



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. UCPJMU6774

This contract entered into this 5<sup>th</sup> day of February, 2024, by TEKsystems, 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 2/5/2024 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 June 11, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated February 4, 2024
  - (b) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated November 14, 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: \_\_\_\_\_

(Signature)

Candice Blake

(Printed Name)

Title: Senior Manager of Operations Contracts

PURCHASING AGENCY:

By: \_\_\_\_\_

(Signature)

Doug Chester

(Printed Name)

Title: Buyer Senior

**RFP # FDC-1175 Information Technology Consulting Services  
Negotiation Summary for TEKsystems, Inc.**

**February 4, 2024**

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

<b>Oracle Core Technologies</b>	Onsite	Offsite
Project Manager		124.00
Senior Engineer		119.00
Engineer		102.00

<b>Change Mgmt. Training, Svcs, and Certs</b>	Onsite	Offsite
Project Manager		110.00
Senior Engineer		130.00
Engineer		119.00

<b>Oracle/PeopleSoft Enterprise Solutions</b>	Onsite	Offsite
Project Manager		135.00
Senior Engineer		151.00
Engineer		122.00

<b>Security and Federation Services</b>	Onsite	Offsite
Project Manager		110.00
Senior Engineer		121.00
Engineer		95.00

<b>Desktop and Mobile Device Management</b>	Onsite	Offsite
Project Manager		121.00
Senior Engineer		89.00
Engineer		81.00

<b>Cisco Tech., Infrastructure Support, and Visualization</b>	Onsite	Offsite
Project Manager		110.00
Senior Engineer		120.00
Engineer		97.00

<b>Microsoft Azure and M365</b>	Onsite	Offsite
Project Manager		135.00
Senior Engineer		151.00
Engineer		125.00

<b>Audio Visual Technologies</b>	Onsite	Offsite
Project Manager		90.00
Senior Engineer		92.00
Engineer		82.00

<b>Okta</b>	Onsite	Offsite
Project Manager		140.00
Senior Engineer		156.00
Engineer		130.00

<b>Secure Research Enclaves</b>	Onsite	Offsite
Project Manager		90.00
Senior Engineer		90.00
Engineer		81.00

<b>Data Analytics/Visualization/ Warehouse/Lake</b>	Onsite	Offsite
Project Manager		140.00
Senior Engineer		158.00
Engineer		130.00

<b>Other Technology</b>	Onsite	Offsite
Project Manager		100.00
Senior Engineer		110.00
Engineer		100.00

- Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.
- Contractor shall provide detailed invoicing to include project title, number of hours worked offsite, role of individual(s) performing the work, and specific tasks performed.
- 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.

6. 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.
7. 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.
8. Contractor has disclosed all potential fees. Additional charges will not be accepted.
9. The confidential footer on page 2 of the redacted copy of the proposal stating that “No portion of this document shall be disclosed outside of JMU” is hereby removed. The redacted sections identified in the redacted copy of the proposal will remain in place. The redacted contract document will be publicly available.
10. The following changes are mutually agreed to in regards to the exceptions, clarifications, or additions of terms and conditions of RFP# FDC-1175:

- a. Section VII. General Terms and Conditions

1. The following opening paragraph is added to the General Terms and Conditions:

TEKsystems, Inc. (Contractor) shall provide temporary staffing services under this agreement on a time and material basis, by providing qualified personnel to work under the technical direction and supervision and in an environment controlled by James Madison University (JMU), an agency of Commonwealth of Virginia (“Services”).

2. VII. *J Payment* is hereby replaced with the following:

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 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>).

- f. The signing of weekly timesheets by Commonwealth of Virginia representative shall constitute acceptance of Services.
3. VII. M *Testing and Inspection* is hereby replaced with the following:  
TESTING: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services of the Contractor personnel conforms to the specifications.
4. VII. Q. *Insurance* is hereby replaced with the following:  
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 this 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 per accident/disease/employee.
  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 included 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.)
- b. Section VIII. Special Terms and Conditions:
1. VIII. A. *Audit* is hereby replaced with the following:  
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. In the event of any audit, Commonwealth of Virginia or its representatives shall adhere to Contractor's reasonable confidentiality and security policies. Any such audit shall occur no more than once per calendar year (12 months) or as required by applicable law.
  2. VIII. M. *Criminal Background Checks of Personnel Assigned By Contractor to Perform Work on JMU Property* is hereby replaced with the following:  
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. Criminal records must be free of all criminal convictions involving crimes against persons or property or involving dishonesty that are reasonably related to the job applied for. These potentially disqualifying convictions may include: 1.) Crimes involving physical violence, including, but not limited to, abuse of children or the elderly, abduction, including kidnapping, manslaughter, murder, robbery, sexual crimes, assault and/or battery. 2.) Crimes against property, including, but not limited to, arson, theft, larceny, burglary, and trespass. 3.) Crimes showing dishonesty, including, but not limited to, fraud, deception or financial exploitation of any person or business. In addition, Contractor shall conduct an individualized assessment ("IA") on any candidate who is initially determined as not meeting the criteria set forth herein. The IA will be performed in accordance with the relevant Federal guidance issued on properly performing background checks. 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.

3. VIII. O. *Additional Good and Services* is hereby replaced with the following:  
ADDITIONAL SERVICES: The University may acquire other 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.
4. VIII. R. *Confidentiality of Personally Identifiable Information* is hereby replaced with the following:  
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: Where applicable, and to the extent within the scope of Contractor's control, 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.
5. VIII. S. *Remote Work* is hereby added:  
REMOTE WORK: If required, James Madison University must provide advance written authorization to Contractor's employees to work remotely off-site away from Contractor's location. James Madison University is aware that the remote work location is not the Contractor's location and is not a managed site by the Contractor. James Madison University may provide Contractor employees with hardware, software, and network connectivity (such as a Virtual Private Network) to perform the services remotely as mutually agreed upon in advance. James Madison University shall be responsible for ensuring any James Madison University provided hardware, software, and network meet James Madison University's security obligations and measures.
6. VIII. T. *Non-Solicitation* is hereby added:  
NON-SOLICITATION: During the term of this Agreement and for a period of one (1) year after termination, neither Party shall, knowingly, directly or indirectly, on its own behalf or on the behalf of others, solicit, employ, or recruit for employment or offer contracting opportunities to any employee of

the other Party who is involved in the performance of this Agreement. For the purposes of this section, the use of general non-targeted employment advertising shall not be deemed to be direct or indirect solicitation.

7. VIII. U. *Limitation of Liability* is hereby added:  
LIMITATION OF LIABILITY: Under no circumstances shall either party be liable to the other for any indirect, special, or consequential damages (including, but not limited to, loss of profits, interest, earning or use) whether arising in contract, tort, or otherwise. Contractor's (including its Affiliates', agents', and representatives') maximum aggregate liability arising out of or related to this Agreement or the Services for any claim, whether in tort, contract, or otherwise, shall be limited to the 12 times the average monthly fee paid by the University to Contractor during the year immediately preceding the claim.
8. VIII. V. *Electronic Signature* is hereby added:  
ELECTRONIC SIGNATURES: The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this document are the same as manual hand-written signatures for the purposes of validity, enforceability and admissibility to the fullest extent of the law and both parties hereby waive any objection to the contrary.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: TEKsystems, Inc

DATE: 11/14/2023

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 // 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 to a total aggregate cap figure. The parties agree that this clause does not extend the Contractor's liability beyond its own negligent acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by either party;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obliging 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 Senior Manager of Operations Sales Support  
Printed Name Candice Blake

October 2022

August 15, 2023

# INFORMATION CONSULTING SERVICES RFP# FDC-1175

James Madison University

[REDACTED]  
[REDACTED]

REDACTED  
COPY

1501 Roseneath Rd., Suite 2  
Richmond, Virginia 23230

[REDACTED]  
[REDACTED]

# 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 Tuesday, August 15, 2023, at 2:00 p.m. 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](mailto: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:

TEKsystems, Inc.

Local: 1501 Roseneath Rd, Suite 2, Richmond,  
Virginia 23230

Corporate HQ: 7437 Race Road, Hanover,  
Maryland 21076

By 

Name: Garrett Whitmore

(Please Print)

Date: 6/11/23

Title: Account Executive

Web Address: www. TEKsystems.com

Phone: 

Email: 

Fax #: 888.891.9934

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 GW #2 GW #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.

Table of Contents

1. Cover Sheet.....2

2. Section IV. Statement of Needs..... 3

3. Narrative Statement (Executive Summary)..... 18

4. Attachment A – Offeror Data Sheet ..... 20

5. Attachment B – Small, Women and Minority (SWaM) Utilization Plan..... 21

6. VASCUPP Information ..... 22

7. Attachment D – Pricing Schedule ..... 23

**Statement of Confidentiality and Non-Disclosure:** The information in this document is proprietary and contains trade secrets and/or commercial or financial information which is privileged and/or confidential. No part of this document shall be disclosed outside of JMU. TEKsystems has provided a **REDACTED VERSION** of this proposal as instructed in the RFP.

## 2. Section IV. Statement of Needs

1. Describe your corporate competencies/experience providing IT consulting services for one or more of the technologies listed below.
  - a. Oracle Core Technologies
  - b. Oracle/PeopleSoft Enterprise Solutions
  - c. Desktop and Mobile Device Management
  - d. Microsoft Azure and M365
  - e. Okta
  - f. Data Analytics/Visualization/Warehouse/Lake
  - g. Change Management Training, Services, & Certification
  - h. Security and Federation Services
  - i. Cisco Technologies, Infrastructure Support, and Virtualization
  - j. Audio Visual Technologies
  - k. Secure Research Enclaves
  - l. Other Technology

TEKsystems has the capacity to meet the consulting needs for all technologies listed and more as set forth in the RFP. We have dedicated teams focused on sourcing and hiring the best talent in the areas of core applications, enterprise applications, data analytics and insights (EADAI), TechOps, and other major IT skill set areas as described below.

Our corporate competencies and experience are backed by our demonstrated performance as an industry leader in IT consulting services with **40 years** of experience. Staffing Industry Analysts, the premier research and analysis firm for the contingent workforce, has **ranked TEKsystems as the No. 1 IT staffing provider in the United States** in 2022 and every year since 2000 (the first year this data was captured by Staffing Industry Analysts). We are a qualified vendor who can serve all your needs as a one-stop shop IT consultant servicer and subject matter expert.

### Competencies Acquired Through Technical Recruitment Specialization

To serve our clients most effectively by meeting high demand and niche skill set sourcing, we have structured our processes based on technical skill set areas. We require that our account teams in specific industry practices and technical divisions to attend trainings and certification courses specific to their technical segmentation and vertical alignment. Because our technically aligned personnel are familiar with the technologies they specialize on, we can speak in greater detail about each role we recruit for.

JMU will have access to over 81% of the domestic IT workforce through your partnership with TEKsystems. We make over 80,000 placements annually across a wide range of IT digital skill sets that cover listed technologies and more.



TEKsystems is capable of being a one-stop-shop vendor for all IT consulting services needed.

Our capacity extends beyond our massive network, but also includes our focus in specializations within many areas. We can support all the stages of an applications lifecycle including analysis, design, development, testing, implementation, and maintenance. In addition, we have dedicated practices involved in planning, building, and running your network, data center, security operations as well as project management offices. These are all embedded with an approach that addresses any risk holistically and builds consistent, overarching governance policies.



**Figure 1. IT Consulting Technology Skill Set Areas**  
*Because TEKsystems’ delivery teams are segmented by technical specialty, we can have the necessary conversations using insights into JMU’s project needs and priorities to best position our approach to persuade candidates to apply for key roles.*

The table below describes the total annual placements in all technical skill set areas and the number of recruiters we align by skill set to make this possible. The technology areas TEKsystems can provide span the full spectrum of IT needs:

[Redacted Table Content]

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.

### Adaptive Approach to Meet Specific Project Needs

As JMU relayed on its response to vendor questions in addendum one, with the scope varying depending on the specific project, TEKsystems would propose offering a staff augmentation delivery model, but is open to discussing other engagement models that are highly customizable to deliver on JMU's needs.

### Methodology to Provide IT Consulting Services

TEKsystems is proposing our staff augmentation delivery model to hire key IT resources as well as manage administrative functions including but not limited to recruiting, onboarding, performance management and reporting. Our consultants will follow whatever project management methodology best suits the specific engagement based on JMU's instructions.

### Staffing Quality Process: Hiring the Best IT Talent

At the core of our operations is our methodology used to meet IT talent requisitions. We use our proprietary **five-step Staffing Quality Process®** as our hiring approach when fulfilling JMU's IT talent requests. Our account team will work with you to identify and place IT talent fitting your university culture and to meet your short- and long-term skill needs.

Our recruiting process consists of five key steps:

1. **Market Analytics:** Understand the local market dynamics
2. **Customer Knowledge:** Understand customer needs. Build proactive candidate pipelines
3. **Sourcing Strategy:** Create tailored sourcing strategies
4. **Screening and Selection:** Execute screening stages
5. **Relationship Management:** Maintain consistent contact to manage performance



### 1. Market Analytics

Our recruiting process starts with understanding the local labor markets where our customers and consultants are located. On a national level, TEKsystems account managers and recruiters speak to 30,000 IT professionals daily and meet 6,000 of them face to face every week. JMU will primarily be served by our local office in Richmond and supported by our offices in Fairfax, Chesapeake, and Roanoke. In total, we employ [REDACTED] who continually build pipelines of IT talent to deploy at clients like JMU.

Based on our market presence in Virginia and across the higher education sector, we understand what the best IT consultants prioritize, as well as what it takes to

TEKsystems' 40 years of experience provides reliability to support JMU's technology areas while also offering **subject matter expertise** as you plan specific projects.



successfully attract and retain them. We know where the best IT talent can be found, what they earn and when they are available. Because of the strong demand for IT talent in Virginia, we build proactive candidate pipelines for high-demand skill sets and upcoming customer needs.

## 2. Higher Education Sector and Customer Knowledge

TEKsystems forges a deep understanding of our customers' businesses, IT initiatives and corporate academic cultures. Rather than relying on job descriptions, TEKsystems capitalizes on our higher education sector knowledge to attract great talent to your organization.

Our aim is to create a cadence of communication to proactively plan to meet your needs. By understanding the intimate details around your openings, and what might compel top IT professionals to want to fulfill your roles, we create Employee Value Propositions (EVPs) to communicate the tangible and intangible benefits each position offers an employee. Our primary research indicates the average IT professional receives approximately 50 recruiting solicitations a month; our EVPs help elevate our recruiters' calls among our competitors.

Additional ways we gain customer knowledge include:

- Aligning our account teams by industry and technical domain. This structure provides specialized and consultative service to our customers.
- Conducting detailed account planning to capture and understand our customers' strategies, structures and operations. We assess the best solutions for our customers' needs and conduct proactive workforce planning for upcoming projects.

## 3. Sourcing Strategy

Once we fully comprehend your requirements, assess the right solution, and create EVPs to attract top talent, we construct a tailored sourcing strategy to identify the strongest candidates relative to your needs.

Our dedicated account teams in Virginia will quickly and effectively source the highest quality talent through a far more effective method: their relationships with IT professionals and their extensive referral bases across the Central and Northwestern parts of Virginia as well as nationwide. We network with current and former consultants in places such as Richmond, Charlottesville, Waynesboro, and Harrisonburg as a first-line sourcing strategy to identify a pool of viable candidates for customer positions as well as source nationally for niche skill sets.



Figure 3. Talent Pool Sources

TEKsystems has **four office locations in Virginia**, providing a more geographically relevant sourcing strategy for JMU as well as personalized support from a local account team.



*We focus on building and maintaining large national and local talent pools through our referral-based recruiting methodology and other sourcing tools, giving JMU quick access to talented resources to work at your engagements.*

TEKsystems' sourcing channels provide the best IT talent for JMU:

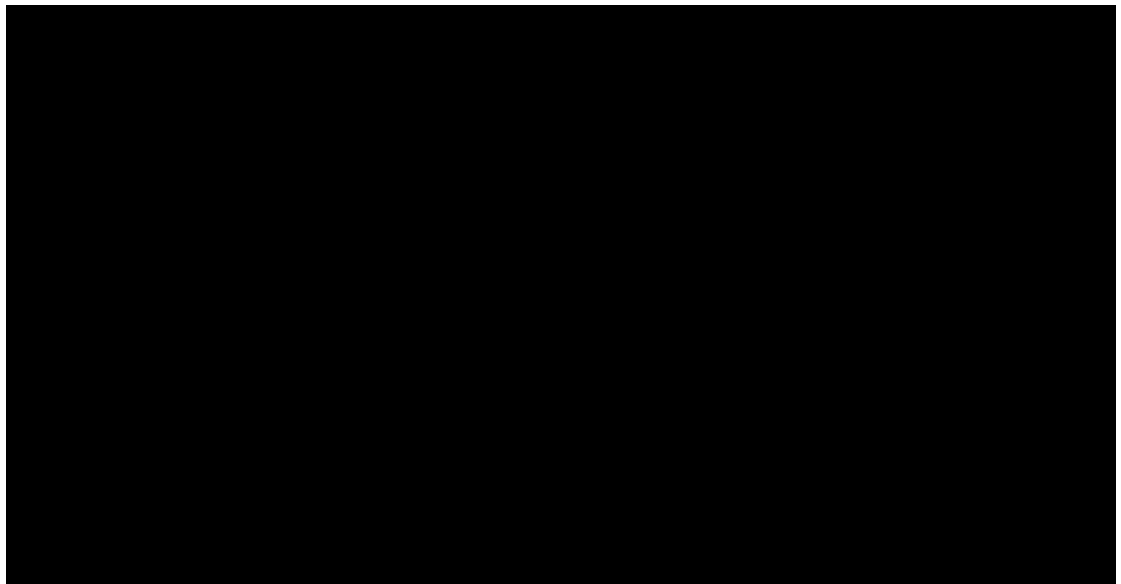
**Our Massive Candidate Network:** Due to our local and national networks, we can offer you faster access to pre-screened consultants with a track record of success. Specific to higher education, we have access to thousands of consultants who have experience working with customers similar to JMU. These experienced consultants typically require less onboarding time, possess industry knowledge, and can share best practices with you.

**Professional Referral Network:** Because of the strength of the relationships, we build with IT consultants and hiring managers, we are constantly obtaining referrals to other professionals who could benefit from our services.

**Connected:** Connected, built on the Salesforce Lightning platform, is an integrated sales and recruitment platform. Connected houses nearly three million candidate profiles that outline our consultants' skills, goals, and interests, as well as their resume, technical assessments, references, and prior history with us. Our organized access to this information will help facilitate an efficient, successful match between JMU's technical needs and our consultant's career goals.

**Sub-vendor Program:** TEKsystems uses our sub-vendor program to access consultants on H-1B Visas, execute focused efforts to recruit pools of high-level consultants, and assist customers with minority spend needs.

**Government Services National Recruiting Center (NRC):** Our NRC dedicates a nationwide focus on attracting specific skill sets in high demand, many within the higher education sector. These recruiters are subject matter experts in specific industries and work daily to connect with the top IT talent in these fields. For hard-to-fill positions, your Richmond account team will leverage our NRC Government Services Vertical (GSV) and other teams to provide the specialty resources you need such as:



**Dallas, Milwaukee, Orlando, Philadelphia, and Phoenix Delivery Centers:** These delivery centers focus on both niche and high-volume recruiting needs.

**TEKsystems.com IT Careers Site:** Our premier website for job search and recruiting represents over three million IT job seekers across North America.

**Social Media:** We source through social media sites like LinkedIn. Our recruiters use LinkedIn Recruiter Professional Services to source, gather intelligence and communicate with prospective candidates.

**Career Fairs and Job Boards:** TEKsystems hosts local job fairs at colleges, universities, and various veterans- and minority-based organization sites. We also post openings on select job boards to reinforce recruiting efforts for upcoming contracts.

#### 4. Screening and Selection

Our confidence in the candidates we present is based on our thorough screening stages. As a part of our standard process, we:

- **Host face-to-face behavioral interviews:** We conduct behavioral interviews to gauge a cultural fit within your organization.
- **Conduct technical interviews and assessments:** We partner with IKM TeckChek™ to issue technical assessments, and/or our select panel of technical practitioners helps us evaluate new candidates' technical capabilities relative to their peers.
- **Perform two detailed reference checks:** We use supervisory references to validate our candidates' qualifications and gain insight regarding their ability to perform expertly in our customers' positions.

At JMU's request, we are also able to coordinate drug, background, and security checks.

Many consulting companies say they screen to this level of detail. However, we will present the results of each of our screening steps to JMU's hiring managers upon candidate submission. This way, you can be sure of our diligence and have confidence that the candidates we submit have more than a solid resume.

#### 5. Relationship Management

To manage the performance of our current consultants and proactively prepare for JMU's upcoming IT staffing needs, we have a formal process that keeps us in consistent communication with you and our consultants. Our relationship management begins when your account manager conducts pre-start onboarding conversations with our consultants to prepare them for their first day at JMU. Subsequently, we will ensure they are present on their first day and communicate with you and our consultant on the first day and first week.

While we will increase the frequency of our communication process to best meet JMU's needs, at a **minimum of every 45 days**, we conduct formal conversations with you and our consultants. We use these conversations to address any issues and meet our consultants' developmental needs, helping to foster a sense of job security so they are focused on their current 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.

<b>Primary Contact</b>	
<b>Title</b>	
<b>Phone</b>	
<b>E-mail</b>	
<b>Address</b>	
<b>Tenure at TEKsystems</b>	

JMU be supported by [REDACTED]

██████████'s extensive experience includes supporting clients through multiple service delivery models (IT Professional Services, IT Managed Capacity Services, via Integrator/Channel Alliance Partners as well as IT Talent Delivery Services) with a primary focus on cloud enablement, data analytics and insights as well as risk and security.

██████████ and his account team are responsible for:

- Engineering high-quality sourcing strategies and recruitments that meet the needs of JMU
- Confirming all consultants placed with JMU are high quality and the correct fit
- Coordinating with account managers across out other Virginia office locations to ensure consistent delivery
- Continuing to build on our relationship-level understanding of your needs
- Executing JMU's employment strategy
- Identifying opportunities to provide unique solutions to your business problems

Your primary contact will be supported by a team of recruiters and industry experts who can provide guidance and be resources on technical matters for each technology area needed and specific projects.

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

While leveraging our Staffing Quality Process to effectively source, hire, and onboard candidates, we also provide support through our continuous improvement program throughout the duration of a project and our partnership. JMU receives quality IT consultants via TEKsystems' Staffing Quality Process through:

- Maintaining continuous communication
- Conducting customer satisfaction surveys
- Setting up service standards and measurements
- Thoroughly screening every candidate before submission
- Offering quality guarantees

TEKsystems' approach to keep consultants on the job involves:

- 1) **Verifying reliability of the candidate** during reference checks through a thorough vetting process that involves confirming their performance with previous managers.
- 2) **Setting clear expectations** to the candidate regarding the role, project and overall engagement performance needs.
- 3) **Maintaining communication** throughout the engagement as described in more detail below. We also proactively address any issues or training needs.

Overall, approximately nine out of 10 of TEKsystems' consultants successfully complete their assignment.

### Continuous Communication

Open and honest communication plays a large role in our quality process.

**Before consultant submission:** Before a consultant is submitted to a position opening, we first understand their skills, goals, and career interests. If we determine a potential match, we then share the specific job and performance expectations involved in the role. Once a consultant is hired, we again review these expectations before the assignment's start date.

**First Day:** We touch base with you and our consultant after their first day and first week on a JMU engagement to ensure the transition onto the assignment went smoothly and to resolve any outstanding issues.

**Regular Meetings:** Although we will increase the frequency of our subsequent communication to best meet your needs, at a minimum of every 45 days, our account team conducts structured conversations with JMU and our consultants. In these conversations, we assess our consultant's performance and discuss improvement or development opportunities from both JMU's and consultant's perspective. All challenges or opportunities are addressed through tailored action plans. We use these discussions to proactively resolve and prevent any performance or retention issues before they become problematic. We can also be proactive in planning for JMU's upcoming workforce needs.

**Performance Reviews:** During periodic performance reviews, we can provide a performance scorecard that meets JMU-specific objectives. Some key performance

indicators we gauge include consultant fit, technical skills, quality of work provided, preparedness, professionalism, and timeliness.

Your dedicated account team's main responsibility is to consistently engage with JMU to ensure we are proactively fulfilling your project needs.

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
- 

TEKsystems has experience providing consulting services for all of the above technology areas (see references towards the bottom of this response for a few examples). As mentioned in question #2 on **page 5**, we can leverage our years of experience supporting an eclectic array of IT projects with our service models being highly customizable to fit JMU's needs. Our consultants will follow whatever project management methodology best suits the specific engagement and based on JMU's instructions.

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.

---

TEKsystems' aim is to provide competitive benefits and resources to our consultants, which is why we offer consultant upskilling and training options. Costs for these courses are part of our offering to our consultants already and are not included in the submitted Pricing Schedule.

### Consultant Upskilling: Improving Success and Retention

One of the benefits we offer all consultants while on assignment is the ability to improve current skills and explore new skills through upskilling.

TEKsystems partners with the following companies to assist with training needs:

- **Udemy Business:** TEKsystems offers Udemy Business online training to all of our employees. Our consultants and employees have access to a curation

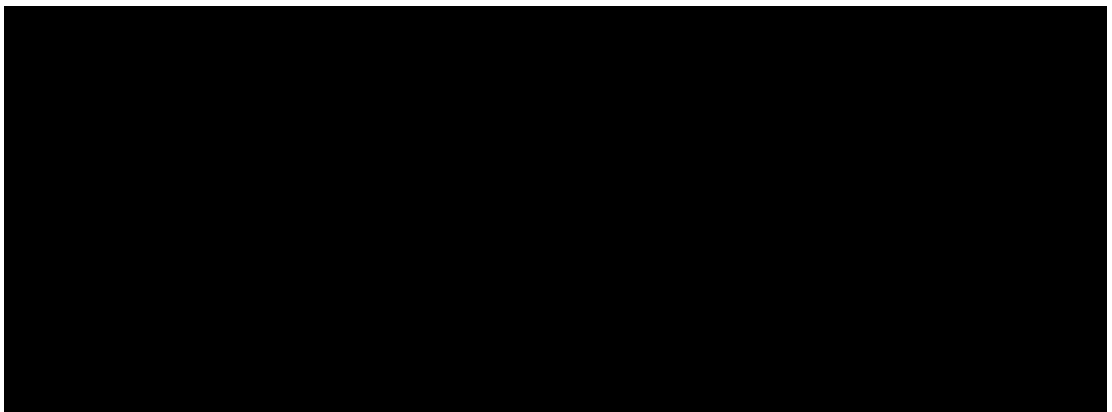
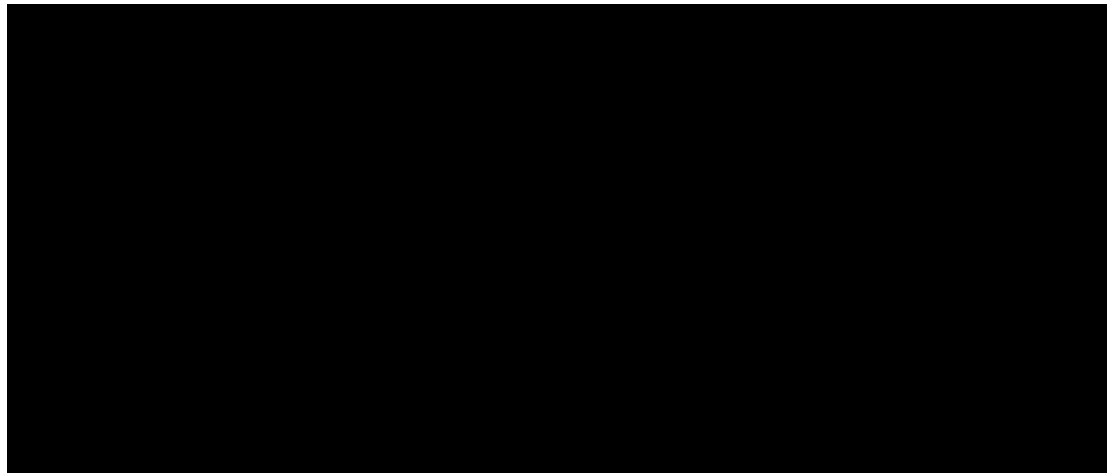
of over 6,500 top-rated courses taught by real-world experts. This on-demand learning management system provides real-time access to certification preparation and resources for on-the-job training.

- **SkillPath:** TEKsystems purchases courseware through SkillPath to offer training to our operations staff. They deliver more than 20,000 “how-to” sessions to over 500,000 people in 450 cities. Both online and instructor-led courses are available.
- **American Management Association:** TEKsystems offers instructor-led, customized training to our operations staff through American Management Association (AMA).

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

TEKsystems partners with over 125 higher education institutions every year and has over 250 IT consultants currently placed at public, private, and for-profit universities as well as community colleges across the country.

Please refer below to some examples of recent higher education institutions projects





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

---

To prepare for the completion of a client engagement with TEKsystems, the following items should be assembled and documented as part of the knowledge transfer and closeout plan:

1. Provide the path/URL to any documents, files, source code, notes, and deliverables stored on any server.
2. List any items that are in progress or not completed, including documentation and description of activities currently in an active state.
3. Provide any transition or handoff notes to designated JMU contact.
4. Final meeting between TEKsystems and JMU to sign off on final documents verifying knowledge transfer completion. This meeting should occur within 24 hours of engagement completion. During this meeting, we discuss recommendations and policies regarding tools, methodologies, and best practices specific to the completed project.
5. Offboarding checklist review to verify all materials are returned to JMU, such as laptops, badges, and other materials. TEKsystems' account team creates the offboarding checklist. It is developed in an ongoing fashion during orientation/onboarding while all materials are assigned to the IT consult.

TEKsystems will make sure to provide any additional transition items requested, such as report summaries of the outcomes accomplished.

- 
9. Describe your approach to project management.

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Our approach to project management begins with TEKsystems' leverage of our proprietary **five-step Staffing Quality Process** as described on **page 6**. Overall, TEKsystems' implementation plan for JMU incorporates the following three phases:

1. Pre-implementation
2. Implementation
3. Post-implementation



This plan begins with TEKsystems and JMU signing the contract, continues with the formation of our operations plan, and concludes with measurable post-implementation activities.

### Phase 1: Pre-Implementation

1. **Execute contract:** Execute and deliver a mutually agreeable contract from our legal department to JMU's designated point of contact.
2. **Designate a primary point of contact:** A vendor contract management representative (typically an account manager) is designated to coordinate and approve vendor staff time reports, approve invoices, and resolve administrative issues concerning vendor staff and other commitments.
3. **Review contract with internal stakeholders:** Our representative notifies our HR department and local account and customer support teams of the contract and holds an internal review session with each team.
4. **Develop communication for contractor base:** Formal meeting is set between the TEKsystems implementation/transition team and JMU's internal stakeholders to develop a communication plan to current contractors.

### Phase 2: Implementation

1. **Determine reporting requirements:** Finalize all other reporting measures to satisfy the needs and demands of JMU stakeholders.
2. **Confirm communication cadence with JMU:** Develop and finalize a plan outlining the communications protocol between our local account team and JMU's internal stakeholders. At a minimum of every 45 days, we meet with our deployed consultant base and JMU's project points of contact. Depending on the scope and complexity of the initiative, we may hold in-person weekly, bi-weekly, and monthly touchpoints, supplemented by regular phone calls.
3. **Develop and communicate workforce management plan:** If necessary, your account manager holds a follow-up call with our local office to ensure a thorough plan is in place to support JMU. We hold this call after our meeting with JMU. [REDACTED] will assign proper delivery support to uphold our initial resource allocation planning.
4. **Proactively ensure compliance:** Your account manager holds a meeting with our internal risk mitigation and compliance department to review the final contract requirements and the initial resource allocation plan.

### Phase 3: Post-Implementation

1. **Host quarterly business reviews:** Hold quarterly review sessions to review performance and overall expectations.
2. **Hold compliance reviews:** TEKsystems and JMU review our JMU support team's performance, addressing items that may include invoicing, drug and background check requirements, and adherence to program rules and guidelines.
3. **Review consultant performance with JMU:** TEKsystems and JMU review our deployed consultant base's performance and recommend training or certification courses as needed.
4. **Review performance with consultant:** We meet with our consultants to strengthen engagement, provide performance feedback, and ensure that

consultants feel like a member of the JMU team. This level of interaction and engagement is the key to consultant retention.

5. **Continue conversations around JMU's business goals and**

**expectations:** We discuss JMU's local initiatives and objectives to evaluate our support levels. Based on JMU's existing and anticipated needs, we may ramp up or scale down our delivery personnel as necessary.

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

---

TEKsystems' staffing plan would be based on the number and type of consultants JMU is looking for, whether it be one or a full team. Under a staff augmentation agreement, the characteristics of the consultant(s) will be based on the JMU's specific requirements (e.g., skill set, experience, cultural fit). These consultants will follow the schedule that JMU sets and will work under the direction of the client's hiring manager.

The characteristics of the consultant will match the requirements set forth by JMU for each project. We conduct a multistage screening process to ensure a technical and cultural fit with JMU. Our recruiters then conduct face-to-face behavioral interviews to assess each consultant's personality, professional demeanor, work style, and communication skills. TEKsystems would use our Staffing Quality Process as described on **page 6** to source, vet, hire, onboard, and manage our consultants.

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

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TEKsystems may use subcontractors (with JMU's written permission) when needed or as JMU desires. We partner with over 200 sub-vendors, including over 110 minority, veteran, or women-owned sub-vendors, to help clients increase their minority- and women-owned spend and widen the talent pool of niche resources.

The process of reviewing subcontracted consultants includes the **same quality assurance steps that TEKsystems' W2 consultants undergo**. This ensures that all consultants reviewed by TEKsystems, including subcontractors, follow the same standards for employment placement. Both our consultants and those that come from subcontractors would abide by a non-disclosure agreement and will be subject to your confidentiality procedures and requirements.

A **sampling of documentation** required from our subcontractor companies includes:

- Articles of Incorporation
- Certificate of insurance written to meet the requirements in the sub-vendor agreement
- Form 941, Employer's Quarterly Federal Tax Return for the last two quarters
- Form 941, Proof of Payment for the last two quarters (bank statements, cancelled checks, payroll company invoices)
- Good Standing Certificate issued by the State
- E-Verify certificate to prove that the company has enrolled in the program

- W-9 Form
- Minority certificate if claiming minority status
- Drug and background
- The consultant's I-9 and current supporting documents
- The consultant's E-Verify confirmation
- Certificate of completion of annual data security training, provided by consultant

### 3. Narrative Statement (Executive Summary)

**JMU will benefit from subject matter expertise, reliability, and proven operational processes built on TEKsystems' 40 years of experience providing IT consulting services. We offer industry-specific experience in higher education and leverage our massive sourcing networks to manage the sourcing, hiring, and continuous management needed to deliver on JMU's projects and initiatives.**

#### Our Understanding of JMU's Issues and Objectives

JMU seeks a partner who can deliver on a range of IT consulting services by providing qualified talent across various technology areas, focused primarily on core applications, enterprise applications, data analytics and insights (EADAI), and TechOps. The qualified firm should also have the expertise to serve as a subject matter for JMU's special projects, offering guidance to improve cost and operational efficiencies in the planning and execution phases of certain projects.

#### Our Approach to Accomplishing JMU's Objectives

TEKsystems is proposing our staff augmentation delivery model to support specific project needs that JMU has. We can fulfill all technology area skill set personnel needs requested and more. Our recruitment model (Staffing Quality Process) supports the entire life cycle of each request, including regular communication to our consultants and JMU decision-makers to ensure overall satisfaction with our resources during the project.

As a new client, we would work with JMU to understand the level of involvement desired for each specific project. This would provide guidance on how we can proactively plan future talent needs and provide recommendations during the planning phase of any initiative.

We will use our Staffing Quality Process to attract, vet and place talent for JMU. Our strategy is to streamline access to qualified technical talent through a single point of contact in our Richmond office, who is familiar with the technology areas in the RFP and supporting higher education projects. Our approach is backed by our massive reach and breadth of resources, and our over 40 years of experience meeting IT consulting service needs. We will leverage this experience to serve as subject matter experts where necessary to make recommendations that provide cost and operational efficiencies on a case-by-case basis.

#### Why TEKsystems Is Ideally Suited to Serve JMU

The following qualities and differentiators demonstrate TEKsystems' ability to meet and exceed JMU's expectations for a qualified vendor.

- **Ability to Provide All Skill Sets.** By partnering with TEKsystems, JMU will have access to over 81% of the domestic IT workforce in North America through our multiple national as well as local, specialized recruiting teams. Our proven methods to attract, develop, and retain the best IT talent in the industry will help JMU build high performing teams that meet your critical business goals. We deploy over 80,000 IT professionals annually across a

wide range of skill sets across our core applications, enterprise applications, data analytics and insights (EADAI), TechOps technical divisions. In addition, we support our sourcing channels with our Sub-Vendor Program, which can be leveraged to support SWaM needs in the future depending on specific projects.

- **One-Stop Shop for Staffing and IT Solutions.** TEKsystems is an industry leader in full-stack technology, able to support a range of services as a single vendor that meets both your experience and scope requirements. We offer multiple engagement models that help companies scale and support their teams—providing consultants, multi-disciplinary teams and resource management
- **Government and Higher Education Sector Expertise.** TEKsystems supports over 125 public, private, and for-profit universities, and community colleges across the country with IT consulting services. JMU will benefit from a vendor who has supported similar projects and challenges while also being able to tap into extensive network of relationships we maintain with former IT professionals, including consultants who worked at other government and higher education entities, who have achieved significant levels of customer satisfaction.

#### **4. Attachment A – Offeror Data Sheet**

Please find on the next page our completed Attachment A – Offeror Data Sheet.



## 5. Attachment B – Small, Women and Minority (SWaM) Utilization Plan

Please find our completed Attachment B - SWaM Utilization Plan form on the following pages.

TEKsystems may use subcontractors (with JMU's written permission) when needed or as JMU desires. We partner with over 200 sub-vendors, including over 110 minority, veteran, or women-owned sub-vendors, to help clients increase their minority- and women-owned spend and widen the talent pool of niche resources.

The process of reviewing subcontracted consultants includes the **same quality assurance steps that TEKsystems' W2 consultants undergo**. This ensures that all consultants reviewed by TEKsystems, including subcontractors, follow the same standards for employment placement. Both our consultants and those that come from subcontractors would abide by a non-disclosure agreement and will be subject to your confidentiality procedures and requirements.



## ATTACHMENT B

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

Offeror Name: TEKsystems, Inc. Preparer Name: \_\_\_\_\_

Date: 8/1/2023

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

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

Procurement Name and Number: Information Technology Consulting Services RFP# FDC-1175      Date Form Completed: 8/2/2023

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

Offeror / Proposer: **TEKsystems, Inc.**

Firm		Address			Contact Person/No.	
Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)	
N/A						
N/A						
N/A						
N/A						
N/A						
N/A						
N/A						

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

***RETURN OF THIS PAGE IS REQUIRED***

## 6. VASCUPP Information

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).

Customer Name	2022 Revenue	2023 Revenue

## 7. Attachment D – Pricing Schedule

Please find our completed Attachment D – Pricing Schedule on the following page.

## 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
<b>Oracle Core Technologies</b>					
Project Manager or _____	_____/hr.	<u>124</u> /hr.	<b>Change Management Training, Svcs, &amp; Cert.</b>	_____/hr.	<u>110</u> /hr.
Senior Engineer or _____	_____/hr.	<u>119</u> /hr.		_____/hr.	<u>130</u> /hr.
Engineer or _____	_____/hr.	<u>102</u> /hr.		_____/hr.	<u>119</u> /hr.
<b>Oracle/PeopleSoft Enterprise Solutions</b>					
Project Manager or _____	_____/hr.	<u>135</u> /hr.	<b>Security and Federation Services</b>	_____/hr.	<u>110</u> /hr.
Senior Engineer or _____	_____/hr.	<u>151</u> /hr.		_____/hr.	<u>121</u> /hr.
Engineer or _____	_____/hr.	<u>122</u> /hr.		_____/hr.	<u>95</u> /hr.
<b>Desktop and Mobile Device Management</b>					
Project Manager or _____	_____/hr.	<u>121</u> /hr.	<b>Cisco Technologies, Infrastructure Support, and Virtualization</b>	_____/hr.	<u>110</u> /hr.
Senior Engineer or _____	_____/hr.	<u>89</u> /hr.		_____/hr.	<u>120</u> /hr.
Engineer or _____	_____/hr.	<u>81</u> /hr.		_____/hr.	<u>97</u> /hr.
<b>Microsoft Azure and M365</b>					
Project Manager or _____	_____/hr.	<u>135</u> /hr.	<b>Audio Visual Technologies</b>	_____/hr.	<u>90</u> /hr.
Senior Engineer or _____	_____/hr.	<u>151</u> /hr.		_____/hr.	<u>92</u> /hr.
Engineer or _____	_____/hr.	<u>125</u> /hr.		_____/hr.	<u>82</u> /hr.
<b>Okta</b>					
Project Manager or _____	_____/hr.	<u>140</u> /hr.	<b>Secure Research Enclaves</b>	_____/hr.	<u>90</u> /hr.
Senior Engineer or _____	_____/hr.	<u>156</u> /hr.		_____/hr.	<u>90</u> /hr.
Engineer or _____	_____/hr.	<u>130</u> /hr.		_____/hr.	<u>81</u> /hr.
<b>Data Analytics/Visualization/Warehouse/Lake</b>					
Project Manager or _____	_____/hr.	<u>140</u> /hr.	<b>Other Technology</b>	_____/hr.	<u>100</u> /hr.
Senior Engineer or _____	_____/hr.	<u>158</u> /hr.		_____/hr.	<u>110</u> /hr.
Engineer or _____	_____/hr.	<u>130</u> /hr.		_____/hr.	<u>100</u> /hr.

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: \_\_\_\_\_



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 3<sup>rd</sup> 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  
Office of 540.568.3145 Phone  
PROCUREMENT SERVICES 540.568.7935 Fax

LLC, Highstreet IT Solutions, LLC, Nautiquos Business Solutions, LLC, Assura, Inc., and Planet Technologies, Inc. Previous spend can be found at [www.eva.virginia.gov](http://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](http://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* GW ” 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](mailto: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 GW ” on the signature page of your proposal.

Sincerely,

Doug Chester  
Buyer Senior  
Phone: 540-568-4272





# Request for Proposal

## **RFP# FDC-1175**

**Information Technology Consulting Services**

**June 15, 2023**





# ***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](mailto: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](http://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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA**

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

1. Quality of products/services offered and suitability for intended purposes
2. Qualifications and experience of Offeror in providing the goods/services
3. Specific plans or methodology to be used to perform the services
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
5. Cost

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

**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](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
    - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
    - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
  2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- 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](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.



**This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible

based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. 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
<b>Oracle Core Technologies</b>			<b>Change Management Training, Svcs, &amp; Cert.</b>		
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.
<b>Oracle/PeopleSoft Enterprise Solutions</b>			<b>Security and Federation Services</b>		
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.
<b>Desktop and Mobile Device Management</b>			<b>Cisco Technologies, Infrastructure Support, and Virtualization</b>		
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.
<b>Microsoft Azure and M365</b>			<b>Audio Visual Technologies</b>		
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.
<b>Okta</b>			<b>Secure Research Enclaves</b>		
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.
<b>Data Analytics/Visualization/Warehouse/Lake</b>			<b>Other Technology</b>		
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 3<sup>rd</sup> page of the solicitation it states the period of performance is from date of award through one year (renewable). How many renewals periods does JMU expect in terms of being renewable?  
**Answer – Section VII. Special Terms and Conditions, Item F states that JMU has the option to extend the original contract for four (4) successive one-year periods.**
2. Question – How many FTEs are estimated to be needed onsite versus remote?  
**Answer – This would depend on the nature of the engagement.**
3. Question – In order to be awarded this project, does at least one (1) team member need to be SWaM certified? Do sub-contractors need to be small business and SWaM certified?  
**Answer – SWaM certification is not a requirement for award; however, JMU tries to work with SWaM vendors whenever possible. Evaluation points will be given to vendors that are a SWaM vendor or that use SWaM sub-contractors. Additionally, all vendors should complete the SWaM Utilization Plan in the RFP document.**
4. Question - Is there a page limit to RFP response?  
**Answer – No; however, proposals should be prepared simply and economically (see section V.A.3.b.).**
5. Question – What industry partner currently performs this work? What is the incumbent contract number and total dollar value if there is one? Please confirm if we can get the previous proposals or pricing of the incumbent(s).  
**Answer – The University currently has contracts in place with the following vendors - Unicon, Inc., Sierra-Cedar, Inc., Securance Consulting, HyperGen, Inc, Plante & Moran, PLLC, Cherry Bekaert Advisory**

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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](http://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](http://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.**

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9. Question - What is the size of the production database for each of the PeopleSoft application pillar?  
**Answer - This information may be provided depending on the engagement and after the execution of a SOW.**
10. Question - Does Oracle Core Technologies mean the Oracle DBA skill set? If not, please provide more details.  
**Answer - Yes.**
11. Question - What skills are required in Desktop and Mobile Device Management?  
**Answer - Required skills, certifications, or qualifications will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP Section IV.3.).**
12. Question - Please provide details of the services expected in the following technologies:  
a. Security and Federation Services  
b. Microsoft 365 (M365)  
c. Audio and Visual Technologies  
d. Secure Research Enclaves  
**Answer - Services may vary depending on the nature of the engagement.**
13. Question - What is expected from Svcs and Cert in Change Management? What are the roles of Senior Engineer/Engineer in Change Management?  
**Answer - See RFP Section IV. Statement of Needs and Section D. Pricing Schedule. If your firm refers to a specific role by a different name, list it in the space provided next to the corresponding role.**
14. Question - Does onsite pricing refer to work specifically performed on campus (in person), and does offsite work pertain to work conducted within the US but off-campus, remote?  
**Answer - Yes.**
15. Question - What positions are you looking to fill immediately? Is there current or future project you are expecting?  
**Answer - See RFP Section II. Background.**
16. Question - For onsite services, we find that a base billable rate is suitable for most of our clients, and hotel/travel expenses charged as actuals later. Would you still like a single blended hourly charge for these positions including all expenses?  
**Answer - Yes.**
17. Question - What are the Oracle core technologies focused on consulting services like OBIA, OBIEE, ODI, OAC, etc.?  
**Answer - Unavailable at this time.**
18. Question - Is there a preferred cloud provider like AWS, GCP, or Azure for a data lake/data warehouse solution?  
**Answer - No.**
19. Question - Is the data warehouse/data lake solution in place that required migrating to a new tool stack or a new solution is expected?  
**Answer - See RFP Section II. Background.**

20. Question - Is there a preferred visualization tool for analytics?  
**Answer - No.**
21. Question - Has Fluid UI been implemented in your PeopleSoft Application?  
**Answer - No.**
22. Question - Is the Boomi atom/molecule installed on-premises or in the cloud?  
**Answer – On-premises.**
23. Question - What Salesforce modules have been implemented/utilized?  
**Answer - Implementation is just beginning. See RFP Section II. Background.**
24. Question - Is it mandatory to showcase the amount of sales our company had during the last twelve months with each VASCUPP Member Institution? Can we skip this portion if we do not have an existing/ previous VASCUPP cooperative contract? Will the proposal be deemed non-responsive if we do not have sales during the last twelve months with each VASCUPP Member Institution?  
**Answer - A response to the question is required. If the answer is none/zero, indicate that as your answer. Previous sales/experience with a VASCUPP Member Institution is not a requirement for submitting a proposal or being awarded a contract.**
25. Question - Please confirm whether the "Secure Research Enclave" category includes CMMC readiness testing? Or, is this category meant for the development/implementation of the architecture for these enclaves?  
**Answer - Secure Research Enclave could include CMMC readiness or the development/implementation of the architecture for these enclaves.**
26. Question - How does JMU define "Consulting Services" and "technology advisor"?  
**Answer - See RFP Section IV. Statement of Needs.**
27. Question - Is this a new requirement or an existing requirement?  
**Answer - This RFP is to replace an existing contract with multiple vendors.**
28. Question - What are your Key Performance Indicators?  
**Answer - Key performance indicators will vary depending on the project.**
29. Question - If we have a teaming agreement with a subcontractor, does the subcontractor's experience count as experience for us?  
**Answer - The experience of a subcontractor specified in a proposal may be considered in the evaluation of the qualifications and experience of the Offeror.**
30. Question - Do we need to submit only one response including the price schedule?  
**Answer - Vendors should submit one (1) original and four (4) copies, and electronic copy in WORD format or searchable PDF (on a flash drive) of the entire proposal, INCLUDING ALL ATTACHMENTS. The original, copies, and electronic version should all be the same and include the pricing schedule.**

31. Question - As a firm registered on eVA, do we have to pay the fees before the submission of the proposal (i.e. this stage) or after award? Please also clarify that the subcontractor also has to pay this fee.

**Answer - eVA fees are only paid upon receipt of a purchase order issued through the eVA system. eVA fees are paid by the vendor listed on the issued purchase order. If a subcontractor is issued a purchase order directly, they would have to pay the associated eVA fees; however, if the purchase order is issued to the prime contractor, and the subcontractor is working under the prime contractor, the subcontractor would not pay the associated eVA fees. The University typically issues purchase orders to the prime contractor.**

32. Question - Do we need to submit provided RFP Cover Sheet as a Cover Page of the proposal?

**Answer - The RFP cover sheet does not need to be submitted as the cover page of a proposal.**

33. Question - Is there any local preference for this contract?

**Answer - No.**

34. Question - Is it mandatory to have experience with higher education institutions?

**Answer - Experience with higher education institutions is not required.**

35. Question - Please confirm whether security assessment and consulting services are included on this contract. If so, should we price this under the category "Security and Federation Services" on the Pricing Schedule?

**Answer - The scope may include security assessment and consulting services, depending on the specific project. In addition to completing *Attachment D*, Offerors should also provide pricing for all other services.**

36. Question - Is there any flexibility in the initial contract duration of one year? Is it safe to assume that the same terms and conditions will remain same when the project is renewed? Are there any pre-defined criteria to be met by the vendors to get the renewal of contract?

**Answer - JMU typically issues contracts for one year with subsequent one-year renewals. The terms and conditions of existing term contracts are reviewed at the time of renewal. Contract terms may be negotiated and modified as necessary. See RFP *Section VIII.F*.**

37. Question - Can you please specify the list of all technologies in each technology area under Section IV? Example: Do we need to consider Oracle Database, 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](mailto: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