



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6770

This contract entered into this 11th day of December, 2023, by Prosci, 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) Prosci's Professional Services Agreement, dated December 11, 2023
 - (c) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated November 2, 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:

By: Jennifer Tucker
(Signature)

Jennifer Tucker
(Printed Name)

Title: Principal Contract Attorney

PURCHASING AGENCY:

By: Doug Chester
(Signature)

Doug Chester
(Printed Name)

Title: Buyer Senior

**RFP # FDC-1175 Information Technology Consulting Services
Negotiation Summary for Prosci, 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 plan for the Purchasing Agency is as follows:
(All prices are in US dollars and per hour rates)

Prosci Advisory Services Resources	Onsite	Offsite
Engagement Leader	425.00	425.00
Principal Change Advisor	325.00 - 425.00	325.00 - 425.00
Change Advisor	200.00 - 275.00	200.00 - 275.00

Prosci, Inc. and JMU will engage in discussions regarding projects as the need arises. Both parties will collaboratively establish a clear scope of work, and a consensus will be reached on the applicable hourly rate(s) and reimbursable expenses for the project as may be mutually agreed upon in advance.

3. Onsite pricing is not inclusive of all travel costs. Invoices will include Prosci's fees, material costs, shipping expenses, travel and lodging expenses, and other expenses and/or fees as indicated in an applicable SOW, together with appropriate receipts. All travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals. Travel expenses shall be agreed upon ahead of time, per each engagement's SOW.
 - a. <http://www.gsa.gov/portal/content/104877>
 - b. <http://www.gsa.gov/portal/content/101518>
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, not agreed upon in an applicable SOW will not be accepted.

PROSCI, INC.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) effective as of November 01, 2023 (the “Effective Date”) by and between Prosci, Inc., with offices located at 2950 E Harmony Rd., Suite 150, Fort Collins, CO 80528 (“Prosci”), and James Madison University with a principal place of business at 800 S Main St, Harrisonburg, VA 22807 (“Company”). In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Services and Personnel

- 1.1 Subject to the terms of this Agreement, Prosci shall perform the services specified in one or more Statement(s) of Work (each an **“SOW”** and the services described therein the **“Services”**). Any SOW will not be effective until this Agreement and the SOW are executed by both parties. Each SOW will become part of this Agreement, effective on the latter of the Effective Date of this Agreement or the date specified on the SOW.
- 1.2 Prosci agrees to provide Company with instructors employed or engaged by Prosci (**“Personnel”**) to perform the Services. While the Personnel are on Company’s premises in connection with the performance of any Services, Personnel will comply with all of Company’s rules, regulations, and policies, including Company’s customary security measures, which are provided to Prosci in writing (email is acceptable) prior to the commencement of the Services and presented to the Personnel upon arrival at the premises.

Section 2. Intellectual Property

- 2.1 *Intellectual Property Rights.* **“IP Rights”** means rights in and to any intellectual property whether registerable or not including names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, domain names, inventions, whether or not copyrightable or patentable, trade secret information, and any other intellectual and/or industrial property.
- 2.2 *Prosci’s Intellectual Property.* Prosci owns all IP Rights to and in all Prosci materials disclosed, provided, or delivered to Company as part of the Services, whether electronic or hard copy, including models, assessments, templates, toolkits, websites, webinars, podcasts, tutorials, training materials, course materials, and research, and all derivatives therefrom and updates thereto, and all portions thereof (collectively, the **“Prosci Materials”**).
 - 2.2.1 *No Reproduction.* Company acknowledges and agrees that it may not reproduce, distribute, make derivative works from, translate, or otherwise copy the Prosci Materials except as expressly allowed by this Agreement and/or a fully-executed SOW.
 - 2.2.2 *No Right in Prosci Materials.* Except for those rights expressly granted in this Agreement and/or a fully-executed SOW, Company receives no right, title, or interest, expressed or implied, in any Prosci Materials.

- 2.2.3 *Prosci Trademarks.* Company agrees and acknowledges that Prosci owns any trademarks, service marks, and/or trade dress included in the Prosci Materials (collectively, and together with any additional trademarks, service marks, and/or trade dress that Prosci currently owns or later acquires, the “**Prosci Trademarks**”).
- 2.2.4 *Company’s Use of Prosci Trademarks.* Company may use the Prosci Trademarks in connection with the internal marketing of the Services within Company’s organization. Any such use must expressly identify Prosci as the owner of the mark or marks. Company understands and agrees that it may not use the Prosci Trademarks for any other purpose, including but not limited to non-Company targeted marketing, implied sponsorship of Company by Prosci, or any branding of Company’s goods or services.
- 2.2.5 *No Modification.* Company will not revise, alter, translate, or otherwise modify the Prosci Trademarks, nor combine the Prosci Trademarks with any other marks, terms, slogans, designs, and/or symbols.
- 2.2.6 *No Right in Prosci Trademarks.* Company, by this Agreement or by its use of the Prosci Trademarks pursuant to this Agreement, acquires no right, title, or interest in or to Prosci’s trademarks or the goodwill associated therewith. All goodwill created or developed as a result of Company’s use of the Prosci Trademarks will inure solely in Prosci.
- 2.2.7 *Waiver.* Company agrees not to oppose, petition to cancel, attempt to invalidate, or otherwise challenge in any way (a) the enforceability of the IP Rights in the Prosci Materials or Prosci’s exclusive rights thereto; or (b) the validity of the Prosci Trademarks or Prosci’s exclusive rights thereto. Except for the rights expressly granted in this Section 2, nothing in this Agreement expressly or implicitly grants Company the right to use any Prosci Materials or the Prosci Trademarks in any other manner
- 2.3 *Company’s Intellectual Property.* All of the following shall remain the exclusive property of Company: (a) IP Rights owned or licensed by Company prior to the execution of this Agreement; and (b) IP Rights developed independently of the Services and without reference to the Services, the Prosci Materials, or the Prosci Trademarks. By entering into this Agreement and performing the Services, Prosci receives no right, title, or interest, expressed or implied, in any Company IP Rights.
- 2.4 *Work Product.* “Work Product” shall mean all materials, products, reports, documentation, and inventions that are (a) developed or prepared for Company by Prosci; and (b) expressly identified as “**Work Product**” in the applicable SOW.
- 2.4.1 Prosci acknowledges and agrees that the Work Product is the property of Company and Prosci shall consider the Work Product the Confidential Information of Company. Except to the extent of any Prosci Materials contained therein, all rights, title, and interests in and to the Work Product shall vest in Company and shall be deemed to be a “works made for hire” as that phrase is defined in the U.S. Copyright Act, 17 U.S.C. § 101, as may be amended from time to time. To the extent that title to any such Work Product

may not vest in Company for any reason, Prosci shall take all steps reasonably necessary to perfect Company's rights in the Work Product.

2.4.2 In the event, and to the extent, that the Work Product contains any Prosci Materials, Prosci hereby grants Company an irrevocable, worldwide, royalty-free, non-exclusive license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of the Prosci Materials which may be contained within the Work Product.

2.5 *Knowhow.* Company acknowledges that, during the course of providing the Services, Prosci may develop or become acquainted with ideas, designs, concepts, knowhow, techniques, and skills which are applicable generally but exclude Company's IP Rights and Confidential Information ("**Knowhow**"). Prosci will be entitled to all IP Rights to and in the Knowhow and shall be able to use the Knowhow in conducting Prosci's services without restriction except as expressly provided herein.

Section 3. Taxes, Invoices, Payment, & Disputes

3.1 *Taxes.* Company will pay Prosci at the rate identified and listed in any applicable SOW. Except as set forth in Section 6.3 (Personnel), all rates are exclusive of any sales, use, value added, excise, or other similar taxes that may be imposed by federal, state, or local governments, which are Company's responsibility.

3.2 *Reimbursable Expenses.* Company will reimburse Prosci for reasonable out-of-pocket expenses actually incurred by Prosci in the performance of the Services or as otherwise agreed to in an SOW. If requested by Company, Prosci will submit supporting documentation and any expense form reasonably requested by Company.

3.3 *Invoices.* Prosci will submit at least one invoice to Company either (a) after the Services are rendered; or (b) as otherwise agreed upon in an SOW. Invoices will include Prosci's fees, material costs, shipping expenses, travel and lodging expenses, and other expenses and/or fees as indicated in an applicable SOW, together with appropriate receipts. Company will remit payment for any such invoice within thirty (30) calendar days of the receipt date, except with respect to those amounts that are subject to a Good Faith Dispute.

3.4 *Invoicing Disputes.* "**Good Faith Dispute**" means a good faith dispute by Company of certain amounts invoiced under this Agreement and/or under one or more executed SOW(s); provided that a "Good Faith Dispute" will be deemed to exist only if: (a) Company has given written notice of the dispute to Prosci promptly after receiving the invoice; and (b) the notice explains Company's position in detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain charges or fees have been disputed but may exist to an invoice in its entirety if all amounts on such invoices are subject to a Good Faith Dispute. Where a Good Faith Dispute exists on a portion of an invoice, Company agrees to pay the remainder of the invoice upon the terms in Section 3.3. Both parties agree to use commercially reasonable efforts to resolve a Good Faith Dispute within thirty (30) calendar days of the written notice of a Good Faith Dispute. If no mutually acceptable resolution can be found within thirty (30) calendar days, the dispute will be subject to Section 9.6.

Section 4. Confidentiality

- 4.1 *Confidential Information.* Prosci understands and agrees that Company may disclose confidential or proprietary information concerning Company during the course of the Services (the “Company Confidential Information”). Prosci will consider all information relayed to Personnel in writing, orally, or verbally as Company Confidential Information. Company agrees to take reasonable efforts to disclose only the minimum amount of Company Confidential Information reasonably necessary for Prosci to perform the Services.
- 4.2 *Exclusions to Confidential Information.* Notwithstanding Section 4.1 and Section 4.3, Company Confidential Information will not include and Prosci shall not have obligations with respect to: (a) information, data or materials which are developed by Prosci independently without use of or reference to Company’s Confidential Information; (b) information published or disclosed by Company to others without a restriction on its use and disclosure; and/or (c) information lawfully obtained by Prosci from other sources which Prosci reasonably believes lawfully came to possess it.
- 4.3 *Standard of Care.* Company Confidential Information will be held in confidence by Prosci, using the same standard of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The Company Confidential Information will not be used or disclosed for any purpose other than performing under or receiving the benefits of this Agreement and/or any SOW, or otherwise enforcing Prosci’s rights.
- 4.4 *Permitted Disclosures.* Prosci will not disclose Company Confidential Information except: (a) to its employees and agents, including but not limited to Personnel, to whom disclosure is necessary for performing under or receiving the benefits of this Agreement, who have been notified of the confidential nature of the Confidential Information and who have agreed to maintain the Confidential Information in a manner consistent with Prosci’s obligations hereunder; or (b) as required by law, regulation, or court order. Prosci will advise such personnel having access to Company Confidential Information of the confidential and proprietary nature thereof and the requirements of this section. If Prosci learns of any unauthorized use or disclosure of Company Confidential Information by any Personnel, former personnel, employee, or its agents, Prosci will promptly advise Company in writing.
- 4.5 *Return or Destruction of Confidential Information.* Upon Company’s request, Prosci will destroy, delete, or surrender to Company all Company Confidential Information.
- 4.6 *No Exclusivity.* Nothing in this Agreement prevents or prohibits Prosci from offering or rendering its services to any other third party.

Section 5. Term and Termination

- 5.1 *Term.* The term of this Agreement shall commence on the Effective Date and expire only upon termination, as set forth in this Section 5. Each SOW will be effective upon the full execution of such SOW and will, unless otherwise terminated in accordance with the terms of this Agreement, expire upon the earlier of (a) the expiration date expressly set forth in the applicable SOW or (b) the completion of all of the Services specified in the applicable SOW. Completion of the Services under any executed SOW will not

automatically terminate this Agreement but will terminate the executed SOW under which such Services were rendered.

5.2 *Termination for Convenience.*

5.2.1 Either party may terminate this Agreement for any reason by providing notice to the other party of its intent to terminate and such termination shall be effective sixty (60) calendar days after receipt by the non-terminating party.

5.2.2 Company may terminate any SOW for any reason by providing Prosci with a seven (7) calendar day written notice. Cancellation of any executed SOW by Company pursuant to this Section 5.2.2 is subject to the cancellation fees described in Section 5.4.2.

5.3 *Termination for Cause.* Either Prosci or Company may terminate this Agreement or any executed SOW at any time upon material breach of this Agreement or SOW, as applicable, by the other party which is not cured within five (5) business days after receipt of written notice of the breach.

5.4 *Effects of Termination.*

5.4.1 In the event this Agreement or an executed SOW is terminated by: (a) Prosci, Company is obligated to pay Prosci for Services actually rendered and accepted through the effective date of termination; or (b) Company, Company is obligated to pay Prosci for Services actually rendered and expenses incurred through the effective date of termination.

5.4.2 The program dates set forth in an SOW are considered finalized upon mutual execution of such SOW. Unless expressly stated to the contrary in an applicable SOW, cancellation or date changes made to the SOW by Company between 60 and 45 calendar days from the start of the program will be subject to payment for prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes made to the SOW by Company between 44 and 31 calendar days are billed at 50% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty. Cancellation or date changes to the SOW by Company within 30 calendar days are billed at 100% of total program costs and prearranged travel and lodging that cannot be cancelled without penalty.

5.4.3 In the event of an uncured material breach by Company of Section 2 (Intellectual Property), Company will cease all use of the Prosci Trademarks and Prosci Materials immediately upon termination of this Agreement.

5.4.4 In the event of termination or expiration of this Agreement or any SOW, the parties reserve all other available remedies at law or in equity.

5.5 *Survival.* The provisions of Section 2, Section 3, Section 4, Section 5.3, Section 5.4, this Section 5.5, Section 6.3, Section 6.4, Section 6.5, Section 7, Section 8, and Section 9 (excluding Section 9.1) will survive termination of this Agreement and any SOW.

Section 6. Warranties, Disclaimer and Indemnity

- 6.1 *Prosci's Representations.* Prosci represents that (a) all Services will conform to the specifications set forth in the applicable SOW, (b) all Services will be provided with professionalism, and (c) that any Personnel providing the Services is properly trained to perform such Services for which the Personnel is responsible. In the event that any Services do not conform to the foregoing criteria, Prosci will make commercially reasonable efforts, upon written notice from the Company and at no expense to Company, to correct any deficiencies which prevent(ed) such Services from conforming to the criteria.
- 6.2 *Mutual Representations.* Prosci and Company represent, warrant and agree: (a) to comply with all laws, rules, and regulations, whether local, state or federal, in connection with its performance under this Agreement and any executed SOW; (b) that execution and performance of this Agreement and performance of each SOW does not conflict with or violate any commitment, agreement, or understanding it has, or will have, to or with any other person or entity; and (c) that each party's signatory to this Agreement has all right, powers, approvals, and authority necessary to enter into this Agreement and that, by signing this Agreement, this Agreement is enforceable against the other in accordance with its terms and conditions.
- 6.3 *Personnel.* Personnel will not for any purpose be considered Company's employee(s). Prosci will be solely responsible for the payment of such Personnel. Prosci will be solely responsible for the withholding and/or payment of all federal, state, and local income and other payroll taxes, workmen's compensation, disability and other benefits, any required permits or permissions, and all such additional legal requirements of like nature applicable to such Personnel. Prosci agrees to defend, fully indemnify, and hold Company harmless against all proceedings and claims against Company and any demands, losses, damages, costs, and expenses whatsoever suffered or incurred by Company in respect of a failure by Prosci to comply with payment and tax obligations described in this Section 6.3.
- 6.4 *Mutual Indemnification.* Each party (as the "**Indemnifying Party**") agrees to indemnify the other party (as the "**Indemnified Party**") against and save each other harmless from any and all suits, proceedings at law or in equity, claims, liabilities, damages, costs, payments and expenses, including reasonable attorney's fees, asserted against or incurred by the Indemnified Party, arising out of any bodily injury to any person or damages to any tangible property of a third party or death arising as a result of Indemnifying Party's negligence or willful misconduct. The foregoing indemnification is contingent upon Indemnified Party providing prompt written notice of any claim to Indemnifying Party and permitting Indemnifying Party to maintain sole control of the defense of the claim.
- 6.5 *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PROSCI MATERIALS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROSCI, ITS AGENTS, PERSONNEL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, FITNESS FOR PARTICULAR PURPOSE

OR NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Section 7. Intellectual Property Indemnification

- 7.1 Prosci warrants that Prosci is the owner of the Prosci Materials and it has the right and authority to grant the rights set forth in this Agreement and any executed SOW. The Prosci Materials do not, to the best of Prosci's actual knowledge, violate or infringe the intellectual property rights of any third party as of the Effective Date. Company's exclusive remedy and Prosci's sole liability for any breach of this warranty is the indemnification procedures set forth in this Section 7.
- 7.2 Prosci agrees, at its own expense, to defend (or at Prosci's option, settle) and indemnify Company from and against any claim or action instituted by a third party against Company that the Prosci Materials, when used as directed by Prosci, violates any United States patent, copyright, trade secret, or other proprietary right of a third party ("**IP Claim**"), provided that Company: (a) promptly notifies Prosci in writing of any such IP Claim; (b) permits Prosci to control and direct the investigation, preparation, defense and settlement of the IP Claim; and (c) assists and fully cooperates in the defense of same, at Prosci's cost and expense. Prosci agrees to pay any final award of damages, if any, assessed against Company resulting from such IP Claim, including any awarded costs and attorneys' fees, or any settlement amount agreed to by Prosci in writing. Notwithstanding the foregoing, Prosci shall not, without the prior written consent by Company, where such consent not to be unreasonably withheld or delayed, settle any third-party claim against Company that: (i) does not completely and forever release Company with respect thereto, (ii) does not completely absolve Company of liability or wrongdoing, and (iii) does not impose any obligations upon Company other than an obligation to stop using any allegedly infringing items. In any action for which Prosci provides defense on behalf of Company, Company may participate in such defense at its own expense by counsel of its choice.
- 7.3 Following notice of an IP Claim or any facts that may give rise to such IP Claim, Prosci may, in its sole discretion and at its option: (a) procure for Company the right to continue to use the Prosci Materials; (b) replace Prosci Materials with content that does not materially degrade the functionality of the Prosci Materials; or (c) modify the Prosci Materials to make the challenged product non-infringing; provided that the modification does not impose any costs on Company and the modification does not materially diminish the features or functionality of the Prosci Materials. If it is not commercially reasonable to perform any of these alternatives and Prosci does not have any replacement content it could provide to Company that would not result in a material degradation of the Prosci Materials functionality, Prosci will have the option to terminate the Agreement as to the allegedly infringing Prosci Materials and refund a prorated portion of the fees paid by Company for such allegedly infringing Prosci Materials based on a five (5) year useful life of any such Prosci Materials.
- 7.4 In no event will Prosci have any obligations under this Section 7 or any liability for any claim or action if the IP Claim is caused by, or resulting from: (a) modification of the Prosci Materials by Company (including translations into other languages or the integration of other content) if such IP Claim would have been avoided by use of unmodified Prosci Materials as originally provided by Prosci; (b) Company's continued

allegedly infringing activity after being notified in writing thereof or after Prosci provides replacement Prosci Materials at no cost to Company; (c) Company's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current Prosci Materials, provided that Prosci provides such non-infringing Prosci Materials to Company without additional costs.

- 7.5 Company agrees, at its own expense, to defend (or at Company's option, settle) and indemnify Prosci from and against any claim or action instituted by a third party against Prosci where the claim is predicated on an alleged infringement caused by, or resulting from: (a) modification of the Prosci Materials by Company or by any third party acting on Company's behalf if such IP Claim would have been avoided by use of the unmodified Prosci Materials (modification includes the integration of Prosci Materials with material from Company or from another vendor or supplier such that the resulting work is infringing); (b) Company's continued allegedly infringing activity after being notified thereof or after Prosci provides replacement Prosci Materials; (c) Company's use of the Prosci Materials in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Prosci Materials if the claim or action would have been avoided by use of the most current release.

Section 8. Limitation of Liability

- 8.1 *Exclusion of Damages.* Neither party will be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), whatsoever associated with, arising out of, or connected with this Agreement.
- 8.2 *Cap on Damages.* Each party's total and aggregate liability for any damages under any provision of this Agreement is in any case limited to the amounts actually paid or owed by Company to Prosci for the Services, provided, however, the foregoing shall not apply to: (a) Prosci's obligation to indemnify pursuant to Sections 6.3, 6.4, or 7.2; (b) any damages, expenses or liability arising out of, or resulting from, Company's breach of Section 2; or (c) Company's obligation to indemnify pursuant to Sections 6.4 or 7.5.

Section 9. Miscellaneous

- 9.1 *Insurance.* During the term of this Agreement, Prosci will, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage: (a) workers compensation and disability insurance in statutory amounts; (b) employer's liability insurance with minimum limits of \$500,000; (c) automobile liability insurance with a combined single minimum limit of \$1,000,000 for bodily injury and property damage; and (d) general comprehensive liability insurance or suitable umbrella insurance with minimum single limit coverage of \$5,000,000. Upon request, Prosci will provide Company with proof of such coverage, and in the event such coverage changes or is canceled during the term of this Agreement, Prosci will immediately notify Company.
- 9.2 *Assignment.* Neither party may assign (by operation of law or otherwise) or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement, without the consent of the other, in the case of a sale or transfer of all or substantially all of its business or assets.

- 9.3 *Notice.* Any and all notices or other communications required or permitted by this Agreement, any executed SOW(s), or by law to be served or provided by one party to another will be written in the English language and delivered by express courier service (e.g., FedEx) with delivery receipt or secure email attachment with receipt confirmation. All notices must be sent to the addresses set forth in the preamble, to notices@prosci.com for permitted electronic notices to Prosci, or to such other address that a party specifies in a notice delivered pursuant to this Section 9.3.
- 9.4 *Disclosure.* The terms of this Agreement and/or any executed SOW(s) may not be disclosed to any third party except: (a) as required by law, regulation, or court order; (b) in response to a discovery request or subpoena, under a protective order; and (c) to the parties' respective professional advisors.
- 9.5 *Irreparable Harm.* The parties agree that a breach of Section 2, Section 4, or Section 9.4 may result in irreparable injury to the non-breaching party for which there may be no adequate remedy at law. Therefore, notwithstanding Section 9.6, in the event of any breach or threatened breach of such obligations, the non-breaching party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.
- 9.6 *Choice of Law, Venue, and Enforcement.* This Agreement and all disputes arising out of this Agreement will be governed by the laws of the State of Colorado, except its choice of law and conflicts of law principles. Except as provided in Section 9.5, all disputes arising under this Agreement will be subject to the exclusive jurisdiction of the state or federal courts located in Denver, Colorado. Prosci and Company hereby irrevocably submit to the personal jurisdiction of and venue in such courts. In the event legal action is brought by either Prosci or Company to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and expenses in addition to any other relief deemed appropriate by the court. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from application to this Agreement.
- 9.7 *Non-Solicitation.* In order to protect Prosci's legitimate business interest in its IP Rights, Prosci Materials, Work Product, and Knowhow, as defined in Section 2 of this Agreement, as well as to protect the value of training and talent-development Prosci invests in its Consulting Employees, during the term of any SOW and for a period of twelve (12) months thereafter, Company shall not, directly or indirectly: (a) solicit or induce any Consulting Employee of Prosci to terminate his or her employment with Prosci; or (b) Hire any Consulting Employee of Prosci without the prior written approval of Prosci. However, Company will not be in violation of these restrictions if it publishes employment advertisements which are aimed at recruiting from among the general public or hires a Consulting Employee who responds to such general advertisement without any other form of solicitation. The term "**Hire(d)**" includes without limitation employment arrangements, independent contracting, equity ownership, consulting, and other, similar arrangements. "**Consulting Employee**" shall mean current employees of Prosci who have been involved in the delivery of the Services hereunder.
- 9.8 *Interpretations, Severability, Headings.*
- 9.8.1 This Agreement and any executed SOW will not be construed against the party preparing it but will be construed as if both parties jointly prepared this

Agreement, and any uncertainty and ambiguity will not be interpreted against any one party. All fees stated herein are made, and all fees and other amounts owing hereunder shall be paid in, United States Dollars. If any translations of this Agreement are made, the English version shall control.

9.8.2 If any provision of this Agreement is found to be illegal or unenforceable under or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby.

9.8.3 The section headings appearing in this Agreement or any executed SOW are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of extent of such section or in any way affect such section.

9.9 *Waiver, Integration, Alteration.*

9.9.1 The waiver of a breach hereunder may be affected only by a writing signed by the waiving party and will not constitute a waiver of any other breach.

9.9.2 This Agreement, including any executed SOW(s), represents the entire understanding between the parties with respect to the subject matter herein contained, and supersedes all other oral or written agreements or understanding, express or implied, between the parties that may relate to any aspect of the Services. Any additional terms set forth on Company's purchase order(s) or other document(s) relating, directly or indirectly, to the subject matter of this Agreement are not enforceable unless specifically agreed to in writing signed by Prosci. Filling a purchase order request does not constitute agreement to its terms by Prosci. In the event of a conflict between the terms of this Agreement and the terms set forth in a Company purchase order, the terms of this Agreement shall prevail.

9.9.3 A provision of this Agreement may be altered only by a writing signed by both parties.

9.10 *Independent Contractors.* The parties are and will remain independent contractors and nothing herein expressly or implicitly creates an agency, partnership, or joint venture between the parties hereto. Nothing in this Agreement will be interpreted or construed as creating or establishing an employer/employee relationship between Company and either Prosci or any employee or agent of Prosci.

9.11 *Duty to Enforce.* Failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9.12 *Force Majeure.* Neither party shall be in default for any delay in its performance (other than payment requirements) resulting from causes beyond its control and where not reasonably foreseeable and preventable on the date of signing this Agreement (each a "Force Majeure Event"); *provided, however*, that the non-performing party gives the other party notice as soon as practicably possible after becoming aware of the occurrence of a Force Majeure Event. The delayed party's time for performance will be deemed to be extended for a period equal to the duration of the conditions beyond its control.

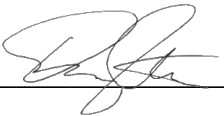
Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. In the event either party's performance is delayed for more than thirty (30) calendar days in the aggregate as a result of a Force Majeure Event, either party may terminate this Agreement (including any attachments affected by such force majeure condition) upon notice to the party claiming the Force Majeure Event.


- 9.13 *Execution.* This Agreement and any SOW may be executed simultaneously in two or more counterparts, each of which will be considered an original, but which counterparts together will constitute one and the same instrument. The parties shall treat faxed, .pdf, or emailed or other electronically signed documents (including documents signed through e-sign service providers such as DocuSign) as originals; *however*, this shall not preclude either party from requiring the exchange of original (*e.g.*, "wet-ink") signatures upon the request of a party.

IN WITNESS THEREOF, the parties have executed this Agreement by each party's duly authorized representative, intending to be bound as of the Effective Date set forth above.

James Madison University

Prosci, Inc.

By: _____

By: _____

Printed Name: Doug Chester

Printed Name: Jennifer Tucker

Title: Buyer Senior

Title: Principal Contract Attorney

Date: 1/11/24

Date: 1/10/2024

The attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form is included as part of this agreement and in case of conflict the COV Agency Contract Form Addendum to Contractor's Form governs.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Prosci, Inc.

DATE: 11/02/2023

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 /X/ corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. **(Check the appropriate box.)**

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

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


1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to 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;**

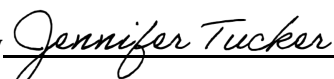
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that 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 
Title Buyer Senior
Printed Name Doug Chester

CONTRACTOR by 
Title Principal Contract Attorney
Printed Name Jennifer Tucker

October 2022

REQUEST FOR PROPOSAL
RESPONSE FOR JAMES
MADISON UNIVERSITY
REENGINEERING MADISON
RFP# FDC-1175
(REDACTED)

Information Technology Consulting Services



August 3, 2023



Prosci, Inc. invokes the protections of Section 2.2-4342F of the Code of Virginia, for the highlighted/underlined portions of this RFP (might include what color they are if highlighted). These highlighted/underlined portions of our submittal are proprietary and/or trade secrets and therefore fall under the exceptions for proprietary information under the Virginia Freedom of Information Act.

TABLE OF CONTENTS

Request For Proposal	3
Cover Letter	4
Statement of Needs	5
Question 1	6
Question 2	7
Question 3	10
Question 4	11
Question 5	11
Question 6	12
Question 7	14
Question 8	14
Question 9	15
Question 10	17
Question 11	17
Attachment D- Pricing Schedule	18
Appendix	21
Prosci, Inc. Professional Services Agreement (Sample)	25
Statement of Work	37

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 2:00 PM on August 3, 2023 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:

Prosci Inc.

2950 E Harmony Road, STE 150

Fort Collins, CO 80528

Date: August 2, 2023

Web Address: www.prosci.com

Email: glieberman@prosci.com

By:

(Signature in Ink)

Name:

(Please Print)

Title:

Phone: 970-203-9332

Fax #: 970-669-7005

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☒ NO; IF YES \Rightarrow ☐ 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

Dear James Madison University,

Thank you for the opportunity to participate in your request for proposal for IT consulting services to assist James Madison University with 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. Prosci's suite of services are focused on Prosci Change Management training and certification, integral consulting prior to and during implementation, coaching and building capability.

Based on your request for proposal, we believe Prosci is uniquely qualified to partner with James Madison University to support the people side of your enterprise platform and data solutions initiatives while also accelerating the development of organizational change management into a core competency for these efforts and thereafter. Your recognition of the specific need for change management within your organization aligns with our mission and excites us about the possibilities of a partnership with your team.

Prosci exists to help individuals and organizations build change management capabilities. Our 25 years of research provides the foundation for our holistic solutions for our clients. Specifically, for JMU, we are recommending a result-focused change management approach that enables you to recognize value through:

- Research-based, measurable assessments with actionable plans to address needs
- Expert advisors to model and coach the application of change management methods aligned with objectives
- Accelerated change management capability development and self-sufficiency
- Licensed, integrated, customized, and adopted Prosci intellectual property to embed change management as a capability across JMU

We hope our proposal provides you with an understanding of how we would partner with James Madison University. Our focus is to provide an optimal approach that addresses your immediate and long-term objectives. We welcome the opportunity to address questions or provide additional information, and we look forward to collaborating with you on the next steps of your "Reengineering Madison" journey.

Sincerely,

Greg and Joelle

Greg Lieberman

Prosci, Inc.

+1 407 361 1166 (mobile)

glieberman@prosci.com

Joelle Goodwin

Prosci, Inc.

970 203 9332

jgoodwin@prosci.com

IV. STATEMENT OF NEEDS

Understanding James Madison University's Needs

James Madison University (JMU) 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.

NOTE: This RFP response is focused on IT project management services with a reference to change management needs. Prosci's suite of training and advisory services focuses on the change management components of project success, integrating change management and project management (agile, sequential, etc.), creating change management strategy and plans, and sustainment (Phases 1 - 3). **We have prepared this response focused strictly on change management deliverables working in concert with those parties 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.** We will partner with the Reengineering Madison team(s) to involve replacing JMU's current PeopleSoft ERP platform, including Finance, Human Resource, and Student Administration applications, as well as current applications used for managing the identities of JMU's constituents. In addition, Prosci will concurrently build internal change management capability for JMU to independently manage future change.

We understand that the initial term of the agreement will be for one (1) year with an option to renew for four (4) additional one-year periods.

Question 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**

Prosci is the leader in change management research and applied methodology, utilizing field-tested best practices, simple and scalable models, and data-driven tools to guide the people side of change. Reengineering Madison will require collaboration of solid project management (design, develop, deliver) and change management (engagement, adoption, usage) in order to deliver successful outcomes.

Prosci Advisory Services supports most of these technologies from a Change Management perspective via project support, coaching at various levels within the organization and building an Enterprise Change Management governance. Our expertise lies heavily within Change Management Training, Services & Certification which is covered below in Question 6.

Question 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.

Prosci's approach to providing Change Management consulting services to James Madison University would be to bring the Prosci 3-Phased process (see image of Prosci's 3-Phase Process below) of managing change for every impacted department throughout the university. Scoping this properly will require working collaboratively to co-create what would be the best fit for JMU based on, for example, the number of Prosci change advisors needed to support JMU efforts.

Below are ideal assumptions/factors that would be a part of this partnership:

- JMU Prosci certified change practitioners *shall* be assigned as full-time
- Full time change practitioners *may* have a specific number of JMU departments they would support throughout the project/program life cycle(s)
- Organizational Change Management (OCM) *should* be seen as an integral 'pillar' within project/program leadership to include:
 - Access / partnership with OCM leadership at the university, specific to projects/programs
 - OCM Sponsor access
- **Note:** Prosci Engagement Leader would be part-time coaching / support for this role
- Change management would be an **integrated part of the IT project** with CM efforts, such as Prosci Phase 1 assessments, e.g., PCT, Risk and Impacted Group assessments; change management plan efforts where determined, e.g., Sponsor, People Manager and Communications plans; and ADKAR Change Readiness assessments integrated into the JMU IT schedules with appropriate timing
- Clarity for JMU IT project/program leadership regarding the value of CM, what it is/is not, and how it would be applied to support JMU IT program usage; will help bring clarity to any potential gaps or misunderstandings – May require more up-front Sponsor Briefings / Leading Your Teams Through Change sessions to gain some support
- Leader buy-in to provide change practitioners an influential partner within every impacted part of the university

The Prosci Methodology is a structured, adaptable and repeatable approach to enable the people side of change to deliver results. Every department at JMU has its own culture and ways of working; within each department and people will be impacted in different ways that will become clearer over time. Prosci would coach to tailor support.

Question 2 (Continued):

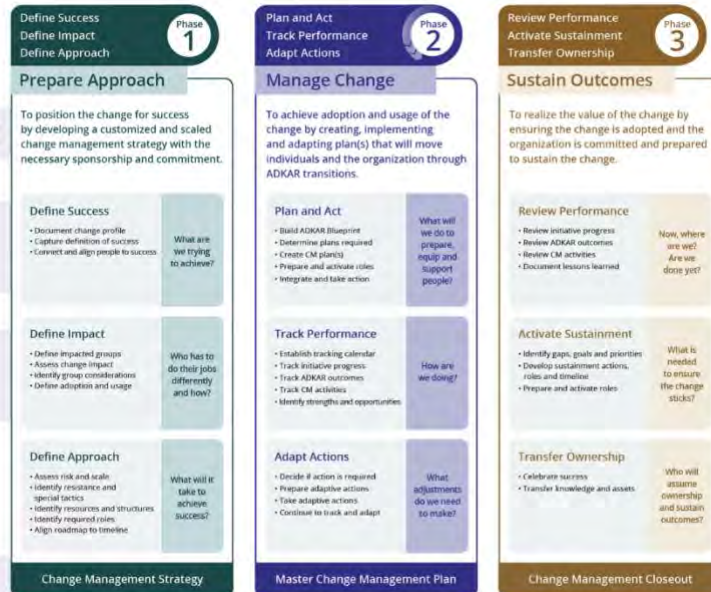
Prosci 3-Phase Process

Purpose statement

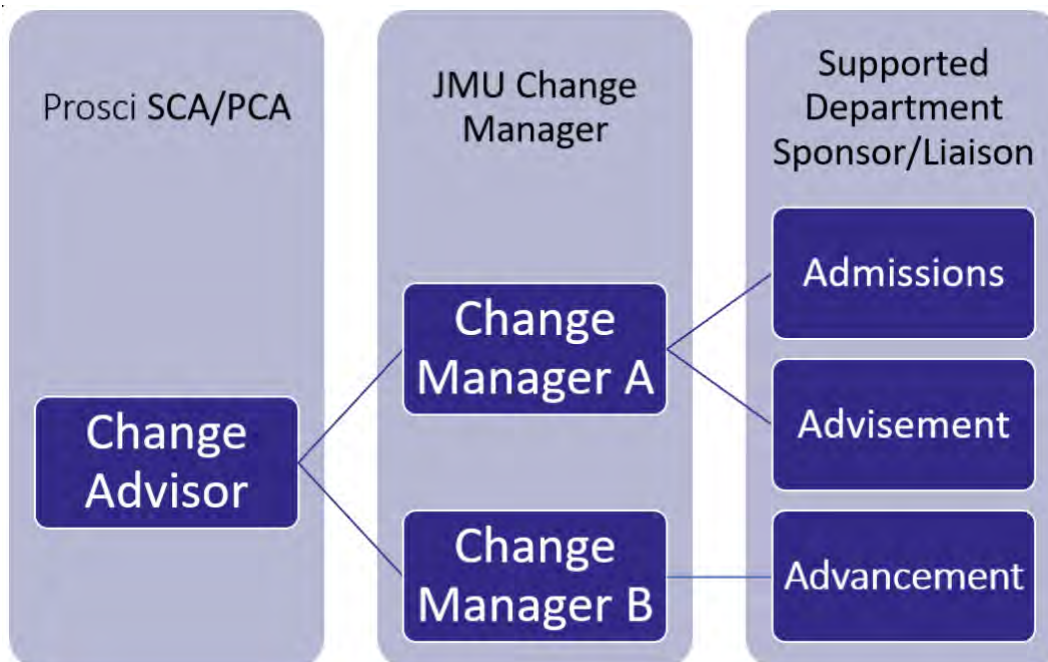
Plain language questions

Phases, stages and activities

Deliverable

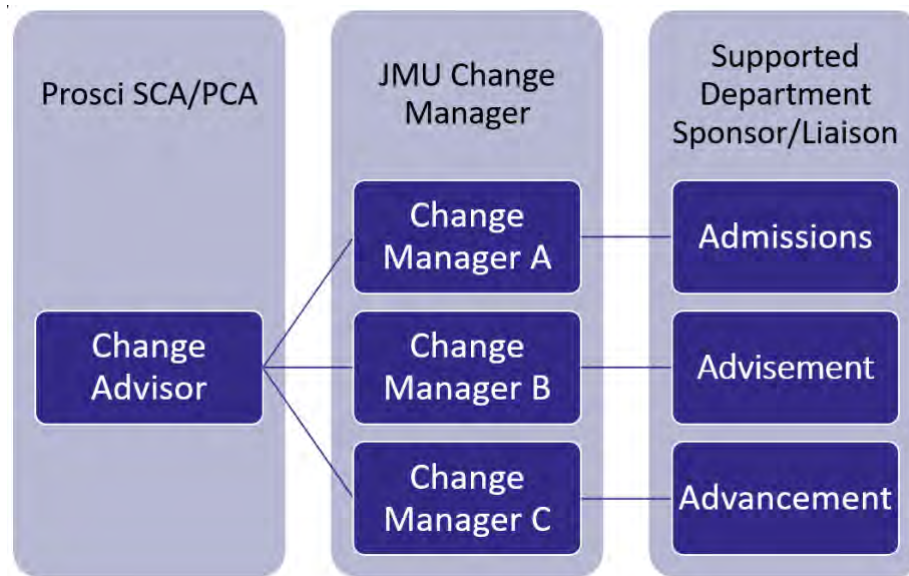


We recommend an integrated partnership approach where Prosci's experienced instructors and change advisors can train (where needed), model, coach and support JMU change practitioners to perform Phase 1 Discovery Activities & early Phase 2 change plan efforts while building capabilities (see sample images below).



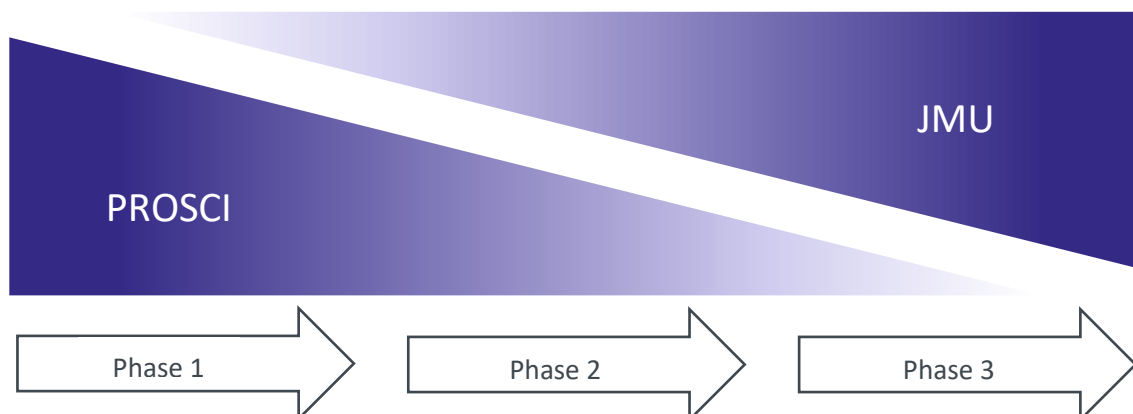
Question 2 (Continued):

Another example below represents one full-time Prosci Change Advisor supporting three JMU change practitioners representing their respective business units and/or projects.



NOTE: The following portion also applies to question #8. Prosci would be more prominent in Phase 1 and the early part of Phase 2. Over time, Prosci would work with JMU to fully transition ownership to JMU by the end of the engagement (as depicted in the image below). Through Train-the Trainer, more experienced JMU change practitioners can continue to train and support newer change practitioners and other staff.

As part of our Coaching/Capability Building, Prosci will manage a much heavier load at the beginning of the partnership as we create strategy and begin to execute while ensuring JMU is equipped to carry forward.



During the three phases, Prosci will help build, coach, and stand up a change management capability in the City of Fort Collins while helping drive the people side of change on several crucial, high-risk projects.

Question 3:

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

- a. **Project team** – The chart below shows the organization of the proposed project team. Once Prosci is selected and the contract is finalized, Prosci will provide full list of names assigned to these roles.

Account Executive Greg Lieberman Task: Account Relationship	Account Manager Joelle Goodwin Task: Account Relationship
Engagement Leader (TBD) Task: Coach, support, build JMU CM leader capability	Principal Change Advisor (TBD) Task: Coach, support, build JMU CM capability
Change Advisor (TBD) Task: Coach, Support, build JMU CP capability	Executive Instructor (TBD) Task: Facilitate Role-Base Trainings

- b. **Resumes** – Once Prosci is selected and the contract is finalized, Prosci will provide full biographies and resumes of all assigned personnel. We have provided sample biographies in the Appendix.

Please see a sampling of resumes in Appendix

Question 4:

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

Prosci's account team is established to provide continuity of support for James Madison University throughout the duration of the project. Prosci works to ensure long-term resources on projects where possible, however we are unable to guarantee permanent resources. If circumstances change, Prosci will work with JMU to make adjustments.

Question 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. **Capacity Planning**
- e. **Installation and Configuration**
- f. **Performance and Scalability**
- g. **Conversion**
- h. **Monitoring, Admin and Upgrades**
- i. **Training Development**
- j. **Operations Metrics**

Prosci exists to help individuals and organizations build internal change management capabilities that drive sustainable results. This assignment will include elements listed below and will be refined through collaborative scoping with James Madison University. Elements include, but are not limited to:

- **CHANGE MANAGEMENT STRATEGY AND PLANNING** Comprehend how people in the organization will be impacted by change and the associated risks involved with that; develop guiding strategies and plans to manage change.
- **STAKEHOLDER ENGAGEMENT** Understand and engage Leadership and Stakeholders with insight and influence, to visibly and actively lead change, and the new methodology creation and implementation.
- **CHANGE COMMUNICATIONS** Engage Leadership and Staff in this transformation effort through compelling communications. Undertake proactive engagement with influencers and resisters as they go through changes to engage and gauge true levels of expectation.

Question 5 (Continued):

- **CHANGE RISK MITIGATION** Plan and execute a smooth transition that maximizes benefits with minimal disruption to productivity. Formulate impact mitigation plans and approaches.
- **TRAINING** Provide knowledge, tools and training for the future state.
- **SUPPORT MULTIPLE MAJOR CHANGE PROJECTS** Provide change management to support the multi-faceted Reengineering Madison project.

Prosci is committed to adapting our approaches to meet the specific needs of James Madison University change initiatives. That includes a focus on meeting you where you are, avoiding the need to repeat activities that have already been performed by your other consultants and taking a practical approach that aligns with your outcome expectations and practical constraints.

With all of our client engagements, there is an element of co-creation in the beginning and we expect you will find our team to bring a practical, candid, collaborative and results oriented approach.

Question 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.

Change management solutions aren't one-size-fits-all, which is why we offer training programs tailored to unique organizational needs. Our role-based, research-based Enterprise Training programs teach individuals at every level of the organization how to play their unique roles during times of change. These flexible programs are designed to help you apply change management to existing projects, so you can realize immediate benefits. Prosci offers several programs either virtually, in-person, or can skill up an individual internal to James Madison University to become a Train the Trainer to continue the capability building internally. Training programs are separate from any project or coaching advisory support and may be recommended as part of the outcome of the advisory work.

These training programs are separate from technical staff and end-user training on the technical project, rather capability building around change management to support the speed of adoption, utilization, and proficiency of the new change with a stronger change management muscle.

Question 6 (Continued):



In addition to our role-based training options, Prosci offers Advisory Services. Organizational change comes in all shapes, sizes and levels of complexity. It's no surprise, then, when businesses struggle to make important changes happen. Blending the art and science of change, we use research-based, industry-leading strategies and tools to develop and deliver customized solutions that help you succeed at change. We also provide you a level of change expertise unrivaled in the industry. Prosci Advisory Solutions support individuals, project teams and organizations by helping you build enterprise change capability where you need it the most. Unlike other industry consultants, the Prosci Advisory Solutions team is solely focused on change. It's all we do. The team brings the expertise and experience necessary to help you achieve your unique change goals. Our extremely qualified team features:

- Top-level talent with leadership and experience driving change across all major industries
- Expertise in regionally specific and global projects
- Proficiency with complex change projects
- Experience managing project budgets ranging from <\$1M to \$1B+
- Global network of advisors

Please refer to Attachment D: Pricing Schedule, for additional information.

Question 7

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

Prosci provides Advisory Services to support technology changes (CRM, ERP, legacy to SaaS) across a wide variety of organizations. Regardless of the environment, there are key considerations that inform our approach. Our change management methodology includes clearly defining the 'why', establishing project outcomes, identifying and analyzing the impacts to job roles/user groups, evaluating risk associated with implementation, and supporting team members on their change journey. When we work with clients on CRM, ERP and other technology implementations, we must understand the people-side impacts. Have we thought about the people beyond just functional training on the tool? Do people know why the company is making the technology change? Is the sponsor aware that managing the change effectively is not only about installing the software, but also about changing a process to achieve business objectives? Is the project manager aware of and aligned with that? And does the project team understand the people-side impacts of the change in terms of how they drive or undermine their desired outcomes?

People often think about change management for technology as implementing software and training on how to use it. But it's not just about that. It's about looking at the full business solution, including changes to the processes and tasks that will impact employees and other stakeholders within and outside the organization. Technology is the enabler to achieve the desired business goals, which usually requires a shift or an evolution in a process to better support the business outcomes. Managing technology holistically is key to accomplishing this—and it achieves better outcomes faster, and often at lower cost. During technology changes, such as implementing a new CRM/ERP system, there are often changes to processes that don't relate directly to the technology itself. It's easy for project teams to overlook these. To understand all impacts a change can have on people, you need to evaluate every process to determine whether it will change, and if so, whether that change is supported by the technology or supported by people—or both. We will utilize our methodology to design a change management strategy and plan that meets the needs of James Madison University and partner with your change practitioners through design and implementation.

Question 8

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

Prosci Advisory Services support individuals, project teams and organizations by helping you build enterprise change capability, we collaborate with your project teams, leaders and sponsors to design and implement change strategies that drive project success, and we partner with your change practitioners to build competencies that enable change management maturity over time. Our advisors are embedded into your project team, focused on advancing the project, improving project outcomes, and building change capability. Our shared goal is project success and practitioner support.

Please reference bottom half of our response to question #2 detailing transfer of knowledge from Prosci to JMU.

Question 9

Describe your approach to project management.

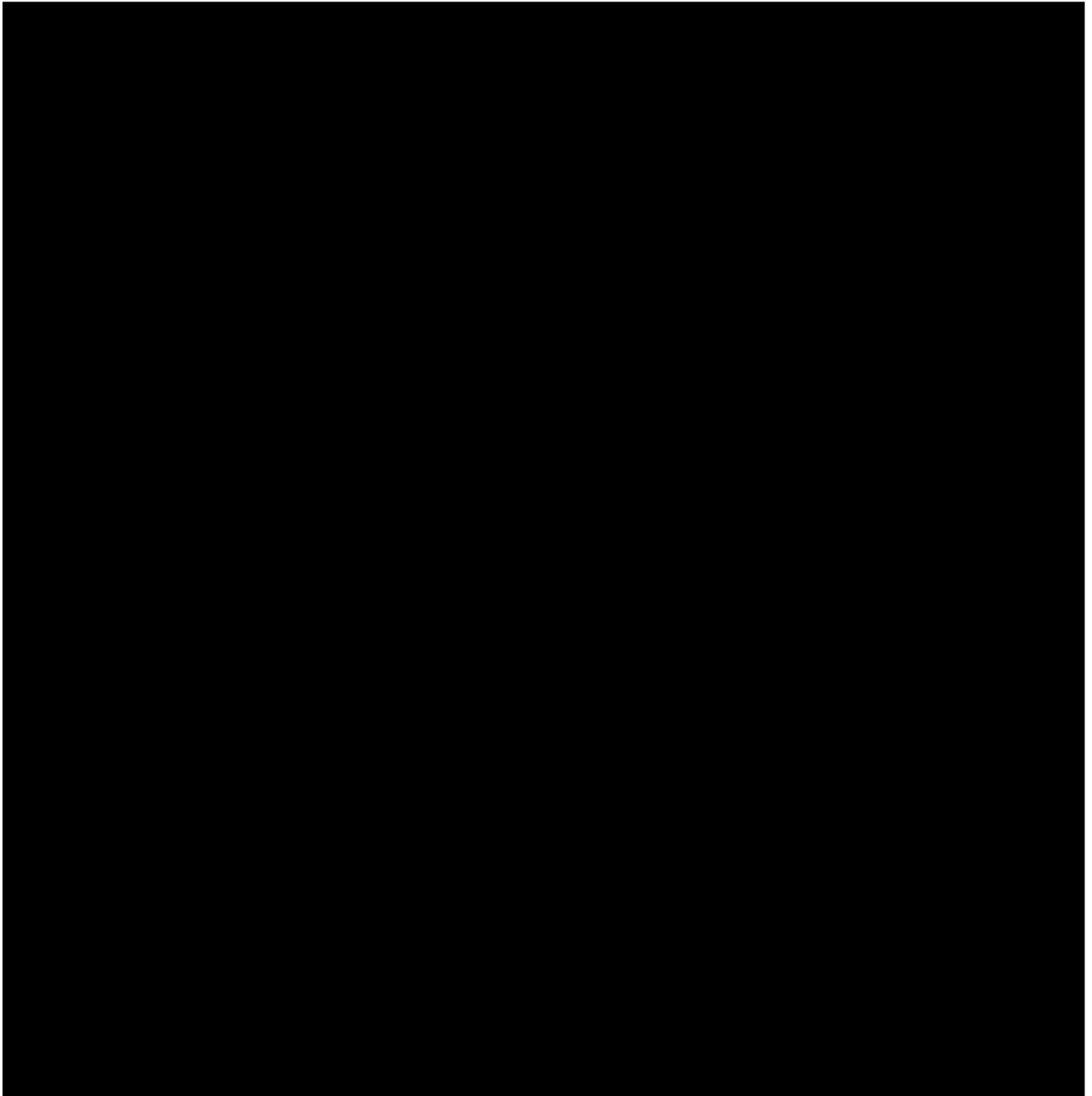
The Prosci Change Triangle (PCT) is an essential early assessment that evaluates a project from the perspectives of Success, Sponsorship, Project Management, and Change Management. It is foundational to Prosci's methodology and demonstrates the importance of balancing change management with project management. The image below represents the four aspects of the PCT at a high-level and is part of Prosci certification training.

PCT Model: Critical Aspects for Success



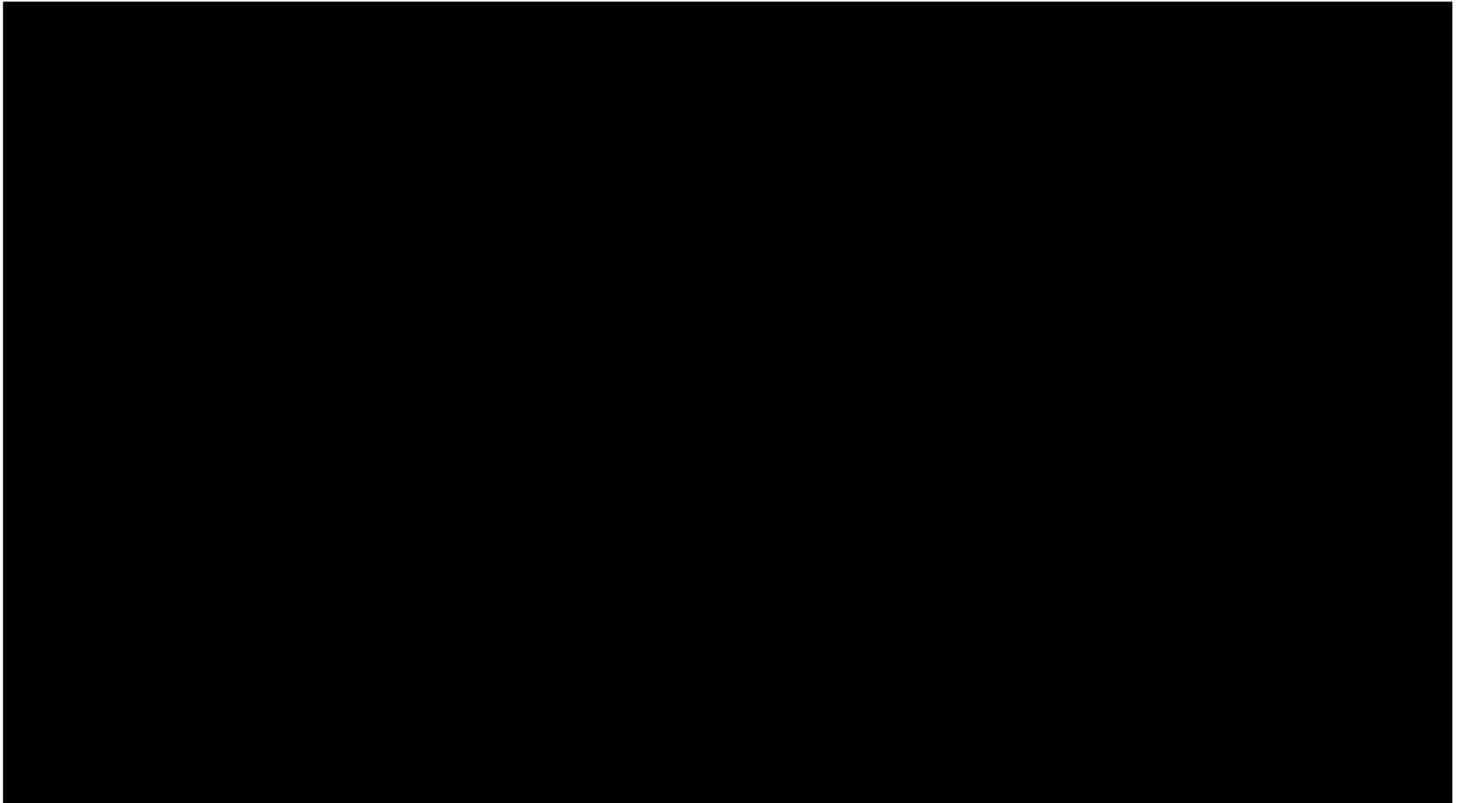
Prosci change advisors are well versed in project management and will work to ensure partnership with JMU assigned project managers and technical vendors. Prosci collaborates to align change management activities into project management plans based on project activity timelines and the time required for early discovery and planning efforts. Below is an example of foundational (non-Agile) project management activities and how change management activities could be aligned. Prosci is able to tailor change plans to the determined project management approach, e.g., sequential, Agile, hybrid, phased go-lives, all going-live at once. Our approach also makes adequate room for ADKAR assessments over time and the ability to adjust plans based on change readiness and / or barrier points.

Question 9 (Continued):



Prosci's Methodology integrates project management and change management across the lifecycle of the project with a focus on collaboratively achieving project success. The Prosci 3-phase approach aligns change management milestones with project management milestones and leverages organizational and individual assessments to measure progress. A visual of this holistic approach is provided below.

Question 9 (Continued):



Question 10:

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

A functional staffing plan would benefit from clarity around the number of change managers and their ratio to departments for each project/program and availability to support. We can provide an example of a number based on a sub-set of the university, for example, one SCA/PCA could support three change managers that each have a portfolio of four departments. That said, we would need to ensure we are using the correct definitions of departments, the number of people impacted in each department, and based on the assumptions noted above under section 2.

Question 11:

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

Prosci occasionally utilizes subcontractors within Advisory Services. If desired, we can provide expertise and credentials for JMU approval prior to assignment.

Attachment D – Pricing Schedule

There are three ways to attend role-based training programs:

- Attend a Prosci-led public session as an individual
- Attend a dedicated Prosci-led James Madison University Enterprise Training session
- Have internal Train-the-Trainer qualified individuals facilitate the workshops

During the engagement, Prosci may recommend role-based training programs to support the project's success by building capabilities from senior leaders to front-line employees. Role-based training programs with the 3 delivery options are listed below:

			Delivery Option 1	Delivery Option 2	Delivery Option 3	
Program	Duration	Participants	Public Class Cost	Enterprise Training Cost	Train-the-Trainer Materials	Who
Change Management Sponsor Briefing	4 to 6 hours	5 to 15	N/A	\$12,000/ workshop	\$350/ material set	Executive leaders leading projects
Change Management Certification Program	3 days	8 to 18	\$4,500/ participant	\$3,500/ participant	\$1,199/ material set	Drivers and doers of change management
Delivering Project Results	6 hours	10 to 24	N/A	\$10,000/ workshop	\$225/ material set	Project managers asked to partner with change practitioners, but not asked to also do change management
Leading Your Team Through Change	6 hours	10 to 20	\$750/ participant	\$700/ participant	\$350/ material set	People managers
Change Management Employee Orientation	5 hours	15 to 24	N/A	\$470/ participant	\$95/ material set	Impacted employees
Taking Charge of Change	6 hours	8 to 20	\$750/ participant	\$12,000/ workshop	\$225/ material set	Mixed group of individuals that need "awareness building" class around change management
Integrating Agile and Change Management	6 hours	10 to 20	\$989/ participant	\$15,000/ workshop	N/A	Project individuals who need to understand how Agile and CM integrate
Methodology Application Program	6 hours	8 to 18	\$1,500/ participant \$899/ participant if have current toolkit access	\$1,200/ participant \$899/ participant if have current toolkit access	N/A	Any past trained practitioners in Prosci's Methodology to bring them up to speed with Prosci's newest

						enhancements to the methodology
Train-the-Trainer Level 1	2 days	6 to 8	\$3,000	\$3,000	N/A	Internal trainers to facilitate role-based training programs for contributors
Train-the-Trainer Level 2	2 days	6 to 8	\$2,000	\$2,000	N/A	Internal trainers to facilitate practitioner and sponsor programs internally

Additional information:

- All prices are listed in U.S. dollars, exclusive of any applicable taxes
- Pricing is exclusive of travel and related shipping expenses, which will be billed at cost with receipts provided
- Services to be delivered at client-sponsored locations or remotely
- Professional Services Agreement (PSA) was mutually negotiated and signed in 2021 by both parties, need to ensure ability to run programs off the services agreement in place or set up new services agreement.

Prosci Advisory Services Resources	<u>Onsite</u> \$\$/hour	<u>Offsite</u> \$\$/hour
Engagement Leader	425	425*
Principal Change Advisor	325-425	325-425*
Change Advisor	200-275	200-275*
		plus T&E

Role	Primary Responsibilities
Engagement Leader (EL)	Helps shape expectations of engagement; engages with senior leadership and integrator; provides engagement oversight and direction to Prosci resources; serves as a steering committee member
Principal Change Advisor (PCA)	Leverages Prosci 3-Phase Process to create Change Management Strategy, Craft Master Change Management Plan and Transition to Business; Activities will include: Define Success, Define Impact, ID Risk and Resistance, ID Resources and Structure, Creating ADKAR Blueprint and Core/Extend Plans, Reviewing and Measuring Performance, Activating Sustainment Activities and Transferring Ownership; Conducts stakeholder and impacted group assessments; Drives the engagement of the Change Network; works with identified people managers to ensure ownership and role clarity. Identifies and raises potential CM training needs to grow organizational capability; Advises OCM lead of Sponsor's needs and involvement in contributing to program success
Change Advisor (CA)	Partners closely with OCM Lead to craft and execute OCM plan; Guides the application of Change Management methodology to achieve the aims of the initiative

APPENDIX

Potential Resource Resumes



Evelyn Williams

Advisory Services

- Skilled organizational change leader with over 18 years of project management experience
- Success driving large-scale transformations across education, financial services and aerospace industries
- Certified Project Management Professional (PMP)® with a Brain-Based Coaching Certificate® from the NeuroLeadership Institute

Overview

Evelyn Williams has been leading enterprise change for nearly a decade, supporting organizational health during complex, multi-year transformations. A skilled trainer, coach and cross-functional team leader, she has facilitated interactive, virtual change engagements and training for employees at all levels. Using a combination of organizational development, project management and change management best practices, she has developed a change readiness toolkit for organizations to leverage while reviewing change impacts. Efficient and dedicated, she has redeemed projects that lacked an executable plan and delivered results early.

Evelyn has led and collaborated with organizational development teams in France, Costa Rica and China, creating team-building events and training for clients with a global reach.

I am passionate about interweaving change management, organizational development, and project management best practices. I aim to build relationships and collaborate with teams to translate organizational goals into opportunities for dialogue, shared learning and results.

– Evelyn Williams

Background and Education

As Organizational Change Manager for the University of Washington, Evelyn engaged leaders in managing the people side of change for an enterprise-wide ERP implementation. She drafted change plans with multi-level teams and collaborated with university partners to provide a unified stakeholder experience. As Organizational Change Management Lead for TwinStar Credit Union, she led digital banking and work-from-home change plans, and trained change champions and project managers. She also initiated a highly valued COVID-19 response webinar for managers.

Evelyn holds a bachelor's degree in computer science from Saint Louis University, plus an MBA from Southern Illinois University Edwardsville and a master's degree in organization development from Pepperdine Graziadio Business School.

Areas of Expertise

- | | |
|--------------------------------|-------------------------------|
| • Change Management | • Team Building |
| • Organizational Development | • Virtual Facilitation |
| • Capability Development | • Business Process Management |
| • Leadership Coaching | • Project Management |
| • Enterprise Resource Planning | • Strategic Planning |
| | • Process Improvement |

+1 970 203 9332 | www.prosci.com



Meredith Curley

Master Instructor

- Former provost, dean and operations director in traditional and for-profit higher education
- Executive sponsor and change leader for numerous initiatives, large and small
- University executive leader with responsibility for seven schools, 120,000 students, 15,000 faculty, and a budget of \$250M

Overview

Meredith Curley is a change leader with deep experience in higher education and adult education. She has focused on helping internal client groups, serving as an executive sponsor, and building buy-in and support for change as a member of sponsor coalitions. A senior leader for more than two decades, including roles as provost and dean, Meredith oversaw major university-wide changes such as strategic planning, curriculum and program development, and regulatory compliance. She also led efforts to analyze the competitive marketplace to help units maximize their reach and effectiveness.

Meredith has collaborated with campus locations, students and faculty in the U.S., Asia and Europe, with specific engagements in Japan and Germany. She is a strong believer in change management and studied the discipline as part of her doctoral program.

Background and Education

As a provost and dean, Meredith was accountable for strategic, programmatic and operational aspects of education initiatives, collaborating with shared service partners across colleges and the institution. She led staff and faculty through many successful changes related to student learning, data analytics, instructional innovation, institutional reporting, the student experience, and more. In one recent initiative, Meredith sponsored a must-win IT effort to move the university to a new learning management system. She also worked with boards of directors, venture capital firms, and state and regulatory agencies through significant and ongoing change.

Meredith holds a bachelor's degree from the University of Arizona, an MBA from University of Phoenix, and a doctoral degree in Educational Leadership from Argosy University.

"People drive our success! I help attendees leverage intentional strategies to successfully navigate the people side of change while honoring the leadership and project management elements."

– Meredith Curley

OTHER AREAS OF EXPERTISE

- Operations
- Strategic Planning
- Regulatory Compliance and Accreditation
- Learning Management Systems and Technology
- M&A
- Dispute Resolution
- Governance
- Curriculum Development
- Training and Development

+1 970 203 9332 | www.prosci.com



Ian Croft

Engagement Leader

- Former executive leader and senior-level business management consultant
- Broad experience across industries, including financial services, healthcare, automotive and aerospace
- Trained professional coach with additional credentials in Myers-Briggs Type Indicator® (MBTI®), Neuro-Linguistic Programming (NLP), and Six Sigma

Overview

Ian Croft has been leading change in Fortune 500 companies for nearly two decades. A former executive and management consultant, he has extensive experience enabling the behavioral changes required to achieve needed business outcomes. To create impactful change management solutions, he applies skills in continuous improvement, root cause analysis, Agile project management, Neuro-Linguistic Programming, and the Prosci Methodology to identify areas of underperformance and future business needs. Ian enjoys building relationships through training and coaching individuals at all levels of the organization, from the front line to the C-suite.

Ian was born and raised in the U.K. and relocated to the U.S. in 2007. He has led successful change initiatives across Europe, Asia, Africa and the Americas.

Background and Education

Before joining Prosci, Ian integrated three distinct learning departments into one cohesive unit to better support the strategic direction and growth for a \$9B healthcare company. As Director, Business Consulting at GP Strategies, he implemented a new structure to increase speed of adoption, utilization and proficiency to help the learning team meet changing stakeholder needs. At Xerox, Ian implemented change management solutions to increase speed of adoption for a manufacturing client and drove all aspects of change for a successful aerospace client turnaround. Previously, he was a leading member of HSBC's U.S. culture change initiative impacting 12,000 employees.

Ian holds a bachelor's degree in banking and finance from The London Institute of Banking and Finance and an MBA from The Open University Business School.

"I am a passionate change professional who creates an environment for people to be successful. I motivate people to engage with the challenge and access their full potential to achieve the results they want and need."

– Ian Croft

+1 970 203 9332 | www.prosci.com

Previous Engagements

- | | |
|------------------------|---------------|
| • JPMorgan Chase | • Visa |
| • SunTrust Bank | • Audi |
| • Michelin | • HSBC |
| • Hyundai | • Airbus |
| • Volkswagen | • Boeing |
| • General Motors | • MetLife |
| • Lloyds Banking Group | • HealthFirst |

PROSCI, INC.

PROFESSIONAL SERVICES AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

I

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted content]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible]

[REDACTED]

IN WITNESS THEREOF, the parties have executed this Agreement by each party's duly authorized representative, intending to be bound as of the Effective Date set forth above.

Company Name

Prosci, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF WORK No. [REDACTED]
to
PROSCI, INC. PROFESSIONAL SERVICES AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

IN WITNESS THEREOF, the parties have executed this Statement of Work, effective as of the Origination Date set forth above.

Company

Prosci, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Request for Proposal

RFP# FDC-1175

Information Technology Consulting Services

June 15, 2023



****PROCEDURE FOR SUBMITTING QUESTIONS****

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 2:00 PM on August 3, 2023 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	Page	1
II.	BACKGROUND	Page	1-2
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-3
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-6
VI.	EVALUATION AND AWARD CRITERIA	Page	6-7
VII.	GENERAL TERMS AND CONDITIONS	Page	7-14
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14-18
IX.	METHOD OF PAYMENT	Page	19
X.	PRICING SCHEDULE	Page	19
XI.	ATTACHMENTS	Page	19
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Pricing Schedule		

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’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____	_____	_____
	Street or Box No.	RFP #	
	_____	_____	_____
	City, State, Zip Code	RFP Title	
	_____	_____	_____
	Name of Purchasing Officer:		

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University

sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to 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. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Attachment D – 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.)

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

	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.



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

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
540.568.3145 Phone
540.568.7935 Fax
Office of
PROCUREMENT SERVICES

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-site 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.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

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, Fusions 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 acctspayable@jmu.edu 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