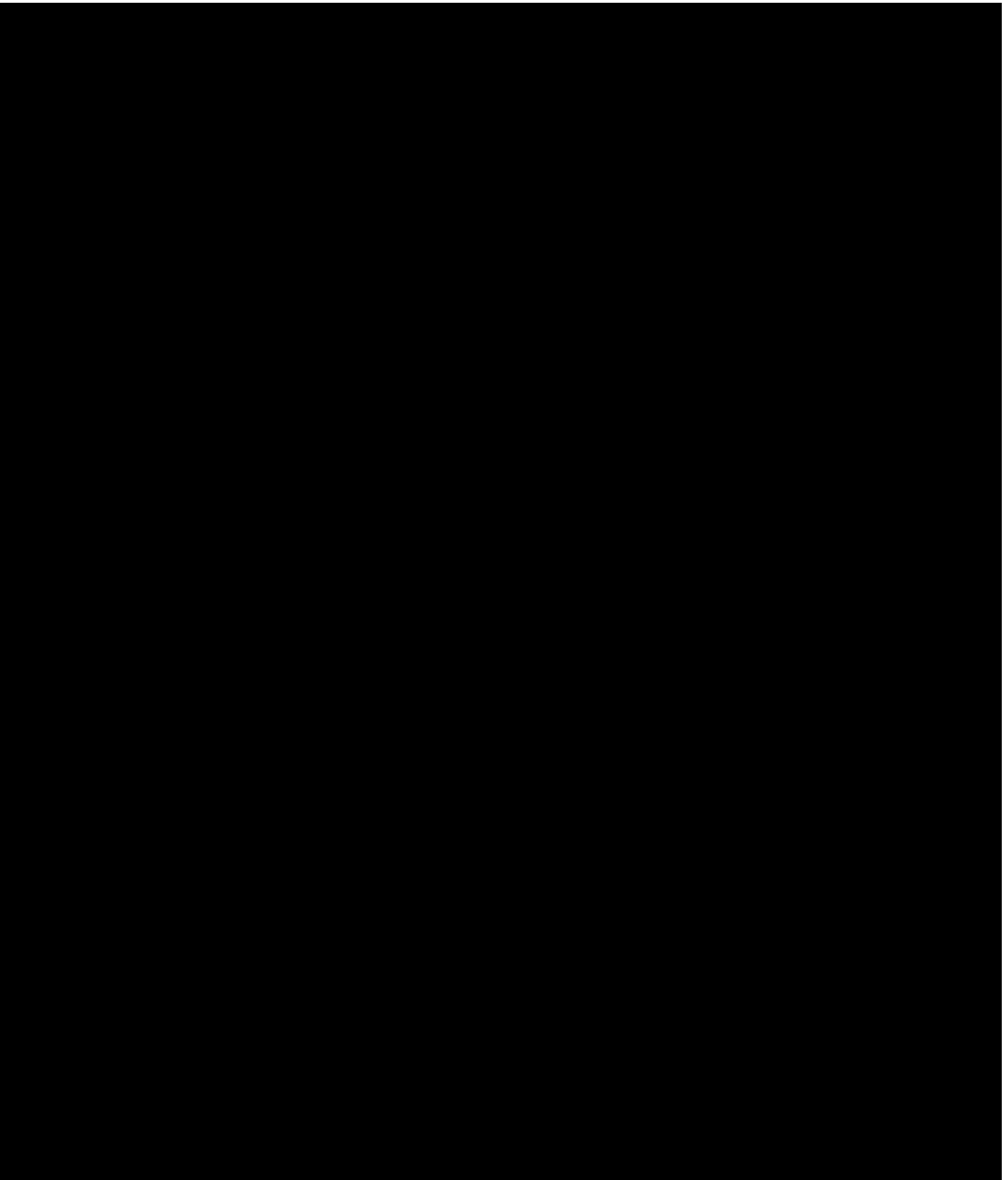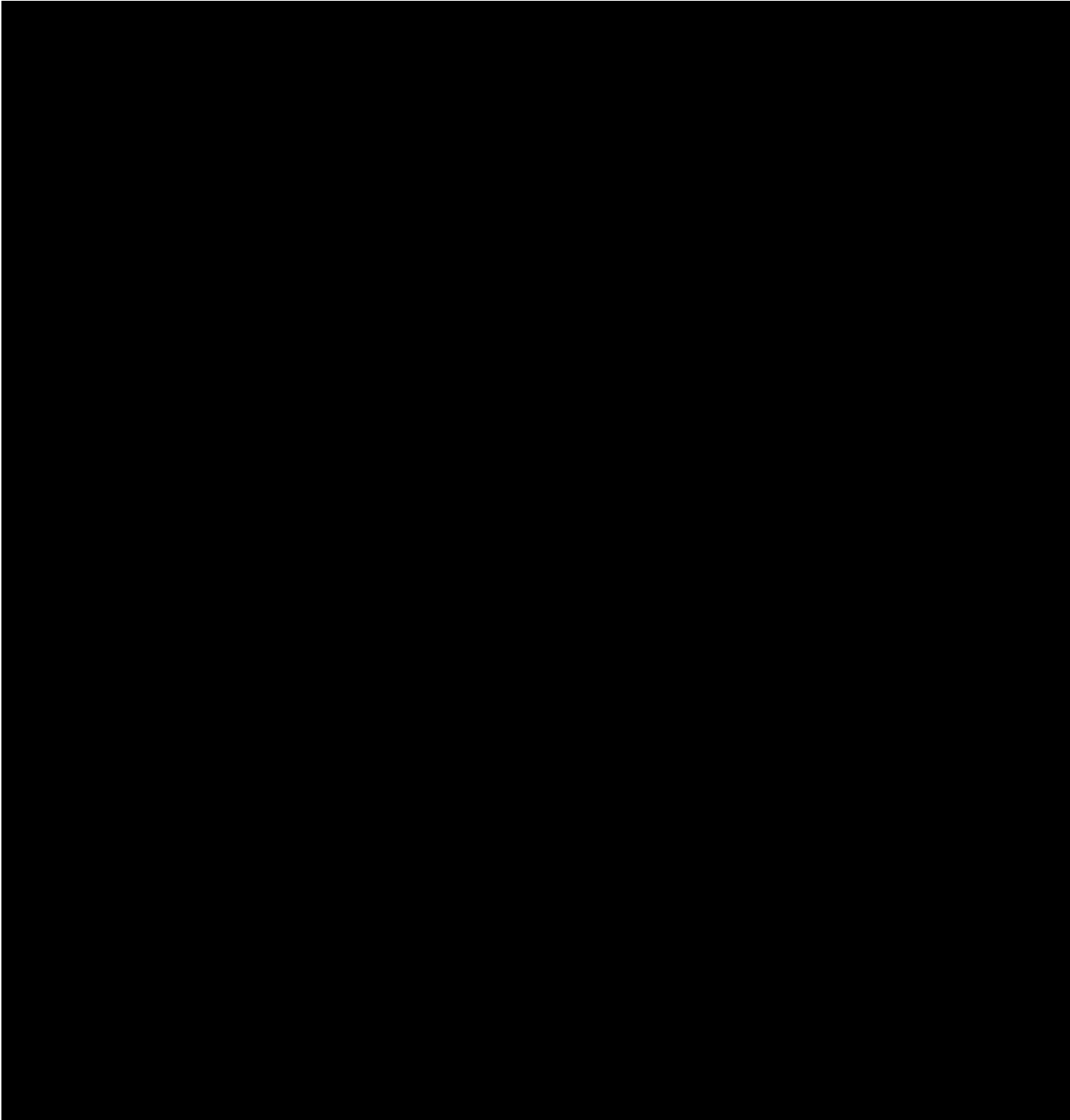
Service Level Agreement (SLA)

Telephone, email, and/or remote access consulting and engineering assistance will be provided per incidents, based on the schedule of severity.

Requests for support will be provided to Planet Technologies using the phone support line or the customer ticket portal. All urgent requests should be submitted via the phone support line. Business Hours includes the hours of 8 am – 5 pm EST. All support requests received outside of normal business hours will be responded too on the following business day, as detailed in our Business Impact table.
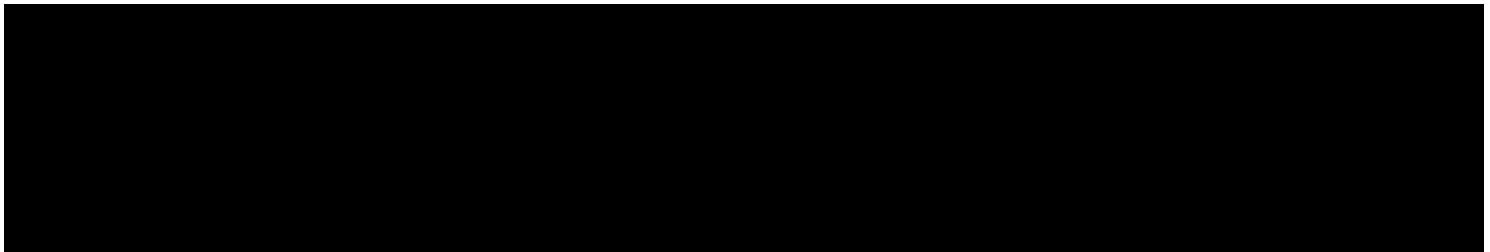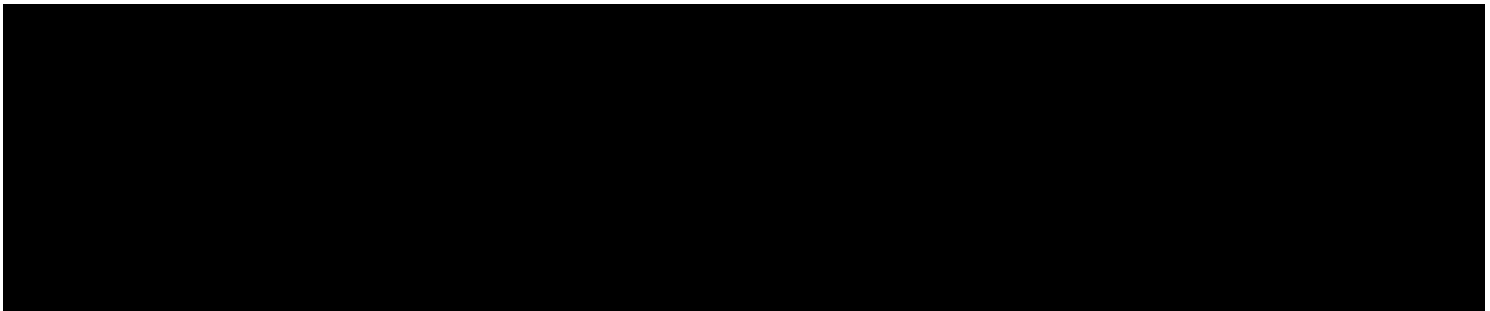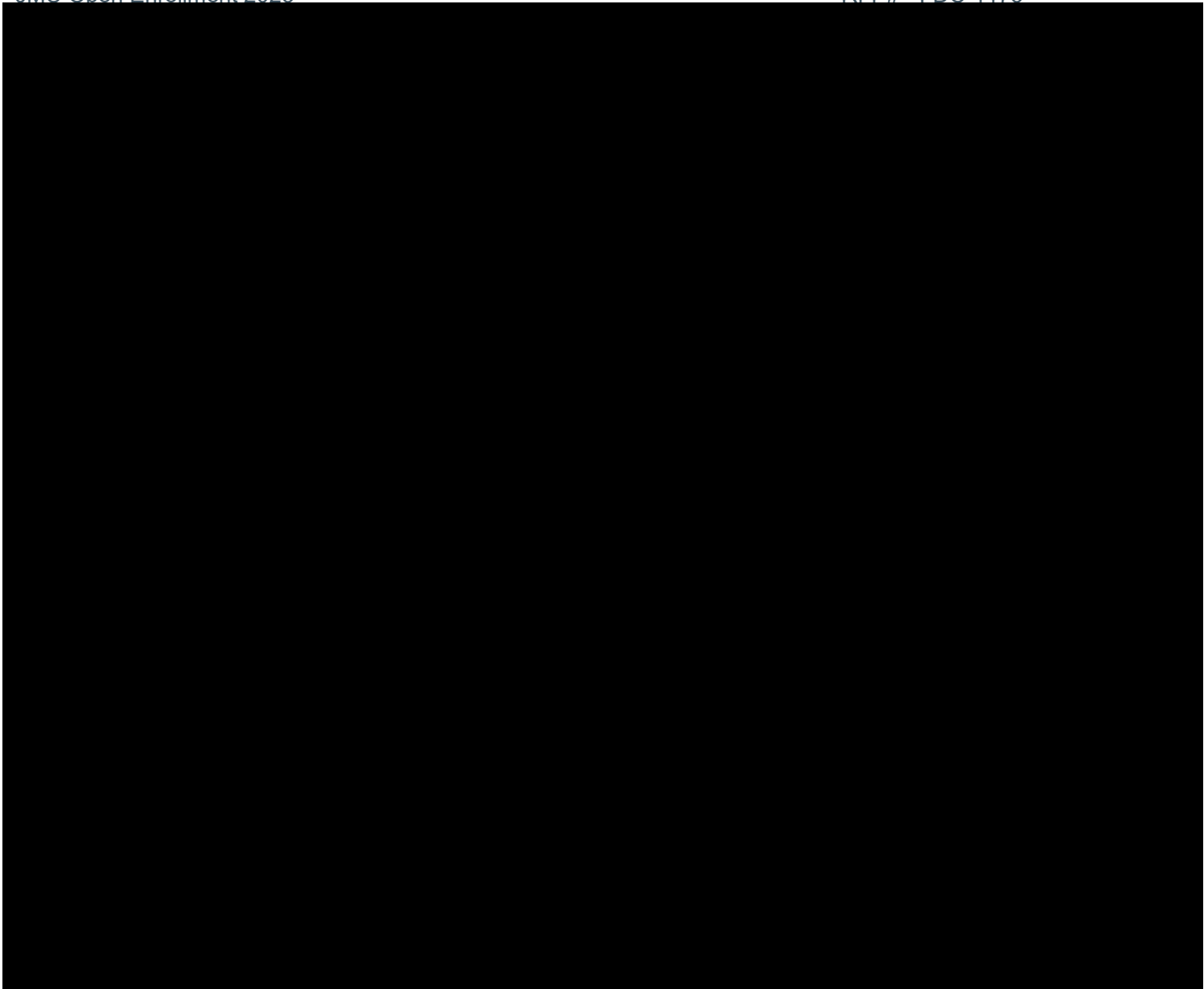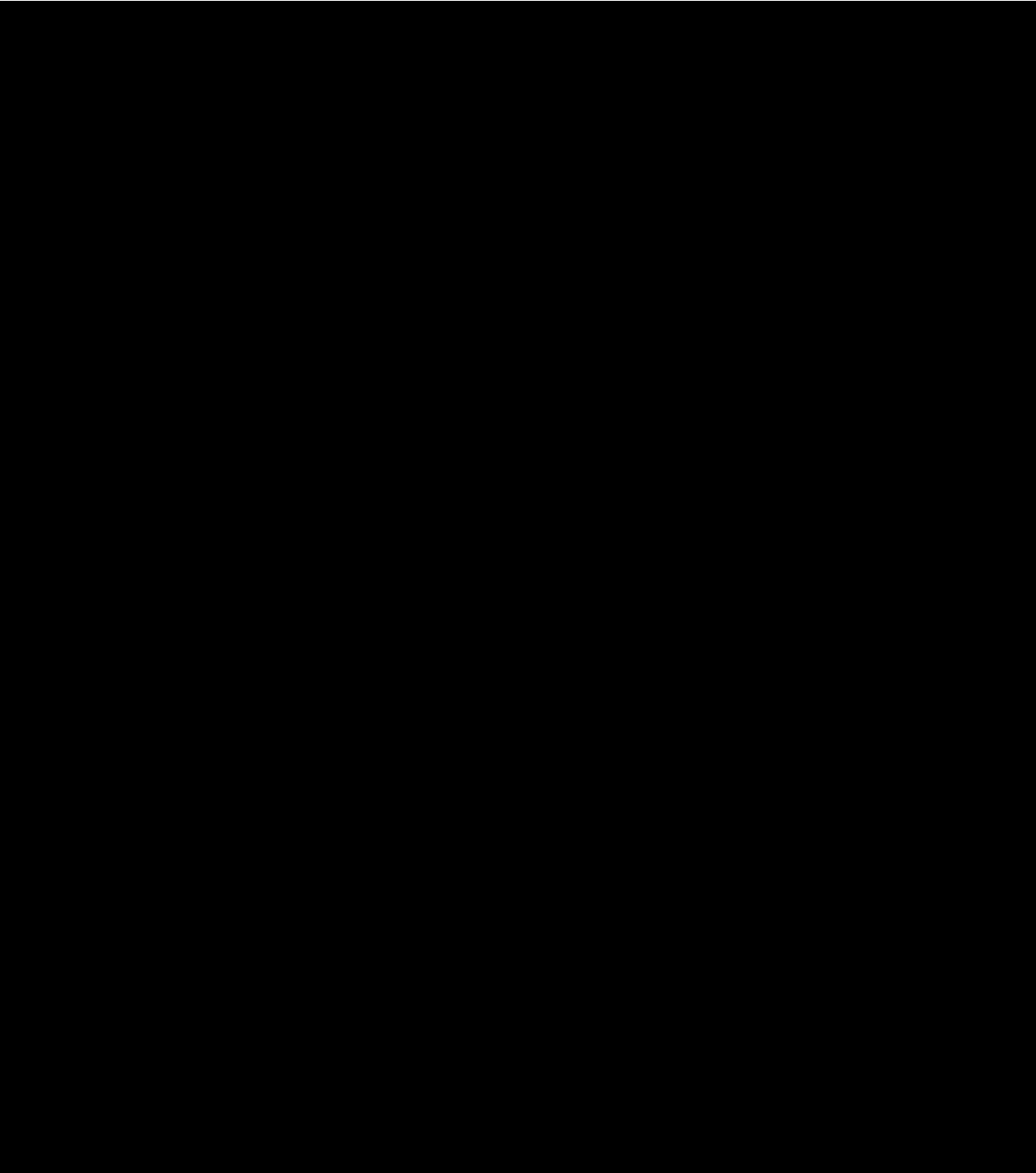
User Costs

User Count		
User Count	**Cost per User**	**List Price**
1-100	- Online Learning Portal	$1,500.00
101 - 249	- Online Learning Portal	$18.00
250 - 499	- Online Learning Portal	$16.00
500 - 999	- Online Learning Portal	$10.00
1,000 - 1,999	- Online Learning Portal	$7.50
2,000 - 3,999	- Online Learning Portal	$6.50
4,000 - 7,999	- Online Learning Portal	$5.00
8,000 - 9,999	- Online Learning Portal	$4.25
10,000 - 20,000	- Online Learning Portal	$3.75
20,000 - 30,000	- Online Learning Portal	$2.85
30,000 - 60,000	- Online Learning Portal	$2.50
60,000 - Plus	- Online Learning Portal	$2.25

Learning Style

Learning Style		
Evolve 365	**Included Tasks**	**List Price**
Auto Learning	- Evolve 365 Site Configuration & Setup - Evolve 365 Training for the Help Desk - Intro to Evolve Email Campaign & User Registration - Online Training Video Content & Updates (Weekly) - Auto Campaigns Delivered (1 a month)	$3,600.00
Basic Learning & Adoption Services	- Evolve 365 Site Configuration & Setup - Evolve 365 Training for the Help Desk - Check-in with Learning Strategist (Monthly) - Customized Campaigns (1 a month)	$6,300.00
Complete Learning & Adoption Services	- Evolve 365 Site Configuration & Setup - Evolve 365 Training for the Help Desk - Check-in with Learning Strategist (Monthly) - Customized Campaigns (1 a month) - Custom Learning Webcast (2 a year) - Custom Training Playlists (2 a year) - Adoption Reports (Monthly)	$10,200.00

Add-Ons

Title	Description	Customer Cost
Custom Training Videos- 20 Minutes	- Review Solution with Customer & Content Team - Review Outline - Share Finished Videos with Customer	$5,595.00
Custom Training Videos - 40 Minutes	- Review Solution with Customer & Content Team - Review Outline - Share Finished Videos with Customer	$10,950.00
Evolve 365 Admin Support / Training (12 Hours)	-OLC Hours of Admin Support from the O365 Managed Services Team	$2,910.00
Evolve 365 Admin Support / Training (24 Hours)	-OLC Hours of Admin Support from the O365 Managed Services Team	$5,820.00
Business Application Custom Training Package	- Review Solution with Customer & Content Team - Custom Training Videos - 40 Minutes - Review Outline - Share Finished Videos with Customer - Introduction Webinar for End Users - 4 Part Custom Learning Email Campaign - End User Feedback Survey	$14,550.00

Title	Description	Customer Cost
Champions Program - Basic	- Creation of Internal User Group of Champion / Power - Users (up to 100 users) (24) - Champions Summit (monthly) (24) - Champions Call (monthly) (60) - Teams Learning Posts or Email Learning Campaign (weekly) (52) - Teams Surveys (weekly) (26) - Champions Management / Organization (52)	$35,700.00
Champions Program - Advanced	- Up to 10 Hours a week doing any Learning Strategist Champion activity (customer choice)	$78,000.00
Champions Program - Elite	- Up to 36 Hours a week (full time) Learning Strategist	$312,000.00
Custom Learning Webcast (x12)	- Create Invitation, Announcement & Promotional Items - Create Presentation - Deliver Presentation - Deliver Attendance Reports, Follow Up Campaigns & Upload Recordings	$5,400.00
Custom Learning Webcast (x6)	- Create Invitation, Announcement & Promotional Items - Create Presentation - Deliver Presentation - Deliver Attendance Reports, Follow Up Campaigns & Upload Recordings	$2,700.00
Custom Training Playlist (x2)	- Topic Discovery with Customer - Create Outline - Index / Build / Request Content - Review with Customer - Publish & Promote	$1,800.00
Custom Training Playlist (x4)	- Topic Discovery with Customer - Create Outline - Index / Build / Request Content - Review with Customer - Publish & Promote	$3,600.00
Communication Plan	- Discovery on Required Communications - Documented Schedule of Proposed Communications Delivery - Creation of Up to 8 Emails based on a technology, policy, project or application launch - Assignments for Content Creation (ie - what information do we need from who) - "Ready to Send" Communication Files (.oft & .doc files)	$3,600.00
Weekly Custom Learning Campaign	- Build a catalog of future campaign ideas with the customer - Define a release schedule - Create and deliver up to 1 "Ready to Send" or "Auto" campaign per week (.oft & .doc files)	$5,850.00
Project Integration	- Internal Strategic Meetings - Weekly Status Meetings - Weekly Internal Project Meetings - OCM Meetings (6 to 8 per engagement) - Migration Project (1-2 per engagement)	$2,700.00

Virtual Classroom Training	
# of Hour (min of 10 hrs) / # of Months	Cost Per Hour
1 to 3 months	$375.00
4 to 6 months	$285.00
7 to 12 months	$205.00
Advanced Cyber and Compliance Training	
Up to 1,000 Users	$4,500.00
1001 - 3,000 Users	$7,500.00
3001 - 5,000 Users	$10,500.00
5,001 - 10,000 Users	$16,000.00
10,001 - 20,000 Users	$24,000.00
Over 20,000	Custom
Coaching	
3 hours availability / 4 sessions a week for 3 months	$2,800.00
3 hours availability / 4 sessions a week for 6 months	$5,500.00
3 hours availability / 4 sessions a week for 12 months	$8,200.00

Planet
Technologies

Attachment: Evolve 365 Terms of Service

The Service

The Office 365 training solution ("Service") described herein means the features and functions of the subscription based enterprise cloud based productivity solution for Microsoft Office 365 offered by Planet Technologies, which features include among others, on-demand videos and self-help, dedicated Microsoft Office 365 advisors and live support agents, and as the Service may be modified from time to time by Planet Technologies.

The Service may also include optional Service Desk Solutions at your discretion, as well as necessary support services provided by Planet Technologies and/or selected by You. As our Service and support is dynamic, and it may change from time to time. Your continued use of the Service and any associated support indicates your acceptance of any such changes or modifications, which in no event shall be deemed a material modification of the Terms.

Using the Service

Your use of the Service must initiate through completion of your Purchase Order (PO). The term of your Service begins with the acceptance and acknowledgement of your PO by Us and may be terminated by either party at any time. You agree to pay for all Services and support selected in the PO for the full term requested unless there is a material breach of these Terms by Us. You also agree to be bound by any Terms that survive the termination of the Service.

Ownership of Content

Planet Technologies may not own all of the content provided for your use through the Service; however, regardless of our ownership rights, we do not grant any license or ownership rights to You that may be distributed to third parties. Planet Technologies respects the copyright and trademark rights of You and all third parties, and nothing in these Terms shall be construed to permit You or Us to violate the Digital Millennium Copyright Act or any related laws or regulations. Except for material in the public domain under United States copyright law, all material contained in the Service and on the cloud, is protected by United States and foreign copyright laws. Except as otherwise expressly provided in these Terms You may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell any material without the prior consent of the copyright owner.

If You provide content to Us through the use of the Service, you agree to hold Us harmless from any and all claims for violation of copyright of intellectual property rights that may be held by You or any third party.

Security

Planet Technologies is committed to the security of your information as well as its own. We take commercially reasonable measures to guarantee the safety of the information You provide to us, but we cannot guarantee that it will not be compromised by third parties.

Acceptable Use

You agree to use the Service for its intended purpose and access it as provided in the instructions given to you by Planet. You agree to comply with all laws and regulations governing the use of the internet and related social media and will refrain from posting harassing, illegal, profane or other unacceptable material. You agree not to alter or deface content provided or to make copies for improper use or distribution. You agree not to spam others or to engage in commercial activity outside of that which is specifically permitted by Planet.

Disclaimer and No Warranty

The service and all included content and support are provided on an "as is" basis without warranty of any kind, whether express or implied. Planet technologies specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. Planet technologies further disclaims any and all liability related to your access of the service and the related support. You use the service at your own risk.

Limitation of Liability

To the maximum extent permitted by law, planet technologies shall not be liable to you under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special, consequential or exemplary damages (even if such party has been advised of the possibility of such damages), or lost profits or savings, loss of use of services, cost of capital, cost of procurement of substitute services, downtime costs, cost of replacement services, or such damages and expenses arising out of or related to this agreement. Our aggregate and cumulative liability for monetary damages hereunder shall in no event exceed the amount of fees paid by you to us during the 12 months immediately preceding the date on which any claim is made under this agreement.

Indemnification

You agree to indemnify, defend, and hold harmless Planet Technologies from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms or any law or regulation; (2) your violation of any law or right of any third party; or (3) any violation of or misappropriation by You of any copyright or intellectual property right of any third party.

Entire Agreement and No Assignment

These Terms and the Order Form constitute the entire agreement between You and Planet Technologies related to the Service. We may make modifications to the Services and/or support that do not materially change the Terms. Your continued use of the Service constitutes acceptance of these modifications.

These Terms govern the relationship between You and Planet Technologies. The Terms are not transferrable by You to any third party.

If any provision(s) of the Terms is deemed illegal or unenforceable, such provision(s) shall be severed without affecting the remainder of the Terms.

Request for Proposal

RFP# FDC-1175

Information Technology Consulting Services

June 15, 2023

ANSWER/INQUIRY SUBMISSION FORM
DEADLINE FOR SUBMISSION OF QUESTIONS: <u>Thursday, July 20, 2023 @ 5:00 p.m.</u>

PROCEDURE FOR SUBMITTING QUESTIONS

All questions and inquiries shall be formally submitted on this document. Questions shall be submitted in writing and shall reference, whenever possible, the Page, Section, Item number within the Statement of Needs specifications of this document that the question is in reference to.

Questions shall be submitted to: Doug Chester at the following e-mail address: chestefd@jmu.edu.

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

Date: _____

Project Location: James Madison University
Project # & Title: FDC-1175 Information Technology Consulting Services

The following question concerns: (indicate)

    RFP Document: Section (number) _____, Page _____, Paragraph _____,

_____

_____

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Question submitted by:

_____
    Name   Organization   E-mail Address

REQUEST FOR PROPOSAL
RFP# FDC-1175

Issue Date: **June 15, 2023**

Title: **Information Technology Consulting 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 <u>2:00 PM on August 3, 2023</u> 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 by July 20, 2023 by 5:00 PM EST.

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-1175

TABLE OF CONTENTS

I.   PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide information technology consulting services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II.   BACKGROUND

James Madison University is a comprehensive university in Harrisonburg, Virginia and is part of the statewide system of public higher education in the Commonwealth. The university offers programs at the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The university employs approximately 4,000 faculty and staff. Further information about the University can be found at the following website: www.jmu.edu.

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

James Madison University is currently utilizing the following technologies:
- Oracle Identity Management Suite 11g R2 P3
- Oracle/PeopleSoft Campus Solutions 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Human Resources 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Financial Management 9.2; PeopleTools 8.55.x
- Oracle/PeopleSoft Enterprise Application Portal 9.2; PeopleTools 8.55.x
- WebLogic
- Desktop Management: Microsoft Windows and Macintosh (SCCM, JAMF, Apple Enterprise Connect)
- Microsoft 365 (A5 license)
- Microsoft Active Directory
- Federation Services (Shibboleth, OpenID)
- Cisco technologies (including but not limited to network and video conferencing)
- Virtualization technologies (VMWare)
- Cherwell ITSM
- Salesforce (Enterprise CRM)
- NEC Voice and Collaboration Technologies
- Boomi

Additionally, JMU is engaged in a multi-year initiative ("Reengineering Madison") that will include implementing significant technology platforms such as an enterprise Customer Relationship Management (CRM) platform (Salesforce) and new data solutions for managing and visualizing JMU's data. Reengineering Madison will also involve replacing JMU's current PeopleSoft ERP (Enterprise Resource Management) platform, including Finance, Human Resources, and Student Administration applications, as well as current applications used for

managing the identities of JMU's constituents. For more information on Reengineering Madison, see https://www.jmu.edu/computing/projects/reengineering-madison/index.shtml.

The University is aware of other cooperative contracts awarded by higher education institutions in the Commonwealth. Firms currently on a cooperative contract with these institutions are not required to respond to this solicitation. The University reserves the right to request quotes from firms on other cooperative contracts, when it is deemed in the best interest of the University.

James Madison University reserves the right, when not in the best interest of the university, to decline award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.

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

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

1. Describe your corporate competencies/experience providing IT consulting services for one or more of the technologies listed below.

   a. Oracle Core Technologies

   b. Oracle/PeopleSoft Enterprise Solutions

   c. Desktop and Mobile Device Management

   d. Microsoft Azure and M365

   e. Okta

   f. Data Analytics/Visualization/Warehouse/Lake

   g. Change Management Training, Services, & Certification

   h. Security and Federation Services

   i. Cisco Technologies, Infrastructure Support, and Virtualization

   j. Audio Visual Technologies

      k.   Secure Research Enclaves

      l.   Other Technology

2. Describe approach and methodology that will be used to provide IT consulting services to James Madison University. Include how your firm would manage the scope of projects.

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

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

5. Describe IT consulting services available from your firm. Examples of services may include, but are not limited to, the following:

      a.   Implementation

      b.   Development

      c.   Project Management

      d.   Architecture and Design

      e.   Capacity Planning

      f.   Installation and Configuration

      g.   Performance and Scalability

      h.   Conversion

      i.   Monitoring, Administration and Upgrades

      j.   Training Development

      k.   Operations Metrics

6. Describe training options and specify associated costs in *Section X. Pricing Schedule*. Include a catalog of training offerings and differentiation between technical staff and end-user training.

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

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

9. Describe your approach to project management.

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

11. Describe the functions that may be provided by a subcontractor of your firm. Specify the expertise and credentials required from the subcontractor.

V. PROPOSAL PREPARATION AND SUBMISSION

   A.   GENERAL INSTRUCTIONS

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

   1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

      a. **One (1) original** and **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 any addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the 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. <u>SPECIFIC PROPOSAL INSTRUCTIONS</u>

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. <u>EVALUATION CRITERIA</u>

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

1. Quality of products/services offered and suitability for intended purposes

2. Qualifications and experience of Offeror in providing the goods/services

3. Specific plans or methodology to be used to perform the services

4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses

5. Cost

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

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

VII.   GENERAL TERMS AND CONDITIONS

A.   PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B.   APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C.   ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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. <u>ETHICS IN PUBLIC CONTRACTING</u>: 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. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: 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. <u>DEBARMENT STATUS</u>: 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. <u>ANTITRUST</u>: 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. <u>MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs</u>: 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. PRECENDENCE 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, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or

disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

    a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

    b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief,

sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII.   SPECIAL TERMS AND CONDITIONS

A.   <u>AUDIT</u>: 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.   <u>CANCELLATION OF CONTRACT</u>: 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.   <u>IDENTIFICATION OF PROPOSAL ENVELOPE</u>: 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.   <u>LATE PROPOSALS</u>: 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.   <u>UNDERSTANDING OF REQUIREMENTS</u>: 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.   <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1.   If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2.   If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G.   <u>SUBMISSION OF INVOICES</u>: 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.   <u>OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS</u>: 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. <u>COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES</u>: 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. <u>SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE</u>:

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. 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.

Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to students, faculty, and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

IX. METHOD OF PAYMENT

The contractor will be paid based on 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 request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. 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 onsite and offsite hourly rates broken down by position type for the proposed services. Onsite hourly rates shall include all billables (e.g. travel, lodging, meals, etc.). See Attachment D.

In addition to completing Attachment D, the Offeror shall also provide pricing for all other services, including training offerings.

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: Pricing Schedule

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. <u>QUALIFICATIONS OF OFFEROR:</u> Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. <u>YEARS IN BUSINESS:</u> Indicate the length of time you have been in business providing these types of goods and services.

     Years_____ Months_____

3. <u>REFERENCES:</u> 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 #

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 <u>CODE OF VIRGINIA</u>, 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

JMU

JAMES MADISON
UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____
hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the
"Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1)   This signed form;

(2)   The following portions of the Request for Proposals dated _____:
    (a)   The Statement of Needs,
    (b)   The General Terms and Conditions,
    (c)   The Special Terms and Conditions together with any negotiated modifications of
        those Special Conditions;
    (d)   List each addendum that may be issued

(3)   The Contractor's Proposal dated _____and the following negotiated
    modification to the Proposal, all of which documents are incorporated herein.
    (a)   Negotiations summary dated _____.

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

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

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Attachment D – Pricing Schedule

For each technology/category listed below, provide your company's hourly rate for each of the three roles listed. If you refer to the role by a different name, list it in the space provided next to the corresponding role. Onsite pricing must be inclusive of all billables (travel, lodging, meals, etc.)

***** <u>*The Offeror shall also provide onsite and offsite pricing for all other services/roles not listed below, including training offerings*</u>. *****

	Onsite	Offsite		Onsite	Offsite
Oracle Core Technologies			**Change Management Training, Svcs, & Cert.**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.
Oracle/PeopleSoft Enterprise Solutions			**Security and Federation Services**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.
Desktop and Mobile Device Management			**Cisco Technologies, Infrastructure Support, and Virtualization**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.
Microsoft Azure and M365			**Audio Visual Technologies**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.
Okta			**Secure Research Enclaves**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.
Data Analytics/Visualization/Warehouse/Lake			**Other Technology**		
Project Manager or _____	_____/hr.	_____/hr.	Project Manager or _____	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.	Senior Engineer or _____	_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.	Engineer or _____	_____/hr.	_____/hr.

JAMES MADISON UNIVERSITY.

July 25, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# FDC-1175**
                            Dated: **June 15, 2023**
                            Commodity: **Information Technology Consulting Services**
                            RFP Closing On: ~~**Thursday, August 3, 2023, at 2:00 p.m.**~~
                                                       Tuesday, August 15, 2023, at 2:00 p.m.

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

James Madison University has extended the RFP closing date to Tuesday, August 15, 2023 at 2:00 p.m.

Due to the volume of questions received, an additional addendum may be posted at a future date.

1. Question – On the 3rd page of the solicitation it states the period of performance is from date of award through one year (renewable). How many renewals periods does JMU expect in terms of being renewable?
   Answer – *Section VII. Special Terms and Conditions, Item F* **states that JMU has the option to extend the original contract for four (4) successive one-year periods.**

2. Question – How many FTEs are estimated to be needed onsite versus remote?
   Answer – This would depend on the nature of the engagement.

3. Question – In order to be awarded this project, does at least one (1) team member need to be SWaM certified? Do sub-contractors need to be small business and SWaM certified?
   Answer – SWaM certification is not a requirement for award; however, JMU tries to work with SWaM vendors whenever possible. Evaluation points will be given to vendors that are a SWaM vendor or that use SWaM sub-contractors. Additionally, all vendors should complete the SWaM Utilization Plan in the RFP document.

4. Question - Is there a page limit to RFP response?
   Answer – No; however, proposals should be prepared simply and economically (see section V.A.3.b.).

5. Question – What industry partner currently performs this work? What is the incumbent contract number and total dollar value if there is one? Please confirm if we can get the previous proposals or pricing of the incumbent(s).
   Answer – The University currently has contracts in place with the following vendors - Unicon, Inc., Sierra-Cedar, Inc., Securance Consulting, HyperGen, Inc, Plante & Moran, PLLC, Cherry Bekaert Advisory

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752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of   540.568.3145 Phone
PROCUREMENT SERVICES   540.568.7935 Fax

LLC, Highstreet IT Solutions, LLC, Nautiquos Business Solutions, LLC, Assura, Inc., and Planet Technologies, Inc. Previous spend can be found at www.eva.virginia.gov. Current contracts with the firms listed above can be found at http://cipag.jmu.edu/cipag/.

6. Question - Is remote only pricing an option? Will proposals be considered if only remote pricing is provided?
   Answer – All proposals will be considered, including remote only pricing.

7. Question – Can vendors only provide pricing for select areas as opposed to all areas?
   Answer – Offerors may provide pricing for one or more of the technologies/categories listed in the RFP (see *Section IV.1.*). Offerors should identify their firm's technology specializations in their proposal.

8. Question – Is hosting included as part of the services required?
   Answer – The scope may include hosting services, depending on the specific project.

9. Question – Is operations and maintenance – patching, vulnerability scanning, remediation, etc. included as a part of the services requested?
   Answer – The scope may include operations and maintenance services, depending on the specific project.

10. Question – Given that Oracle's Identity Management is currently used at JMU, how does JMU anticipate using Okta?
    Answer – The University has selected Okta as its future Identity Management solution.

11. Question – What is meant by Secure Research Enclaves?
    Answer - Using Microsoft's definition, the Secure Enclave for Research (also known as the Secure Research Enclave) is a reference architecture for a remotely-accessible environment for researchers to use in a secure manner while working on restricted data sets.

12. Question – Does the scope of the contract include the design and implementation of any hybrid cloud infrastructure?
    Answer – The scope may include the design and implementation of cloud/hybrid cloud infrastructure, depending on the specific project.

13. Question – What criteria does the University use to accept or reject proposed or assigned consultants, and how does this impact the contractor's role and responsibilities throughout the duration of the contract?
    Answer – Consultants assigned to the University may be rejected based on a variety of reasons including, but not limited to, lack in professionalism, responsiveness, timeliness, knowledge and experience, etc.

14. Question – Is the work expected to be SOW based or hourly based?
    Answer – That will depend on the nature of the engagement; however, it is reasonable to expect that either could apply.

15. Question – It is mentioned that sealed proposals will be received. Is there any that a vendor can submit a proposal online?
    Answer – No. JMU is not set up to receive electronic responses through eVA or emailed proposal responses.

16. Question – What is the annual spend at JMU for IT consulting services?
    Answer – Previous spend can be found at www.eva.virginia.gov.

17. Question – Assuming an offeror currently holds a contract with a VASCUPP higher education institution, such as the University of Virginia or George Mason University, how does that impact our status on this RFP?
    Answer – The last paragraph of the *Section II. Background* section states: "James Madison University reserves the right, when not in the best interest of the university, to decline award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts."

18. Question – Will you prefer vendors with a branch office presence in Harrisonburg? We are only present in Northern Virginia.
    Answer – A branch office in Harrisonburg, VA is not required.

19. Question - Are there specific technologies within the listed categories (such as Oracle Core Technologies, Microsoft Azure, etc.) that require specialized expertise or are of higher priority in the context of JMU's Reengineering Madison?
    Answer – See RFP *Section II. Background*.

20. Question - Can you provide more information about the typical scope and size of projects at James Madison University? Are there any specific project management methodologies or frameworks that the university prefers? Do you have any major projects in progress?
    Answer – The University's major technology projects can be found at https://www.jmu.edu/computing/projects-and-initiatives.shtml.

21. Question - What is the expected duration of the projects? Will the assignments be short-term or long-term?
    Answer – The expected duration will depend on the specific project and may be short-term or long-term.

22. Question - Are there any specific certifications or qualifications required for the assigned personnel?
    Answer – Required certifications or qualifications will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP *Section IV.3.*).

23. Question - Can you provide more details on the expected level of involvement and responsibilities of the primary contact for the account?
    Answer – Expected level of involvement and responsibilities will vary based on the project.

24. Question - Can you provide more information about the evaluation criteria for assessing the similarity of projects at higher education institutions?
    Answer – Offerors should provide examples of recent projects at higher education institutions comparable to James Madison University. See RFP *Section II. Background* for more information about the University.

25. Question - Are there any specific reporting or documentation requirements for IT consulting services?
    Answer – Reporting and documentation requirements will vary depending on the project.

26. Question – Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time. When will this be posted?
    Answer – The points will be posted the day before the RFP closes.

27. Question - Does the scope include advising and strategic planning support for the technologies listed?
    Answer – The scope may include advising and strategic planning support, depending on the specific project.

28. Question - What will be the engagement model for Vendors that are awarded this contract? Will JMU issue statements of work for the selected vendors to compete? Will the statements of work be for hourly staff augmentation or will it also include fixed price strategic engagements? Can you provide additional information on the anticipated level of collaboration and coordination between the successful bidder and JMU IT staff?
    Answer – As information technology consulting needs arise, the University will contact a firm(s) on contract to discuss the project for which the University requires assistance. A statement of work will be requested from the vendor based on contract terms and pricing, and additional discussions will occur.

29. Question - What will be the maximum number of awardees under this contract? Please confirm the anticipated number of awards.
    Answer – The University does not have an anticipated or maximum number of awards for this RFP.

30. Question – For this RFP, are resources expected to be on-stie or remote in Harrisonburg, VA? Given the skill sets, we're assuming it's fully remote, but wanted to verify
    Answer – Remote is usually acceptable; however, it would depend on the nature of the engagement.

31. Question - How many users are on Office 365? What license do they have? Provide a license count.
    Answer – Approximately 30,000 accounts. The majority have A5 licenses with a few having A3 licenses.

32. Question - Are the licenses being purchased directly with Microsoft or through a Microsoft Partner?
    Answer – SHI.

33. Question - Do you currently use Microsoft Teams and/or Microsoft SharePoint?
    Answer – Yes.

34. Question - Is there a software in place currently to manage endpoints remotely? If so, what product(s) are being used?
    Answer - JAMF Pro, Microsoft Intune, and Microsoft Endpoint Configuration Manager are used.

35. Question - How often are the devices and endpoints being updated? Monthly/quarterly/etc. basis?
    Answer – Endpoint patches are deployed typically the same month they become available.

36. Question - Do you have employees working remotely that use a company device?
    Answer – Yes.

37. Question - Do you offer Bring Your Own Device (BYOD) to employees?
    Answer – No.

38. Question - Is there a Mobile Device Management (MDM) solution deployed?
    Answer – Yes, for JMU owned devices.

39. Question - How many desktops/laptops/mobile devices are you supporting?
   Answer – JMU IT actively manages roughly 4,500 Windows devices, 2,500 Mac devices, and 1,000 mobile devices.

40. Question - Which version of Windows are the desktops/laptops running on?
   Answer – Primarily Windows 10 22H2.

41. Question - Are user devices being backed up? If so, how often, and do you have retention policies in place?
   Answer – User devices are not centrally backed up.

42. Question – Are the servers on-site or on the cloud? Hybrid?
   Answer - Servers are onsite.

43. If you have a cloud environment, is it Azure/AWS/other?
   Answer – The University has applications in both Azure and AWS.

44. Question - How many servers do you have? What operating system are they on? Do you have any Windows Server 2012/2012R2? Any Linux Servers? Microsoft is sunsetting Windows 2012 servers in October. Is there a plan to upgrade/replace your current 2012 servers? Please provide details.
   Answer – The University has approximately 500 servers. Windows and Linux.
   - **2012R2 (26 servers - all slated to decom by October, with the potential exception of 3 belonging to Card Services, which they handle on their own and are in discussions with IT-Sec about)**
   - **2016 (89 servers)**
   - **2019 (93 servers)**
   - **2022 (7 servers)**
   - **Linux (210 Servers) primarily running RHEL 7 & 8**
   - **16 - VMware Host servers, and 3 management servers, running VMWare version 7. (13 normal hosts, 3 VDI hosts, 2 VCenter servers and the VRealize server)**
   - **54 - additional servers are being tracked, but are either security servers (OS not maintained by us), Other Linux (CentOS) or OVAs (Virtual appliances)**

45. Question - Is there a Disaster Recovery plan in place? What is the infrastructure at the fail over location?
   Answer - Yes. Disaster Recovery plans exist for critical systems. There is geographical, power, and HVAC redundancy at the failover location, as well as off-site backups in the event of whole data center loss.

46. Question - How many databases are you using? Please specify which ones.
   Answer – See RFP *Section II. Background.*

47. Question - What are some of the critical applications being used today? Any ERP applications?
   Answer – See RFP *Section II. Background.*

48. Question - What is the network topology currently used, and how are these locations communicating to each other?
   Answer - On campus locations are serviced via single mode fiber. Off campus locations are a combination of DIA circuits and wireless bridges.

49. Question - Is there a VPN in place for remote access? Is there a firewall?
    Answer - Yes to both.

50. Question - What is the speed of the network connection to the internet? Do you have a backup connection?
    Answer - Two 8Gbs pipes in active/active state.

51. Question - How many Routers, Switches, and Firewalls are in your network?
    Answer - L2 switches: 855
                      L3 switches/routers: 10
                      Firewalls: 4

52. Question - How many buildings/locations?
    Answer – The University has approximately 185 buildings on 750 acres. The campus is divided by interstate 81 and the C&P railroad.

53. Question - How big is your current IT department, if any?
    Answer - Approximately 150 employees

54. Question - Please provide the brand for the switches, network devices, laptops, desktops, and printers.
    Answer - Cisco Routers and switches for the wired network. The wireless network is Aruba. Laptop/Desktops are a mix of Dell and Apple. Printers vary, but a significant number are leased KM Bizhub devices.

55. Question - Do you have any cameras to support?
    Answer: Yes. Cameras are managed by Facilities Management.

56. Question - Do you currently have a VOIP solution? Who is your VOIP provider? What is the brand of your desktop phones? How many extensions/DID numbers?
    Answer – The University is currently deploying an NEC VoIP solution with Black Box Network Services, and have approximately 8,000 user and service type extensions. Phones are NEC.

57. Question - Do you have ticketing system in place? Estimate of tickets per month/quarter?
    Answer - Yes. The University uses Cherwell as its ITSM ticketing system and receives approximately 49,189 tickets per year.

58. Question - Do you require someone to be on-site all the time?
    Answer - That would depend on the nature of the engagement.

59. Question - Is this a multi-vendor or single vendor award?
    Answer – This is anticipated to be a multi-award contract.

60. Question - Is there Change Management system in place?
    Answer - Technical hardware or software changes are managed through the University's ITSM.

61. Question - Is there an Information Technology Asset Management (ITAM) solution in place?
    Answer – Not as such. The University uses Cherwell ITSM for CMDB, and JAMF Pro and Intune for MDM.

62. Question - What applications are currently in use?
    Answer – See RFP *Section II. Background.*

63. Question - The RFP has some focus on Salesforce in the opening. But I see that Huron was awarded a contract for Salesforce work less than 6 months ago. Is JMU looking to understand other options that can support the Salesforce deployment if needed?
    Answer – Yes, the University is interested in other Salesforce resources and skillset augmentation options.

64. Question – Are there any pain points of issues with the current vendor(s)?
    Answer – No.

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272

August 3, 2023

ADDENDUM NO.: Two

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# FDC-1175**
	Dated:	**June 15, 2023**
	Commodity:	**Information Technology Consulting Services**
	RFP Closing On:	**Tuesday, August 15, 2023, at 2:00 p.m.**

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

1. Question - How far along is the Reengineering Madison project? When is the new system expected to go live?
   Answer - See RFP *Section II. Background.*

2. Question - Can you please share the portfolio of projects/initiatives that will be executed under the Reengineering Madison program?
   Answer - See RFP *Section II. Background.*

3. Question - Can you provide ticket volumes that you are currently experiencing for PeopleSoft for the last one year, preferably by severity?
   Answer - No. Ticket volume alone is not a good indicator.

4. Question - What is the size of the existing support team supporting PeopleSoft?
   Answer – 10 people.

5. Question - Will existing support team members be moved to the Reengineering Madison project?
   Answer - Yes, in part.

6. Question - Can you provide the architecture diagram for your PeopleSoft application and its deployment?
   Answer - This information may be provided depending on the engagement and after the execution of a SOW.

7. Question - What is the current PUM level for each of the PeopleSoft application pillar?
   Answer - This information may be provided depending on the engagement and after the execution of a SOW.

8. Question - What is the number of environments that exist for each PeopleSoft application pillar (example – DEV, TEST, DMO, UAT etc.)?
   Answer – 4 environments.

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752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
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9. Question - What is the size of the production database for each of the PeopleSoft application pillar?
   Answer - This information may be provided depending on the engagement and after the execution of a SOW.

10. Question - Does Oracle Core Technologies mean the Oracle DBA skill set? If not, please provide more details.
    Answer - Yes.

11. Question - What skills are required in Desktop and Mobile Device Management?
    Answer - Required skills, certifications, or qualifications will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP *Section IV.3.*).

12. Question - Please provide details of the services expected in the following technologies:
    a. Security and Federation Services
    b. Microsoft 365 (M365)
    c. Audio and Visual Technologies
    d. Secure Research Enclaves
    Answer - Services may vary depending on the nature of the engagement.

13. Question - What is expected from Svcs and Cert in Change Management? What are the roles of Senior Engineer/Engineer in Change Management?
    Answer - See RFP *Section IV. Statement of Needs* and *Section D. Pricing Schedule*. If your firm refers to a specific role by a different name, list it in the space provided next to the corresponding role.

14. Question - Does onsite pricing refer to work specifically performed on campus (in person), and does offsite work pertain to work conducted within the US but off-campus, remote?
    Answer - Yes.

15. Question - What positions are you looking to fill immediately? Is there current or future project you are expecting?
    Answer - See RFP *Section II. Background*.

16. Question - For onsite services, we find that a base billable rate is suitable for most of our clients, and hotel/travel expenses charged as actuals later. Would you still like a single blended hourly charge for these positions including all expenses?
    Answer - Yes.

17. Question - What are the Oracle core technologies focused on consulting services like OBIA, OBIEE, ODI, OAC, etc.?
    Answer – Unavailable at this time.

18. Question - Is there a preferred cloud provider like AWS, GCP, or Azure for a data lake/data warehouse solution?
    Answer - No.

19. Question - Is the data warehouse/data lake solution in place that required migrating to a new tool stack or a new solution is expected?
    Answer - See RFP *Section II. Background*.

20. Question - Is there a preferred visualization tool for analytics?
    Answer - No.

21. Question - Has Fluid UI been implemented in your PeopleSoft Application?
    Answer - No.

22. Question - Is the Boomi atom/molecule installed on-premises or in the cloud?
    Answer – On-premises.

23. Question - What Salesforce modules have been implemented/utilized?
    Answer - Implementation is just beginning. See RFP *Section II. Background.*

24. Question - Is it mandatory to showcase the amount of sales our company had during the last twelve months with each VASCUPP Member Institution? Can we skip this portion if we do not have an existing/ previous VASCUPP cooperative contract? Will the proposal be deemed non-responsive if we do not have sales during the last twelve months with each VASCUPP Member Institution?
    Answer - A response to the question is required. If the answer is none/zero, indicate that as your answer. Previous sales/experience with a VASCUPP Member Institution is not a requirement for submitting a proposal or being awarded a contract.

25. Question - Please confirm whether the "Secure Research Enclave" category includes CMMC readiness testing? Or, is this category meant for the development/implementation of the architecture for these enclaves?
    Answer - Secure Research Enclave could include CMMC readiness or the development/implementation of the architecture for these enclaves.

26. Question - How does JMU define "Consulting Services" and "technology advisor"?
    Answer - See RFP *Section IV. Statement of Needs.*

27. Question - Is this a new requirement or an existing requirement?
    Answer - This RFP is to replace an existing contract with multiple vendors.

28. Question - What are your Key Performance Indicators?
    Answer - Key performance indicators will vary depending on the project.

29. Question - If we have a teaming agreement with a subcontractor, does the subcontractor's experience count as experience for us?
    Answer - The experience of a subcontractor specified in a proposal may be considered in the evaluation of the qualifications and experience of the Offeror.

30. Question - Do we need to submit only one response including the price schedule?
    Answer - Vendors should submit one (1) original and four (4) copies, and electronic copy in WORD format or searchable PDF (*on a flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. The original, copies, and electronic version should all be the same and include the pricing schedule.

31. Question - As a firm registered on eVA, do we have to pay the fees before the submission of the proposal (i.e. this stage) or after award? Please also clarify that the subcontractor also has to pay this fee.
    Answer - eVA fees are only paid upon receipt of a purchase order issued through the eVA system. eVA fees are paid by the vendor listed on the issued purchase order. If a subcontractor is issued a purchase order directly, they would have to pay the associated eVA fees; however, if the purchase order is issued to the prime contractor, and the subcontractor is working under the prime contractor, the subcontractor would not pay the associated eVA fees. The University typically issues purchase orders to the prime contractor.

32. Question - Do we need to submit provided RFP Cover Sheet as a Cover Page of the proposal?
    Answer - The RFP cover sheet does not need to be submitted as the cover page of a proposal.

33. Question - Is there any local preference for this contract?
    Answer - No.

34. Question - Is it mandatory to have experience with higher education institutions?
    Answer - Experience with higher education institutions is not required.

35. Question - Please confirm whether security assessment and consulting services are included on this contract. If so, should we price this under the category "Security and Federation Services" on the Pricing Schedule?
    Answer - The scope may include security assessment and consulting services, depending on the specific project. In addition to completing *Attachment D*, Offerors should also provide pricing for all other services.

36. Question - Is there any flexibility in the initial contract duration of one year? Is it safe to assume that the same terms and conditions will remain same when the project is renewed? Are there any pre-defined criteria to be met by the vendors to get the renewal of contract?
    Answer - JMU typically issues contracts for one year with subsequent one-year renewals. The terms and conditions of existing term contracts are reviewed at the time of renewal. Contract terms may be negotiated and modified as necessary. See RFP *Section VIII.F.*

37. Question - Can you please specify the list of all technologies in each technology area under Section IV? Example: Do we need to consider Oracle Database, Fusinon Middleware, SOA, BPM, Identity Management, MDM, Webcenter-Sites, Portal, Content, Social, OBIEE, Golden Gate and ODI when you refer to Oracle Core Technologies? Similarly, can you call out all technologies under each area?
    Answer – See RFP *Section II. Background.*

38. Question - Can you provide more information about the technologies listed in Section II of the RFP, such as Oracle Core Technologies, PeopleSoft Enterprise Solutions, Microsoft Azure, Okta, etc.? What level of expertise and experience is JMU looking for in these areas?
    Answer – The level of expertise and experience required will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP *Section IV.3.*).

39. Question - What are the expected outcomes of the trainings that a vendor needs to provide to the staff? How much training must be provided in a month? What will be the number of attendees in each session? Will it be a virtual or classroom training?
Answer – Training outcomes, frequency, number of attendees, format, etc. will vary depending on specific training needs and agreed upon SOW.

40. Question - Can you provide more details about the weightage or scoring system that will be used to evaluate proposals based on the criteria stated in the RFP? How will the award decision be made?
Answer - See RFP *Section IV. Evaluation and Award Criteria.* Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

41. Question - Can you provide more information on the Virtual Payables options mentioned? How can vendors and suppliers enroll in these options?
Answer - Offerors may contact the JMU Accounts Payable office, at <u>acctspayable@jmu.edu</u> or (540) 568-7397 to discuss payment enrollment options.

42. Question - Please list all the technologies/tools that needs to be replaced/transformed as part of Reengineering Madison program. Are there specific projects the vendor team will be involved if selected?
Answer - See RFP *Section II. Background.*

43. Question - Does the University anticipate any of its current implementation partners will act as a Systems/Services Integrator and an offeror submitting a proposal in response to this solicitation act as subcontractor if selected?
Answer - No.

44. Question - Are you engaged with any cloud service provider? What is the scope of cloud-based solutions in this RFP?
Answer - See RFP *Section II. Background.*

45. Question - What are your expectations for the level of service that you would like to receive from the IT consulting firm? How would you measure the success of the IT consulting project?
Answer - Expectations and measurements of success will vary depending on the engagement.

46. Question - What are your expectations for the level of security that you would like to have in place?
Answer - JMU follows the ISO standard. When needed other standards are used depending on the need, regulations, requirements, etc.

47. Question - What are the specific challenges that you are facing with your current IT infrastructure compelling to go through Re-engineering Initiative?
Answer - See RFP *Section II. Background.*

48. Question - Could you provide more information about the anticipated scope of special projects where the contractor will serve as a technology expert? What are some examples of these projects and their objectives? Can you elaborate the expected deliverables and milestones for the projects covered in the scope this RFP?
Answer - See RFP *Section II. Background.*

49. Question - Is there any preference for local or regional vendors?
    Answer - No.

50. Question - Is it safe to assume that offsite means offshore?
    Answer - No. For the purpose of this solicitation, offsite means remote work performed not on campus.

51. Question - Resources working offshore need to align with client working hours as per US time zones?
    Answer - Yes.

52. Question - Will JMU provide laptops to the vendor consultants?
    Answer - No.

53. Question - Will any additional travel costs be considered in the pricing?
    Answer - No. See RFP *Section X. Pricing Schedule.*

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272