



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6776

This contract entered into this 11th day of December, 2023, by Unicon, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From 12/11/2023 through 12/10/2024 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP FDC-1175 dated June 15, 2023
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) Addendum No. One, dated July, 25, 2023
 - (e) Addendum No. Two, dated July 13, 2023
- (3) The Contractor's Proposal dated July 31, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated December 1, 2023
 - (b) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated October 26, 2023, which shall govern in the event of conflict.

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

CONTRACTOR:

PURCHASING AGENCY:

By: John C. Blakley
John C. Blakley (Dec 8, 2023 12:18 MST)
(Signature)

By: 
(Signature)

John C. Blakley
(Printed Name)

Doug Chester
(Printed Name)

Title: Co-CEO

Title: Buyer Senior

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

December 1, 2023

1. Parties agree that this Negotiation Summary modifies RFP# FDC-1175 and the Contractor's initial response to RFP# FDC-1175, and in the event of conflict this negotiation summary shall take precedence.
2. Contractor hereby rescinds confidentiality of its entire proposal dated July 31, 2023 and all subsequent negotiations.
3. Contractor's negotiated pricing* schedule for the Purchasing Agency is follows:
(All prices are in US Dollars and per hour rates)

Security and Federation Services	Onsite	Offsite
Project Manager	185.00	185.00
Senior Engineer	185.00	185.00
Engineer	185.00	185.00

Change Mgmt Training, Svcs, and Certs	Onsite	Offsite
Project Manager	185.00	175.00
Senior Engineer	185.00	185.00
Engineer	185.00	175.00

Data Analytics/Visualization/ Warehouse/Lake	Onsite	Offsite
Project Manager	175.00	150.00
Senior Engineer	185.00	185.00
Engineer	185.00	175.00

Other Technology	Onsite	Offsite
Project Manager	185.00	175.00
Senior Engineer	185.00	185.00
Engineer	185.00	175.00

*This pricing supersedes the pricing in the proposer's original response.

4. Onsite pricing shall be inclusive of all travel costs.
5. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.
6. Contractor shall provide detailed invoicing to include project title, number of hours worked onsite and/or offsite, role of individual(s) performing the work, and specific tasks performed.
7. 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.
8. 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.
9. 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.
10. Contractor has disclosed all potential fees. Additional charges will not be accepted.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Unicon, Inc.

DATE: Oct 26, 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. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. 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

Printed Name



Buyer Senior

Doug Chester

CONTRACTOR by

Title

Printed Name



John C. Blakley (Oct 26, 2023 12:17 PDT)

CEO

John C. Blakley

October 2022



IT Consulting Services

RFP# FDC-1175

Prepared for
James Madison University

July 27, 2023

Respondent: Unicon Inc.

1447 W. Elliot Road, Suite 101

Gilbert, AZ 85233

(480) 558-2400

Authorized Representative: Jillian Fenton

jfenton@unicon.net

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Unicon and James Madison University

Unicon is genuinely excited to have an opportunity to work with JMU on the infrastructure modernization efforts utilizing a variety of applications. Unicon is an education technology consultancy focused on all of the technology touch points across the student learner journey. Our planning methodology is based on the notion that the learners' needs should be the core focus to create a successful digital ecosystem that serves learner needs first. We understand that now more than ever, successful student experiences create market differentiation for Higher Education institutions and help institutions achieve better retention, persistence, and completion goals.

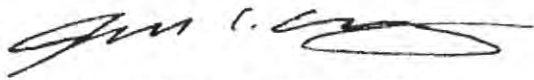
Unicon is uniquely qualified to partner with JMU as a long-term IT Consulting partner based on our history of collaborating with educational institutions with their IT architecture and implementation needs.

We have supported JMU for over five years with various IT consulting engagements under MSA UCPJMU5320.

Unicon is synonymous with quality and integrity; we have earned a "do what we say we are going to do" reputation. Specifically, Unicon brings the following strengths and experiences to a partnership with JMU:

- Over 30 years of experience building and delivering solutions for Higher Education and K-12, with an extensive history of planning, designing and building digital ecosystems, building robust IAM architectures, participating in community standards and assessment efforts, and unparalleled courseware integration experience.
- Over 130 employees and a network of contract associates spanning planning, design, implementation, infrastructure, and operating technology in the service of education.
- Active participation in a variety of Education community efforts focused on integration standards, security and identity, and operational excellence. We are a contributing member of EdFi, 1 EdTech, a Trust and Identity Solution Provider in the Internet2 Industry Program, an Industry Member of Internet2, an InCommon Participant, an Instructure Certified Partner, and an AWS Advanced Consulting Partner. We are a member of the AWS Public Sector Partner Program and have earned the AWS Education Competency.
- Deep technical expertise and application of the appropriate talent and technical architecture to deliver in desired time frames. We build modern, cloud-based, fully accessible, highly scalable, reliable, and secure solutions for our clients every day, for some of the most widely known and trusted organizations in the world.
- A project approach focused on partnering closely with our clients to rapidly iterate and evolve solutions and apply stakeholder feedback. Our technical approaches align costs to demand and usage but are highly scalable, reliable, accessible, and secure.

The following pages describe Unicon's approach to IT consulting. We look forward to working alongside the JMU team in an ongoing partnership as the technology vision is implemented and operated.

A handwritten signature in black ink, appearing to read "John C. Blakley", with a stylized flourish at the end.

John C. Blakley, Unicon CEO

**REQUEST FOR PROPOSAL
RFP# FDC-1175**

Issue Date: June 15, 2023
Title: Information Technology Consulting Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)
Sealed Proposals Will Be Received Until 2:00 PM on August 3, 2023 for Furnishing
the Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED
DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Doug
Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272;
(Fax) 540-568-7935 by July 20, 2023 by 5:00 PM EST.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed
herein, the undersigned offers and agrees to furnish the goods/services in
accordance with the attached signed proposal or as mutually agreed upon by
subsequent negotiation.

Name and Address of Firm: Unicon, Inc. 1447 W. Elliot Road, Suite 101
Gilbert, AZ 85233

By:

(Signature in Ink)



Name: Kate Valenti

(Please Print)

Date: 7/31/23
Title: Co-CEO
Web Address: unicon.net
Phone: (480)558-2400
Email: kvalenti@unicon.net

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES;

NO; **X**

IF YES ⇒⇒ SMALL; WOMAN;

MINORITY **NO**

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.

About Unicon

Company History

Unicon, Inc., headquartered in the Phoenix, Arizona area, was founded in 1993 to deliver high-quality consulting services to the education marketplace and to organizations that support education (EdTech). It is the leading independent provider of open-source frameworks, applications, and professional services for education. Unicon delivers enterprise Identity and Access Management, learning, security, integration technology, application development, and managed services / hosting for education institutions and organizations worldwide.

Unicon frequently engages in large-scale "custom" development, hosting/managed services, and integration projects. Institutions like the University of Wisconsin Madison and the California Community College System depend on Unicon's unique development, integration, and management expertise on a wide range of projects. The company has grown to over 130 professionals – with approximately 85% of them engaged in the direct support or service of our clients.

Ownership/Structure/Legal form of Business Organization

Unicon is a privately held company incorporated in Arizona. Dun and Bradstreet identification number: 956222467

Qualifications

For over 30 years Unicon has provided clients with best-fit solutions to solve business challenges using open-source products for Higher Education. We provide expert guidance necessary to meet the unique needs of clients through faster implementation, increased flexibility, and reduced risk. Unicon's first priority is to understand the client's vision for the future as well as current challenges.

Since our inception in 1993 Unicon has been focused on education and learning solutions, delivering scalable, dependable, integrated technology solutions that foster security, student success, aggregation, collaboration, and convenience. The goal is to enable clients to produce successful outcomes by meeting and exceeding their expectations. This approach proactively solves business problems and makes clients successful.

Unicon provides consulting services and support for the following markets and organizations: Higher Education, K-12, Ed Tech, and Publishers.

Number of Employees

Unicon currently employs 101 people.

Organization Chart

Unicon's original founders, John Blakley and Chris Franz, are still involved with the company. Blake has recently partnered with Kate Valenti, former Unicon COO, to share CEO responsibilities. As co-CEOs, Blake and Kate are jointly responsible for

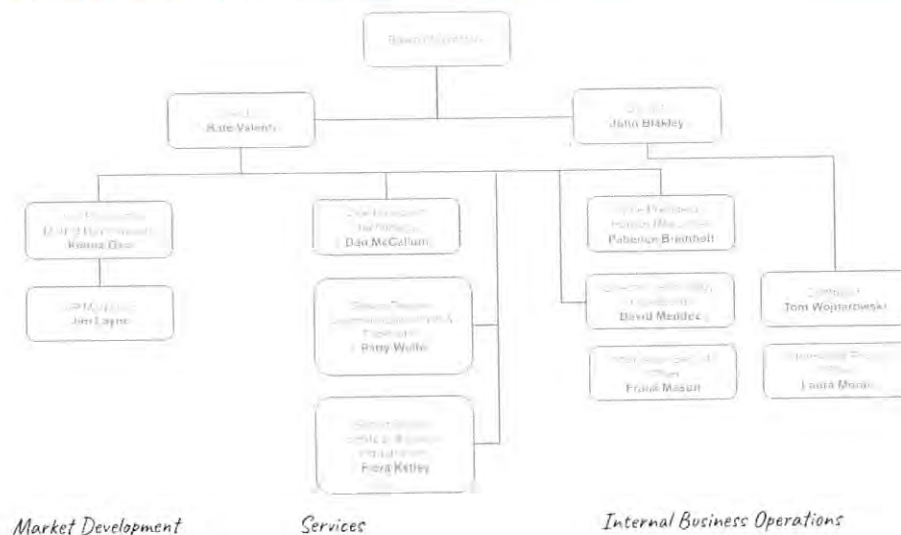
the day-to-day management of the organization. Chris Franz has retired from the day-to-day business but still serves on the Board.

As a private corporation, Unicon has an active Board of Directors. The Board is highly involved in supporting the management team and is responsible for the overview of all company operations, including a detailed review of the annual financial audit as well as the strategic direction of the company and the performance of the CEO. The Board meets formally each quarter and is presented with an in-depth review of all aspects of the company, from detailed financials to current market situations and company reactions.

The Board consists of Dr. William Lewis, Harold Schiffman, Robert Bowen, Chris Franz, and John Blakley. Its membership is diverse and highly experienced. Three members come from outside the company, and two represent the internal management team. The background of the members varies from the former CIO of Arizona State University to the Chairman and CEO of a reading and comprehension company focused on the K-12 space.

The diagram below provides a very high-level sketch of the organizational structure within Unicon:

ORGANIZATION



Section IV

I. 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

Unicon can partner with JMU and other institutions within their network to satisfy all of their data and analytics needs. Unicon works with our client to assist in a variety of capacities to include data architecture, storage, optimizing ingestion pipelines, integration with business intelligence solutions as well as the creation of dashboards for visualization, etc. Unicon has a wide range of working knowledge and experience including but not limited to working with multiple data sources, and cloud providers including an array of cloud-specific services such as data pipelines and stores, integration with 3rd party SaaS tools, and business intelligence platforms and data analysis tools. Our teams, from architects, project managers, quality assurance, and more are involved with the development of integrated systems such as large-scale data ingestion using comprehensive pipelines, data storage, and analysis. The Unicon proposal includes a team of

specialists who are SME's in the data domain; they are sure to lead JMU to a successful result.

g. Change Management Training, Services, & Certification

h. Security and Federation Services

Unicon frequently engages in large-scale Identity & Access Management projects inclusive of migration from current IAM systems or lack thereof to a new open-source solution. We assist with IAM Evaluations, planning sessions, implementations, and upgrades that also involve hosting/managed services, and integration projects. Institutions like Purdue University and Dartmouth College require Unicon's expertise in understanding all elements of IAM, from Governance to DevOps, to assist in transforming their IAM Systems into a solid deployment adding value for years to come.

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.

Unicon has a three-pronged approach to ensuring project success. First, gather a solid understanding of our client's needs, foundational goals, and success criteria. Then staff the project with resources with the skills and experience to deliver on those objectives. Lastly, support the team with engaged project management and proven practices and methodologies. This process provides the baseline of requirements and scope for the overarching project effort.

Unicon has extensive experience applying Agile development practices and tools to drive down the myriad of risks that arise in software product development. These practices allow the evolution of the end product, accommodate changes in understanding stakeholder and user needs as the project evolves, continually deliver working software, avoid accumulating defects by testing, and minimize schedule risk by comparing the team velocity against the remaining backlog items identified for the production release. Scope changes are a natural process as the project evolves over time. Unicon will work closely with key JMU stakeholders on budget and timing to ensure these minor changes are supported based on budget

and timeline schedules. Trade Offs and ongoing feature prioritization will be critical. Our history of successful software delivery is founded on these practices.

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.

Jillian Fenton, Executive Director of the Market Development team is assigned as the JMU primary contact. She can be reached via email at jfenton@unicon.net Phone (480)558-2418

Over the past five years, Unicon has employed, on average, approximately 130 employees.

Currently, Unicon has 101 employees, of which 28 are professional and 44 are technical employees. In addition, there are 22 Contracted employees.

The following list outlines the types of consultants that Unicon can staff to JMU's projects as needed:

- Project, Program, and Product Managers
- Business and Systems Analysts
- Agile Coaches
- Software Architects
- Cloud Architects
- Software Engineers
- DevOps Engineers
- User Experience Designers
- Software Engineers in Test
- Performance Test Engineers
- Functional and Content QA
- Content Professionals: Instructional Designers, MediaEngineers
- Specialists
 - Technology Operations Strategist and Staff
 - Identity & Access Management Experts
 - Certified Security Professionals (CISSP, CSSLP)
 - IMS Standards and Certification Experts

Unicon does not maintain nor provide full resumes for its entire consulting staff. Instead, we maintain short bios that encapsulate their level of experience and expertise. While the exact team that would be staffed on University of Wisconsin Madison's projects are unknown and will depend on the timing of the engagement, and some representative examples of projects that our employees have worked on.

[Appendix 1: Unicon Bios](#). Additional employee information (including specific client references), can be provided upon request.

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

The average tenure of Unicon resources is over 10 years. From project initiation to completion, Unicon resources are dedicated to the services and delivery of client projects as their top priority. It is critical that Unicon resources maintain continuity on projects to ensure successful delivery. Unicon has a "do what we say" motto and this is unachievable without dedicated resources that understand the client environment, culture, and technical nuances to ensure success. Should we have turnover on a project, Unicon works to assign an equivalent resource and dedicates two weeks of knowledge sharing (at Unicon expense) to ensure a smooth transition.

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

(a) Implementation

Unicon works with our clients on all facets of implementation. This includes assisting with onboarding, system configuration, production release and ongoing support. Unicon can work with our clients on completing holistic product evaluations to understand product deficiencies and collaborate with JMU to recommend changes and improvements to drive additional customer adoptions and implementation. Unicon can be embedded in client teams to assist with implementation, act on the client's behalf as white labeled professional services work, or staff a project team to manage the implementation effort.

(b) Development

Unicon Application/Software developers deliver all the skills that organizations typically expect from modern software engineering professionals, including effort estimation, system- and component-level technical design, secure and performant

implementation, and production support and triage. Most of our development staff is focused on building applications intended for in-browser delivery, though we do have specialists with mobile development as well as purely “headless” data and systems integration solutions. What sets our development staff apart, though, is a combination of long tenure generally and unique education technology experience specifically. The former allows our developers to communicate at a strategic level that less accomplished developers may find overwhelming. And the latter allows us to simply execute more efficiently than our competitors in the education technology ecosystem. LTI, QTI, OneRoster, LIS, Caliper, xAPI, OIDC, SAML, CAS - our people have seen it all. Our resources can be embedded in client teams and/or work on separate projects led by Unicon.

(c) Project Management

Unicon dedicates an experienced project manager to every service engagement to ensure the successful delivery of the client project. Like Unicon engineers, Unicon project managers possess deep domain expertise and considerable experience executing projects for education clients. From an engagement perspective, the Unicon project manager will be the primary point-of-contact for all project-related communication throughout the duration of the project and will be responsible for providing regular status on the project's progress. Unicon project managers possess one or more of the following certifications:

- Project Management Institute (PMI)
 - Project Management Professional(PMP) Certification
 - Project Management Professional Agile Certified Practitioner
- Scrum Alliance Organization
 - Certified Scrum Master
 - Certified Scrum Professional

Unicon provides the following services for project management support:

1. Strategic Staffing - Unicon will embed a project manager inside your organization to lead and manage a project team or teams depending on the requirements and needs of JMU.
2. Project Team - Unicon can staff a Unicon team or hybrid team to execute on specific client projects. The project team would be led by a project manager to lead and oversee the effort.

(d) Architecture and Design

Unicon Architects play a lead role in our Evaluation project types and as such have broad in-field experience that uniquely positions them to help our customers design modern, durable, and practical solutions. In practice, we typically deploy this expertise in the context of what we refer to as “Evaluation” projects. The delivery process for these engagements includes partnering with institutions to understand their current architecture, discover long-term goals and objectives, and complete a gap analysis to map these insights to a realistic roadmap that

defines specific plans and technical solutions to close those gaps. These activities involve collaboration across departments and organizations within the institution. The resulting plans include proposals for new architecture, structures, supporting tools and services, and other related artifacts as appropriate. In addition security and operational processes are evaluated and opportunities for improvement identified.

Outside of "Evaluation projects, Unicon can provide architecture and design support for JMU project efforts. Our architects can work with your teams in a strategic staffing role to lead JMU internal teams, providing general consulting and best practices advice, and lead external Unicon teams for project delivery.

(e) Capacity Planning

Unicon's Hosting & Managed Services for AWS workloads and infrastructure ranges from Enterprise-level applications across a global footprint, to smaller environments for HigherEd clients. This service adapts to meet variations in traffic, evolving with the changing business needs of clients and stakeholders to ensure cost-optimized operations and highly available services in AWS. Proactive management is applied to **capacity planning**, reliability/availability, and security posture of covered services, with incident support ensuring fast solutions to roadblocks along the way. Our Service Level Agreements cover 24x7 monitoring and instrumentation, incident response, and service desk support.

Our cloud architects assist clients in determining their CPU and memory workloads, and apply best practices and tooling to ensure cost-effectiveness, auto scaling and capacity management. Horizontal and vertical scaling is planned and optimized to run containerized application workloads of all sizes.

(f) Installation and Configuration

Unicon's Identity & Access Management consultants can perform and assist clients with installation and configuration of multiple open source applications, such as Shibboleth, Central Authentication Service, midPoint, Grouper.

(g) Performance and Scalability

Performance evaluations and assessment, along with scalability plans are conducted by Unicon's Cloud consultants.

(h) Conversion

Unicon's Cloud services group is familiar with and has used the AWS Schema Conversion Tool (SCT) for database schema conversions on numerous client engagements. This involves converting a client's existing database schema over to an equivalent schema in a target Amazon Relational Database Service (RDS).

Unicon's Cloud Services provides Cloud migration to AWS. The AWS process of Assess, Mobilize, and Migrate & Modernize is practiced and followed by the Unicon team. This helps clients to accelerate any enterprise migrations at scale to achieve a successful migration outcome.

(i) **Monitoring, Administration and Upgrades**

There are two services provided by Unicon which cover Monitoring, Administration and Upgrades - these are (A) **Unicon's Cloud Hosting & Managed Services** and (B) **Unicon's IdP in the Cloud**.

As part of these Unicon services, we **continuously monitor** all hosted environments to ensure that the deployed application and support infrastructure are functioning properly. Our service level agreements include the following response times:

- **Non-production environments:** (e.g. development, quality assurance)
 - Respond during normal business hours (8a-5p MST, M-F) to non-production environment issues.
- **Production environments:**
 - Respond 24x7x365 to production environment issues.

We also provide external uptime and response time monitoring for production environments.

Unicon's Cloud Managed Services provides **system administration** support for application hosting environments (infrastructure) that have been installed by Unicon. These support tasks cover ongoing maintenance and support on a daily basis, production patch releases and infrastructure **upgrades**.

Unicon's IdP in the Cloud service provides a fully managed, redundant, and highly available Federated Identity and Single Sign-On solution. **System administration** support is included for the Identity Provider installed and hosted by Unicon. Support tasks cover ongoing maintenance and support on a daily basis, and include application and infrastructure administration and **upgrades**.

(j) **Training Development**

Unicon offers customized technical training on the following Open Source applications:

- CAS
- Shibboleth
- Grouper
- Docker
- LTIAdvisory

Unicon also offers services supporting the development of custom training and curriculum, including but not limited to technical skills (certificate programs with high stakes assessments), HigherEd curricula, K12 curricula, and soft skills. We develop training for self-paced, online, in-class, and blended models. These products include content and supplemental resources such as simulations, job aids, technical labs, instructor and student guides.

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.

Unicon offers customized technical training on the following Open Source applications:

- CAS
- Shibboleth
- Grouper
- Docker
- LTIAdvisory

Unicon also offers services supporting the development of custom training and curriculum, including but not limited to technical skills (certificate programs with high stakes assessments), HE curricula, K12 curricula, and soft skills. We develop training for self-paced, online, in-class, and blended models. These products include content and supplemental resources such as simulations, job aids, technical labs, instructor and student guides.

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

- **University of Maryland Global Campus (UMGC)** (HigherEd) - UMGC offers online degrees and certificates for working adults. UMGC continues its global tradition with online and hybrid courses, more than 175 classroom and service locations worldwide, and more than 125 degrees and certificates backed by the reputation of a state university and the University System of Maryland.
 - **Scope:** Deployment, setup and configuration and hosting services for the Federation Gateway and integration with Microsoft Azure. The Federation Gateway service is a fully hosted and managed cloud-based service that allows use of SAML 2.0 Web Browser SSO Profile-based service providers participating in federations, such as InCommon federation and Canadian Access Federation, when using an identity provider that does not support such participation, such as Azure. The Fed Gateway service integrates a single identity provider with a single federation, and passes back attributes from configured IdP to relying parties.
 - **Team:** Project Manager; System Administrator; Cloud Engineer; IAM Engineer
 - **Timeframe:** 1 month setup; 1 year support contract
 - **Goals and Outcomes:** Successfully connected UMGC to the Federation Gateway.

- **University of Wisconsin Shared Services / System Administration (UWSA)** (HigherEd) - offers comprehensive information on undergraduate and graduate degree programs, as well as research opportunities and educational resources across the state.
 - **Scope:** IdP in the Cloud Service including AWS deployment, setup and application hosting services for the Shibboleth Identity Provider application. This is a fully managed, redundant, and highly available Federated Identity Management and Single Sign-on solution. Integrated with InCommon.
 - **Team:** Project Manager; System Administrator; Cloud Engineer; IAM Architect; IAM Engineer
 - **Timeframe:** 1 month setup; 4 year support contract
 - **Goals and Outcomes:** Environment was configured to work with Service Providers used on campus and enable any future additions. Successfully implemented in 2019, and maintained until current day.

- **University of Texas Permian Basin (UTPB)** (HigherEd) - has over 75+ undergraduate and graduate degrees within five academic colleges.
 - **Scope:** IdP in the Cloud Service including AWS deployment, setup and application hosting services for the Shibboleth Identity Provider application. This is a fully managed, redundant, and highly available Federated Identity Management and Single Sign-on solution. Integrated with InCommon.
 - **Team:** Project Manager; System Administrator; Cloud Engineer; IAM Architect; IAM Engineer
 - **Timeframe:** 1 month setup; 1 year support contract
 - **Goals and Outcomes:** UTPB goal was to obtain a turn-key managed SAML 2.0 based authentication service. Service was to be completely installed, managed, and maintained by selected vendor's staff. Service needed to be highly available utilizing redundant systems with the capacity to support authentication capacity for approximately 10,000 users. Unicon successfully provides and maintains this service for UTPB.

- **Virginia Polytechnic Institute & State University (VT) - Grouper Implementation and Consulting** (HigherEd) - VT has nine colleges and a graduate school, with 110+ undergraduate majors and 120+ master's and doctoral degree programs. There are 37,000 students on and off main campus, with a 13:1 student-faculty ratio.
 - **Scope:** In 2020, Unicon collaborated with the Virginia Tech (VT) team to implement three tiers of the Grouper application. This included finishing the existing Dev environment, and building/deploying Pre-Production and Production instances. Working with VT's DBA Team, PostgreSQL databases were established in AWS. Working with VT's Secure Identity Services team, the necessary AWS infrastructure was set up, along with GIT repos, and

deployment pipelines, and initial integrations for subject population through SubjectAPI and initial basis groups through Grouper Loader.

AWS software tools included AWS CloudFormation, ECR, CodePipeline, and ECS Fargate. In addition, AWS Lambda, SQS, SNS, IAM, EFS, and SSM were also critical to the solution.

- **Team:** Project Manager; Cloud/DevOps Consultant; IAM Architect; IAM Engineer

- **Timeframe:** 1 year

- **Goals and Outcomes:** Integrations in all environments were implemented for:

- Source Data, including upstream Integration with Banner with Basis Group Population (Grouper Loader) for various groups (Job Orgs, Org Finance Manager Groups, VT Affiliations, Fund Orgs)

- Enterprise Directory LDAP

- Downstream integrations (ED API)

With Grouper now in production, VT has an Open Source Support subscription with Unicon, and we provide them with Grouper assistance through our zendesk support portal.

- **Indiana University (IU) - Terracotta Application**

Terracotta (Tool for Educational Research with RANdomized CONtrolled TRIAls) is a platform designed to lower barriers to conducting thorough experimental research on teaching and learning. It is an external tool that integrates with Canvas Learning Management System. More information is available here: <https://kb.iu.edu/d/bhkk>

- **Scope:** In 2021, Unicon was selected by IU to assist in developing a Proof Of Concept (POC) application, which included front-end (Vue.js), back-end (Java), database (MySQL/Maria DB), repository (GitHub), and cloud services (AWS). Unicon worked collaboratively with IU to map out a Minimum Viable Product and provided custom application development services as the POC was initiated and developed.

In 2022, Unicon continued with custom application development services to develop additional attributes for the Terracotta application. This included QA testing and vetting, Front-end, and back-end enhancements, project documentation and release support.

- **Team:** Project Manager; Technical Lead; Front-end Dev; Back-end Dev; QA
- **Timeframe:** 3-month POC; 4-year App Support and Enhancement contract
- **Goals and Outcomes:** Once the POC was successfully developed, Unicon provided support services that included development activities, and support for questions that need to be answered post-POC.

The project made use of the AWS SDK, and utilized AWS EC2, AWS RDS, AWS ELB, and Route53.

For the next 4 years, Unicon is contracted to continue enhancing and maintaining the Terracotta application at Indiana University. This includes routine maintenance of the application, making improvements to the Terracotta interface, building out a web portal, building a results dashboard, and supporting any Canvas integrations.

- **Education Analytics/Texas Education Exchange**

Unicon works across the spectrum in the education industry. This includes Tier 1 academic research institutions, community colleges, K-12 schools, government offices, publishers, and Ed-tech companies. The examples below outline some of the relevant work we have done in the data and analytics space across a variety of different organizations.

- **Scope:** Unicon has contracted through Education Analytics in support of the Texas Education Exchange initiative, (<https://txedexchange.net/about-the-exchange>). At its core, the Texas Education Exchange initiative is targeted at designing a new data solution for the state of Texas that will facilitate data interoperability for Texas public school districts with the goal of providing better and more real-time information to teachers and administrators in support of student achievement. Unicon completed a LEARN evaluation to define the first wave of development needed to begin this effort. The LEARN evaluation resulted in a detailed roadmap and recommendations to navigate implementation success. Unicon has transitioned from evaluation to overseeing the implementation of the project with multiple stakeholders and across many vendors developing individual components of the project. The goal of the project is to ingest data from multiple disparate sources throughout the state while integrating the data and providing cohesive pipelines for raw ingestion, transformation, and storage. In addition, access will be provided to the analytics data through various tools, applications, and reports targeted for various audiences that span the range of school administrators to parents. Furthermore, the application provides extensive training to each type of user and is hosted by a community application for user interaction. The project includes extensive collaboration and integration across complex components. Subsequent evaluations and implementations are slated to be completed as the project progresses. The MVP date for Wave 1 Development is scheduled for August 2023 with quarterly enhancements that constitute Wave 2 scheduled until August 2024.

Unicon will provide overarching lead roles to include project and program management as well as technical data solution architect in support of the entire effort.

Key Deliverables:

1. LEARN Evaluation
 2. Overarching support roles to include program management, project management, lead architect for the Texas Education Exchange solution
- **Team:** Program Manager, 2 Project Managers; Data Architect
 - **Timeframe:** February 2023 to present. Currently an 18 month contract
 - **Goals and Outcomes:** The goal of the project is to ingest data from multiple disparate sources throughout the state while integrating the data and providing cohesive pipelines for raw ingestion, transformation, and storage.

In addition, access will be provided to the analytics data through various tools, applications, and reports targeted for various audiences that span the range of school administrators to parents.

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

Unicon provides knowledge transfer to clients in various ways: Recorded Zoom sessions, Client Q&A sessions, Documentation.

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Unicon provides knowledge transfer to clients in various ways: Recorded Zoom sessions, Client Q&A sessions, Documentation.

9. Describe your approach to project management.

Project Management Factors of Success

Unicon has a three-pronged approach to ensuring project success. First, gather a solid understanding of our client's needs, foundational goals, and success criteria. Then staff the project with resources with the skills and experience to deliver on those objectives. Lastly, support the team with engaged project management and proven practices and methodologies.

Unicon has extensive experience applying Agile development practices and tools to drive down the myriad of risks that arise in software product development. These practices allow the evolution of the end product, accommodate changes in understanding stakeholder and user needs as the project evolves, continually deliver working software, avoid accumulating defects by testing, and minimize schedule risk by comparing the team velocity against the remaining backlog items identified for the production release. Our history of successful software delivery is founded on these practices and ensures a high likelihood of success for these UW projects.

Agile Methodology and Project Management

At Unicon, we strongly advocate for the use of agile methodologies as our software development practice in concert with automated CI/CD pipelines to move software through the development, staging, and production environments in a repeatable and maintainable manner. We can also work closely with UW to provide coaching and adoption of agile practices within other facets of your organization if needed. We are also familiar with most other development methodologies if required by UW.

The following demonstrates a brief overview of the key team processes/tasks executed for a typical agile Unicon project leveraging the Scrum framework:

- Maintaining a backlog of features, issues, and bugs in an issue tracking system such as JIRA.
- Refining and prioritizing the project backlog with client Product Owners to ensure the most critical needs are addressed first.
- Defining a timeline for implementing a set of new features or bug fixes. This is known as a "Sprint" and typically takes two weeks.
- As developers commit features to source control, the development environment is automatically updated with the new changes, and automated unit and integration tests are performed to identify potential issues. At this time, functional testing can also be performed by testing staff in the development environment or a separate QA environment.
- Holding daily Scrums with the team to assess progress and identify blocking issues for the team.
- When the sprint development cycle is complete, the Scrum Team conducts a demonstration of what was completed for key stakeholders. Any new features or issues that surfaced during demo, development, or acceptance testing are added to the backlog and prioritized for inclusion in future sprints.
- At the end of each sprint, a sprint review (retrospective) is performed to track development metrics, discuss issues encountered, and identify process improvements.
- If applicable, features will be vetted in the staging environment by the stakeholders and will be deployed to the production environment.
- Once all scrum ceremonies are completed for a sprint, all procedures are repeated again in the next sprint (planning, execution, demo, retrospective, refinement)

To facilitate our agile development processes, we assign a Scrum Master (typically the Unicon project manager) to ensure procedures are being followed and staff are held accountable for completing tasks related to the development sprint, and that any blocking issues are identified and resolved in a timely manner. All of Unicon's project managers are Certified Scrum Masters.

Our project managers (PMs) play an integral part in project success. In addition to the Scrum Master role our PMs are responsible for controlling the project by monitoring and managing the project scope, schedule, cost, and quality. The PM ensures that all the work is being performed accurately and on time and in accordance with client Statements of Work. The PM also sets and clearly communicates project expectations to team members and stakeholders. The PM will conduct regular status meetings with key UW stakeholders, track issues and risks, and will assign action items to the team members as required.

Project Plan and Reporting Examples

Project Plan

Unicon recommends following an Agile Strategy but we are flexible based on the needs of each client and what works best for the project. Our Project Managers can run projects using both Agile, Waterfall or a combination of the two. Most frequently we'll execute projects using Agile and often will start with a key milestone plan like the one below. The core of the project details of the plan are managed as user stories and tasks in JIRA, prioritized into Sprints.

Status and Risk Management Reporting Example

Unicon would expect to meet periodically with the UW and key stakeholders to review the project schedule, milestones, budget, issues, and risks. Unicon will document, monitor, report, and partner with the client when necessary to mitigate engagement risks and resolve project issues. In these meetings, project risks and issues will be reviewed and assigned for resolution by the management team. The following is an example status report template used to document the current state of our projects.

Reporting Period	6/1/23 to 6/30/23
Client	Client Name
Project Name	Project XYZ
Project Dates	4/1/23 to 12/15/23
SOW No.	SOW 9
Contract Type	T&M

#	Accomplishments in Reporting Period
1	Completed abc
2	Started xyz
3	Partially completed def
4	
5	

#	Planned for Next Period
1	Completed abc
2	Started xyz
3	Partially completed def
4	
5	

#	Issues / Risks + Mitigation
1	None
2	
3	

Financials	\$	Hours	Rate, \$/hr
Budget	\$100,000.00	500.00	\$200.00
Minimum Contract Value	\$90,000.00	450.00	\$200.00
Actuals to Date (6/30/23)	\$22,600.00	113.00	
Remaining Budget	\$77,400.00	387.00	

Month	Invoice Amount, \$	Hours
Apr'23	\$5,000.00	25.00
May'23	\$17,600.00	88.00
Jun'23		
Jul'23		
Aug'23		
Sep'23		
Oct'23		
Nov'23		
Dec'23		
Total	\$22,600.00	113.00

Technical Team Best Practices

While each project is unique, Unicon employs the following best practices whenever practical to enhance the overall quality of the technical solutions and the productivity and stability of the development team's efforts.

Test Driven Development

All development should be done with a focus on testing and test cases developed prior to the code that it tests to ensure proper functionality. Unit, iteration, system, performance, and acceptance testing will be driven by requirements and design deliverables. Where applicable, the output of each test stage will be an executed

test model that includes test conditions and expected results, test scripts, and actual results that can be provided for client review.

Testing activities for the application and architecture segments will include the following test approach development, planning, preparation, test environment set up, test execution.

Multiple forms of testing will be evaluated and executed as applicable. These can include unit testing, iteration and system testing, performance testing, and user acceptance testing.

Continuous Integration

Instead of splitting up to work on modules separately, all developers always have each others latest code. This ensures that the fully integrated system is always functional. Version control systems like CVS and Subversion promote continuous integration. The objective is to only maintain one code line, so there are no big integrations (patches to released versions are a reasonable exception).

Merciless Refactoring

Whenever methods or objects are found to contain similar or identical functionality they are refactored into a single implementation. This is done repeatedly as the system evolves and keeps the design fresh and accurate. This makes things simpler, easier to understand, easier to extend, and more reliable.

Collective Code Ownership

The code for the project is owned by the entire project team. No one developer "owns" any of the code. While building new functionality, developers may modify any code in the system. Developers are responsible for maintaining all unit tests and writing new ones for new functionality. All the normal integrity preservation duties apply to changes to any code.

Coding Conventions

Use a complete set of well-defined coding standards so that all code is easily read and maintained by all developers. These include conventions for:

- Class / Method / Attribute naming
- Indentation
- White Space
- Block delimiter placement
- Comments

Code Reviews

Upon completion of a feature/bug, the code changes are reviewed by some subset of the development team. Code is reviewed in real-time on a Owner, Status, Priority, Target Completion Date, and Resolution Description are captured for each issue. Unicon also uses JIRA to track enhancements and requests for new system functionality. Issues and Enhancements are reviewed periodically and prioritized in project refinement (formerly called grooming) meetings.

Source Code Management

Source Code Management is used to manage source code changes associated with software development projects. Changes to source code are stored as revisions that can be compared, merged, and restored. Unicon employs a tool called Git for this purpose. Git is a widely adopted version control solution used to maintain current and historical versions of source code along with other objects such as web pages and documents.

Wiki

A wiki is a collection of web pages to enable individuals to collaborate by creating and updating content using a simplified markup language. Unicon will collaborate with UW on the identification of the proper content repository for the project artifacts to ensure all UW documentation is readily accessible to the appropriate UW staff.

Mentoring and Advising

Unicon has extensive experience mentoring and advising organizations on project management best practices. Unicon has worked closely with management of all levels, from junior Project Managers to Chief Technology Officers, to help organizations successfully adopt, or improve upon existing, agile project management practices. Unicon can provide organizational level or personal one-on-one Agile coaching and support. But we also recognize that project management practices can vary across organizations, and we are happy to work with clients to identify and customize practices that work well for their specific organization, if Agile is not the right fit. Unicon provides consulting services to assist with not only collaboration during our projects but recommendations and mentoring where needed. Our initial goal is to identify the true pain points our clients are experiencing, ask the key questions to understand the full story. But, with that said, we don't want to resolve all issues and leave the team without a sufficient knowledge base. This mentoring includes knowledge transfer on the applications in use but more than that it's about the key roles and responsibilities required to ensure a successful team.

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

A LEARN evaluation will be completed prior to the engagement of any other data-related work at JMU.

The **Listen** phase of the LEARN Methodology will allow Unicon to gain a clear understanding of where the data infrastructure and workflow are today. Interview sessions with project stakeholders and subject matter experts will result in the following:

1. Current state architectural diagram with associated infrastructure

2. Current business processes and workflow documentation

During the **Envision** phase, Unicon will focus on interviewing the JMU stakeholders to understand both the short-term and long-term goals as well as existing pain points with the current solution. If appropriate, Unicon will also spend time with customers of this data in order to ensure we have heard from all relevant parties and understand their perspectives. The deliverables from the envision phase include the following:

1. Overarching goals and objectives. This will be mapped to both short and long-term goals
2. Outline of current challenges/pain points

The **Analysis** phase will begin the work to analyze and synthesize the data collected from the previous two phases and outline a list of recommendations for JMU to consider. In this phase, we will look at the information collected in understanding the current state, review the future state vision from JMU, and identify the gaps. Once the gaps are understood, the team can work to outline the new architecture, processes, people, and workflows to assist in realizing this vision.

In the **Recommendations** phase, we outline an implementation blueprint for JMU to follow and develop a prioritized set of recommendations. These are mapped to short-term and long-term goals in the summary analysis of the **Navigation** phase. The deliverables included in providing an overarching blueprint are the following:

1. Mapping of JMU challenges to identified solutions
2. Future architecture and infrastructure designs and diagrams
3. List of recommendations and pros/cons of each as needed
4. Outline of discrete projects based on recommendations to include overarching project charter, description, and outcomes
5. Project mapping to JMU short-term and long-term goals

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

Unicon employs over 110 people with a variety of technical and domain expertise to be able to staff project for JMU. In the occasion that we will need to include a subcontractor to execute a project the functionality will be determined by the individual project requirements.

Appendix 1: Unicon Bios

Michael Grady

Michael Grady is an IAM (Identity and Access Management) Architect at Unicon, Inc., part of Unicon's Identity team. Mr. Grady has 10 years of experience as a member of Unicon's Identity team, working with clients to assess and analyze their IAM needs, identify IAM architectures and open source packages that address those needs, and then helping with deployment, training and support. Overall, Mr. Grady has over 47 years of IT experience, in a very wide range of roles.

While at Unicon, Mr. Grady has been involved "hands on" with hundreds of Single Sign-On (SSO) deployments, primarily using Shibboleth. Most of those deployments have been at a wide range of higher education institutions, but he has also worked with a number of companies. Mr. Grady has led IAM evaluations at multiple higher education institutions, and has taught on-site training classes on the Shibboleth software. Mr. Grady has architected several complex IAM environments for a commercial client that provides gateways between streaming TV services and college campus Single Sign-On environments. He has also served as architect for the Shibboleth IdP User Interface (UI) project. Mr. Grady plays an active support role in Unicon's Open Source Support (OSS) program, handling tickets on a variety of IAM packages that Unicon supports, is the technical lead for Unicon's Sustaining Engineering efforts for the Shibboleth software, and works with Sales to help understand client requirements and develop proposals that satisfy such.

Mr. Grady has spoken at a number of conferences, primarily meetings coordinated by Internet2 and InCommon, but also at Educause. His presentations have been primarily focused on password and multi-factor authentication, federated identity management, and on the developing Shibboleth IdP UI. He is actively involved in the Internet2/InCommon/REFEDS communities, participating on a number of the mailing lists, is a past member of the InCommon Technical Advisory Committee and the Internet2 Community Architecture Committee for Trust and Identity (CACTI), and a current member of the [InCommon Community Trust and Assurance Board](#) (CTAB). Mr. Grady continues to participate in CACTI as a subject matter expert. Mr. Grady was also a contributor to the [SAML V2.0 Implementation Profile for Federation Interoperability](#).

Prior to joining Unicon, Mr. Grady worked for the University of Illinois for 36 years in a wide-ranging set of IT roles, and before that, for the Mitre Corporation part-time (software development) while in college. His involvement with Internet2 started at the beginning of the 2000's. Mr. Grady's primary focus the last several years at the University of Illinois at Urbana-Champaign was on federated identity management and research cyberinfrastructure, serving as the Executive Program

Officer for Cyberinfrastructure (CI) in the Office of the Chief Information Officer (CIO).

Mr. Grady holds a Bachelor of Science from the University of Illinois at Urbana-Champaign, where he graduated Cum Laude with Highest Distinction in Mathematics and Computer Science.

Dave Mendez

Dave Mendez is the Director of Cloud Services and Principal Architect at Unicon.. With over 20 years of experience, Dave has been involved in all aspects of IT ranging from cloud solutions and implementations, network administration, programming, system administration, and IT management. Dave currently specializes in Amazon Web Services, designing and implementing large scale cloud solutions and migrations, and providing strategic guidance for an organization's cloud journey. Dave is one of only 20 individuals in the world who are recognized as a Lead Subject Matter Expert (CLSME) in AWS technologies by AWS, contributing to the development of multiple AWS certification exams. Dave holds six AWS Certifications, including both Professional level certifications of a Solutions Architect and DevOps Engineer, along with an AWS Security Specialist certification, and all Associate level certifications in the AWS SysOps and AWS Developer tracks.

Within Unicon's Cloud Services Group, Dave leads a team of cloud architects who provide managed services and consulting/implementation with AWS. Dave has a passion for developing lean, effective AWS architectures that decrease costs and increase the resiliency of applications. He has extensive experience in transforming legacy applications and moving them into AWS, and then evolving those applications to "cloud applications" where they maximize the advantages of cost savings and elasticity of AWS. Dave also works in developing DevOps solutions and implementing these into a client's workforce to gain consistency and agility in their application deployments. He designs and implements enterprise AWS multi-account strategies focusing on centralized management and security. He enjoys exploring new AWS services and developing ways to leverage these in current environments to gain efficiency in automation and/or manage costs. Dave is also a senior level systems administrator, with experience in large scale Linux operating system migrations, and application migrations into new platforms.

Prior to working at Unicon, Dave worked in Higher Education as Director of IT at John Wood Community College and the Assistant Director of IT at Quincy University. He was responsible for developing long-term IT strategies for the institution's IT processes and policies, and budget management. In addition to management duties, Dave also served the role as the lead Network and System Administrator at both institutions. While at QU, Dave was a lead programmer in the development of a custom Web-based SIS that fully replaced the University's proprietary SIS. This experience gave Dave valuable technical insight into all aspects of a University's business processes and educational requirements. It allowed him to gain a valuable understanding of the different views of how technology is viewed between the academic areas of an institution and the

administrators of an institution. Working with limited budgets and a small team in Higher Education is a driving factor in Dave's work today in AWS, focused on providing the most cost-effective, efficient, and consistent solution that meets the needs of a client.

Dave currently has a Masters in Business Administration and Bachelor of Science in Computer Science.

Gary Gilbert

Gary Gilbert is a Software Architect at Unicon, Inc., the leading provider of education technology consulting and digital services. Mr. Gilbert has 20+ years of professional software design and development experience with an emphasis on standards-based systems integration, data, and cloud development. Mr. Gilbert is also an Amazon AWS Solutions Architect Associate.

Mr. Gilbert's client experience while at Unicon has focused on providing strategic consulting to educational institutions, major publishers, and ed-tech companies related to data and integration initiatives. Mr. Gilbert collaborates with clients to design integration and data infrastructure, applications, and governance processes at a variety of scales. Mr. Gilbert's portfolio of data and integration projects includes a national-scale learning analytics infrastructure that included standards-based (xAPI) data warehousing, predictive model execution, customer-facing dashboards, and several 1edtech LTI-centric integration platforms for major US publishers. Recently Mr. Gilbert has helped clients, including a major US publisher and a multi-organization consortium, move toward more modern data mesh architectures. Mr. Gilbert has deep knowledge of learning technology standards and provides subject matter expertise to clients related to implementations that use learning standards to solve use cases including single sign-on, rostering, and outcomes exchange. Mr. Gilbert has completed strategic consulting engagements focused on integration and data standards including 1edtech LTI, OneRoster, CASE, CLR, and more for a wide variety of clients. In addition, Mr. Gilbert is well-versed in the Ed-Fi standards, having worked directly with Ed-Fi as well as consulted on several Ed-Fi efforts.

Over the past twenty years with Unicon, Mr. Gilbert has developed a strong understanding of the challenges facing publishers, ed tech companies, and academic institutions today and the solutions that can help address them. Mr. Gilbert's breadth of knowledge across a wide variety of learning technology standards allows him to provide holistic solutions that align with the unique needs of his clients.

Robert Nield

Robert Nield is a Data Architect who joined Unicon, Inc., the leading provider of education technology consulting and digital services, in late 2009. He has over 20 years of experience with professional software design and systems management.

While at Unicon, Robert has worked on many projects for a Fortune 100 company, including developing and leading their assessment systems, architecting and

developing customer-facing mapping and searching applications, architecting and developing customer-facing job aggregation engine, and architecting and developing systems to consume, modify, model, predict data using predictive analytics driving business decisions and goals. Robert has also worked on projects to develop university communication portals and created data science-related education content.

Robert is active in several data science and Python-related communities in the Phoenix area.

Before Robert's experience at Unicon, he was a developer for a Fortune 100 real estate company and a Fortune 100 financial firm. He has a Bachelor of Science in Computer Information Systems from Arizona State University. Robert's technical education has continued since obtaining his degree. He holds the following certifications:

Snowflake SnoPro Core Certification
Datacamp Data Scientist Certification
Datacamp Data Analyst Certification
Sair Linux Certified Administrator
Cisco Certified Network Associate
Various R and Python data analysis certifications
AIX Certified Systems Administrator
Microsoft Certified Network Associate
Various Comptia Certifications
Robert's technical skills include the following

Languages and Frameworks

C#, .Net
Java
PHP (Including development for CMSs such as Drupal)
Javascript/jQuery
R
Python
Perl/Korn/Bourn Scripting
Node.js
Data Science Cloud Tools

AWS QuickSight
AWS Sagemaker
Microsoft Machine Learning Studio
Data Management and Visualization.

Databases: MYSQL, Postgres, SQL Server, Oracle, MongoDB, Red Shift
BI/ETL Tools: Tableau, Power BI, Informatica, Pentaho
Expert level data analysis using R and Python.

Tasha Dannenbring

Tasha Almond-Dannenbring is a Strategic Project Manager at Unicon who has worked in the field of data and analytics for Higher Education institutions since 2010. Tasha works with clients in their analytics initiatives to bring meaningful results by assisting with data preparation, visualization, and driving data literacy throughout the organization. As a Strategic Project Manager, Tasha understands institutional data structures and how to effectively manage, interpret, and utilize that data to inform decisions. Tasha graduated from the University of South Dakota with a PhD in Educational Psychology and Northern Illinois University with an MS in Educational Psychology. She is also a member of the Graduate Faculty at the University of South Dakota, where she serves as a methodologist on dissertation committees.

Prior to joining Unicon in 2022, Tasha was a Sr. Data Analyst at HelioCampus where she worked with multiple client partners to understand their analytical needs, evaluate key performance metrics, and analyze trends. Prior to HelioCampus, Tasha was the System Director of Assessment and Institutional Research for the South Dakota Board of Regents where she developed, maintained, and used performance measures to support strategic institutional investments, budgeting, assessment, program review, and enrollment management. Tasha also has experience in the for-profit sector as a System Director of Institutional Effectiveness, Research, and Evaluation where she oversaw system-level data for 36 campuses, and worked closely with senior leadership on forecasting initiatives, SEC reporting, assessment, and accreditation.

Tasha contributes to the higher education industry through conference presentations on data policy, institutional research, and analytics. She is on the Steering Committee for the EDUCAUSE Student Success Analytics community group and co-authored the Student Success Analytics framework.

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 30 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 #
University of Wisconsin Madison	9 years	Madison, Wisconsin, 53706, USA	
Virginia Polytechnic Institute & State University (VT)	3 years	240 McComas Hall, Blacksburg, VA 24061	
Scholastic, Inc.	8 years	557 Broadway, New York, NY, 10012-3999	
Indiana University	6 years	790 E Kirkwood Ave, Bloomington, IN 47405	
Internet 2	9 years	1150 18th St NW, Ste 750, Washington DC 20039	

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

Unicon, Inc. 1447 W. Elliot Road, Suite 101 Gilbert, AZ 85233

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Unicon, Inc. Preparer Name: Jillian Fenton

Date: 07/30/23

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

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

Date Form Completed: 7/20/23

Offeror / Proposer:

1447 W. Elliot Road, Suite 101 Gilbert AZ 85233

Address

Jillian Fenton (480)558-2418

Contact Person/No.

[illegible]

(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

Unicon has contracted with the following VASCUPP Institutions over the past year. George Mason University (\$100k), University of Virginia (\$20k), Virginia Tech (\$172k), University of Mary Washington (\$17.6k).

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

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

	Onsite	Offsite		Onsite	Offsite
Oracle Core Technologies					
Project Manager or _____	_____/hr.	_____/hr.	Change Management Training, Svcs, & Cert.	175____/hr.	200____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.		200____/hr.	225____/hr.
Engineer or _____	_____/hr.	_____/hr.		175____/hr.	200____/hr.
Oracle/PeopleSoft Enterprise Solutions					
Project Manager or _____	_____/hr.	_____/hr.	Security and Federation Services	225____/hr.	200____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.		250____/hr.	225____/hr.
Engineer or _____	_____/hr.	_____/hr.		225____/hr.	200____/hr.
Desktop and Mobile Device Management					
Project Manager or _____	_____/hr.	_____/hr.	Cisco Technologies, Infrastructure Support, and Virtualization	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Microsoft Azure and M365					
Project Manager or _____	_____/hr.	_____/hr.	Audio Visual Technologies	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Okta					
Project Manager or _____	_____/hr.	_____/hr.	Secure Research Enclaves	_____/hr.	_____/hr.
Senior Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Engineer or _____	_____/hr.	_____/hr.		_____/hr.	_____/hr.
Data Analytics/Visualization/Warehouse/Lake					
Project Manager or _____	150____/hr.	175____/hr.	Other Technology	175____/hr.	200____/hr.
Senior Engineer or _____	200____/hr.	225____/hr.		200____/hr.	225____/hr.

Engineer or _____

175____/hr.

200____/hr.

Engineer or _____

175____/hr.

200____/hr.



Request for Proposal

RFP# FDC-1175

Information Technology Consulting Services

June 15, 2023



Name	Organization	E-mail Address
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REQUEST FOR PROPOSAL

RFP# FDC-1175

Issue Date: June 15, 2023

Title: Information Technology Consulting Services

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

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on August 3, 2023 for Furnishing the Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 by July 20, 2023 by 5:00 PM EST.

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY:*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # FDC-1175

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I. PURPOSE

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

II. BACKGROUND

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

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

James Madison University is currently utilizing the following technologies:

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

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

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

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

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

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

- k. Secure Research Enclaves
 - l. Other Technology
- 2. Describe approach and methodology that will be used to provide IT consulting services to James Madison University. Include how your firm would manage the scope of projects.
- 3. Provide the names, qualifications, and experience of personnel to be assigned to James Madison University. Designate who would be assigned as the primary contact for the account.
- 4. Describe the ability to provide continuity of consultants throughout the duration of a project.
- 5. Describe IT consulting services available from your firm. Examples of services may include, but are not limited to, the following:
 - a. Implementation
 - b. Development
 - c. Project Management
 - d. Architecture and Design
 - e. Capacity Planning
 - f. Installation and Configuration
 - g. Performance and Scalability
 - h. Conversion
 - i. Monitoring, Administration and Upgrades
 - j. Training Development
 - k. Operations Metrics
- 6. Describe training options and specify associated costs in *Section X. Pricing Schedule*. Include a catalog of training offerings and differentiation between technical staff and end-user training.
- 7. Provide examples of recent projects at higher education institutions comparable to James Madison University. Describe the project, time frame, end result, etc.
- 8. Describe the ability to provide for a thorough transfer of knowledge to JMU IT on any given project.
- 9. Describe your approach to project management.
- 10. Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.
- 11. Describe the functions that may be provided by a subcontractor of your firm. Specify the expertise and credentials required from the subcontractor.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by any addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

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

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief,

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

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

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

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

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

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to students, faculty, and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

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

X. PRICING SCHEDULE

The Offeror shall provide onsite and offsite hourly rates broken down by position type for the proposed services. Onsite hourly rates shall include all billables (e.g. travel, lodging, meals, etc.). See Attachment D.

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Pricing Schedule

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Attachment D – Pricing Schedule

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

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

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



July 25, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

1. Question – On the 3rd page of the solicitation it states the period of performance is from date of award through one year (renewable). How many renewals periods does JMU expect in terms of being renewable?
Answer – Section VII. Special Terms and Conditions, Item F states that JMU has the option to extend the original contract for four (4) successive one-year periods.
2. Question – How many FTEs are estimated to be needed onsite versus remote?
Answer – This would depend on the nature of the engagement.
3. Question – In order to be awarded this project, does at least one (1) team member need to be SWaM certified? Do sub-contractors need to be small business and SWaM certified?
Answer – SWaM certification is not a requirement for award; however, JMU tries to work with SWaM vendors whenever possible. Evaluation points will be given to vendors that are a SWaM vendor or that use SWaM sub-contractors. Additionally, all vendors should complete the SWaM Utilization Plan in the RFP document.
4. Question - Is there a page limit to RFP response?
Answer – No; however, proposals should be prepared simply and economically (see section V.A.3.b.).
5. Question – What industry partner currently performs this work? What is the incumbent contract number and total dollar value if there is one? Please confirm if we can get the previous proposals or pricing of the incumbent(s).
Answer – The University currently has contracts in place with the following vendors - Unicon, Inc., Sierra-Cedar, Inc., Securance Consulting, HyperGen, Inc, Plante & Moran, PLLC, Cherry Bekaert Advisory

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Office of
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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. Current contracts with the firms listed above can be found at <http://cipag.jmu.edu/cipag/>.

6. Question - Is remote only pricing an option? Will proposals be considered if only remote pricing is provided?
Answer – All proposals will be considered, including remote only pricing.
7. Question – Can vendors only provide pricing for select areas as opposed to all areas?
Answer – Offerors may provide pricing for one or more of the technologies/categories listed in the RFP (see Section IV.1.). Offerors should identify their firm’s technology specializations in their proposal.
8. Question – Is hosting included as part of the services required?
Answer – The scope may include hosting services, depending on the specific project.
9. Question – Is operations and maintenance – patching, vulnerability scanning, remediation, etc. included as a part of the services requested?
Answer – The scope may include operations and maintenance services, depending on the specific project.
10. Question – Given that Oracle’s Identity Management is currently used at JMU, how does JMU anticipate using Okta?
Answer – The University has selected Okta as its future Identity Management solution.
11. Question – What is meant by Secure Research Enclaves?
Answer - Using Microsoft’s definition, the Secure Enclave for Research (also known as the Secure Research Enclave) is a reference architecture for a remotely-accessible environment for researchers to use in a secure manner while working on restricted data sets.
12. Question – Does the scope of the contract include the design and implementation of any hybrid cloud infrastructure?
Answer – The scope may include the design and implementation of cloud/hybrid cloud infrastructure, depending on the specific project.
13. Question – What criteria does the University use to accept or reject proposed or assigned consultants, and how does this impact the contractor’s role and responsibilities throughout the duration of the contract?
Answer – Consultants assigned to the University may be rejected based on a variety of reasons including, but not limited to, lack in professionalism, responsiveness, timeliness, knowledge and experience, etc.
14. Question – Is the work expected to be SOW based or hourly based?
Answer – That will depend on the nature of the engagement; however, it is reasonable to expect that either could apply.
15. Question – It is mentioned that sealed proposals will be received. Is there any that a vendor can submit a proposal online?
Answer – No. JMU is not set up to receive electronic responses through eVA or emailed proposal responses.

16. Question – What is the annual spend at JMU for IT consulting services?
Answer – Previous spend can be found at www.eva.virginia.gov.
17. Question – Assuming an offeror currently holds a contract with a VASCUPP higher education institution, such as the University of Virginia or George Mason University, how does that impact our status on this RFP?
Answer – The last paragraph of the *Section II. Background* section states: “James Madison University reserves the right, when not in the best interest of the university, to decline award to any firm already on an existing VASCUPP cooperative contract in order to avoid duplication of contracts.”
18. Question – Will you prefer vendors with a branch office presence in Harrisonburg? We are only present in Northern Virginia.
Answer – A branch office in Harrisonburg, VA is not required.
19. Question - Are there specific technologies within the listed categories (such as Oracle Core Technologies, Microsoft Azure, etc.) that require specialized expertise or are of higher priority in the context of JMU’s Reengineering Madison?
Answer – See RFP *Section II. Background*.
20. Question - Can you provide more information about the typical scope and size of projects at James Madison University? Are there any specific project management methodologies or frameworks that the university prefers? Do you have any major projects in progress?
Answer – The University’s major technology projects can be found at <https://www.jmu.edu/computing/projects-and-initiatives.shtml>.
21. Question - What is the expected duration of the projects? Will the assignments be short-term or long-term?
Answer – The expected duration will depend on the specific project and may be short-term or long-term.
22. Question - Are there any specific certifications or qualifications required for the assigned personnel?
Answer – Required certifications or qualifications will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP *Section IV.3*).
23. Question - Can you provide more details on the expected level of involvement and responsibilities of the primary contact for the account?
Answer – Expected level of involvement and responsibilities will vary based on the project.
24. Question - Can you provide more information about the evaluation criteria for assessing the similarity of projects at higher education institutions?
Answer – Offerors should provide examples of recent projects at higher education institutions comparable to James Madison University. See RFP *Section II. Background* for more information about the University.
25. Question - Are there any specific reporting or documentation requirements for IT consulting services?
Answer – Reporting and documentation requirements will vary depending on the project.
26. Question – Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time. When will this be posted?
Answer – The points will be posted the day before the RFP closes.

27. Question - Does the scope include advising and strategic planning support for the technologies listed?
Answer – The scope may include advising and strategic planning support, depending on the specific project.
28. Question - What will be the engagement model for Vendors that are awarded this contract? Will JMU issue statements of work for the selected vendors to compete? Will the statements of work be for hourly staff augmentation or will it also include fixed price strategic engagements? Can you provide additional information on the anticipated level of collaboration and coordination between the successful bidder and JMU IT staff?
Answer – As information technology consulting needs arise, the University will contact a firm(s) on contract to discuss the project for which the University requires assistance. A statement of work will be requested from the vendor based on contract terms and pricing, and additional discussions will occur.
29. Question - What will be the maximum number of awardees under this contract? Please confirm the anticipated number of awards.
Answer – The University does not have an anticipated or maximum number of awards for this RFP.
30. Question – For this RFP, are resources expected to be on-site or remote in Harrisonburg, VA? Given the skill sets, we're assuming it's fully remote, but wanted to verify
Answer – Remote is usually acceptable; however, it would depend on the nature of the engagement.
31. Question - How many users are on Office 365? What license do they have? Provide a license count.
Answer – Approximately 30,000 accounts. The majority have A5 licenses with a few having A3 licenses.
32. Question - Are the licenses being purchased directly with Microsoft or through a Microsoft Partner?
Answer – SHI.
33. Question - Do you currently use Microsoft Teams and/or Microsoft SharePoint?
Answer – Yes.
34. Question - Is there a software in place currently to manage endpoints remotely? If so, what product(s) are being used?
Answer - JAMF Pro, Microsoft Intune, and Microsoft Endpoint Configuration Manager are used.
35. Question - How often are the devices and endpoints being updated? Monthly/quarterly/etc. basis?
Answer – Endpoint patches are deployed typically the same month they become available.
36. Question - Do you have employees working remotely that use a company device?
Answer – Yes.
37. Question - Do you offer Bring Your Own Device (BYOD) to employees?
Answer – No.
38. Question - Is there a Mobile Device Management (MDM) solution deployed?
Answer – Yes, for JMU owned devices.

39. Question - How many desktops/laptops/mobile devices are you supporting?
Answer – JMU IT actively manages roughly 4,500 Windows devices, 2,500 Mac devices, and 1,000 mobile devices.
40. Question - Which version of Windows are the desktops/laptops running on?
Answer – Primarily Windows 10 22H2.
41. Question - Are user devices being backed up? If so, how often, and do you have retention policies in place?
Answer – User devices are not centrally backed up.
42. Question – Are the servers on-site or on the cloud? Hybrid?
Answer - Servers are onsite.
43. If you have a cloud environment, is it Azure/AWS/other?
Answer – The University has applications in both Azure and AWS.
44. Question - How many servers do you have? What operating system are they on? Do you have any Windows Server 2012/2012R2? Any Linux Servers? Microsoft is sunsetting Windows 2012 servers in October. Is there a plan to upgrade/replace your current 2012 servers? Please provide details.
Answer – The University has approximately 500 servers. Windows and Linux.
- **2012R2 (26 servers - all slated to decom by October, with the potential exception of 3 belonging to Card Services, which they handle on their own and are in discussions with IT-Sec about)**
 - **2016 (89 servers)**
 - **2019 (93 servers)**
 - **2022 (7 servers)**
 - **Linux (210 Servers) primarily running RHEL 7 & 8**
 - **16 - VMware Host servers, and 3 management servers, running VMWare version 7. (13 normal hosts, 3 VDI hosts, 2 VCenter servers and the VRealize server)**
 - **54 - additional servers are being tracked, but are either security servers (OS not maintained by us), Other Linux (CentOS) or OVAs (Virtual appliances)**
45. Question - Is there a Disaster Recovery plan in place? What is the infrastructure at the fail over location?
Answer - Yes. Disaster Recovery plans exist for critical systems. There is geographical, power, and HVAC redundancy at the failover location, as well as off-site backups in the event of whole data center loss.
46. Question - How many databases are you using? Please specify which ones.
Answer – See RFP Section II. Background.
47. Question - What are some of the critical applications being used today? Any ERP applications?
Answer – See RFP Section II. Background.
48. Question - What is the network topology currently used, and how are these locations communicating to each other?
Answer - On campus locations are serviced via single mode fiber. Off campus locations are a combination of DIA circuits and wireless bridges.

49. Question - Is there a VPN in place for remote access? Is there a firewall?
Answer - Yes to both.
50. Question - What is the speed of the network connection to the internet? Do you have a backup connection?
Answer - Two 8Gbs pipes in active/active state.
51. Question - How many Routers, Switches, and Firewalls are in your network?
**Answer - L2 switches: 855
L3 switches/routers: 10
Firewalls: 4**
52. Question - How many buildings/locations?
Answer – The University has approximately 185 buildings on 750 acres. The campus is divided by interstate 81 and the C&P railroad.
53. Question - How big is your current IT department, if any?
Answer - Approximately 150 employees
54. Question - Please provide the brand for the switches, network devices, laptops, desktops, and printers.
Answer - Cisco Routers and switches for the wired network. The wireless network is Aruba. Laptop/Desktops are a mix of Dell and Apple. Printers vary, but a significant number are leased KM Bizhub devices.
55. Question - Do you have any cameras to support?
Answer: Yes. Cameras are managed by Facilities Management.
56. Question - Do you currently have a VOIP solution? Who is your VOIP provider? What is the brand of your desktop phones? How many extensions/DID numbers?
Answer – The University is currently deploying an NEC VoIP solution with Black Box Network Services, and have approximately 8,000 user and service type extensions. Phones are NEC.
57. Question - Do you have ticketing system in place? Estimate of tickets per month/quarter?
Answer - Yes. The University uses Cherwell as its ITSM ticketing system and receives approximately 49,189 tickets per year.
58. Question - Do you require someone to be on-site all the time?
Answer - That would depend on the nature of the engagement.
59. Question - Is this a multi-vendor or single vendor award?
Answer – This is anticipated to be a multi-award contract.
60. Question - Is there Change Management system in place?
Answer - Technical hardware or software changes are managed through the University's ITSM.
61. Question - Is there an Information Technology Asset Management (ITAM) solution in place?
Answer – Not as such. The University uses Cherwell ITSM for CMDB, and JAMF Pro and Intune for MDM.

62. Question - What applications are currently in use?

Answer – See RFP Section II. Background.

63. Question - The RFP has some focus on Salesforce in the opening. But I see that Huron was awarded a contract for Salesforce work less than 6 months ago. Is JMU looking to understand other options that can support the Salesforce deployment if needed?

Answer – Yes, the University is interested in other Salesforce resources and skillset augmentation options.

64. Question – Are there any pain points of issues with the current vendor(s)?

Answer – No.

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272



August 3, 2023

ADDENDUM NO.: Two

TO ALL OFFERORS:

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

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

1. Question - How far along is the Reengineering Madison project? When is the new system expected to go live?
Answer - See RFP Section II. Background.
2. Question - Can you please share the portfolio of projects/initiatives that will be executed under the Reengineering Madison program?
Answer - See RFP Section II. Background.
3. Question - Can you provide ticket volumes that you are currently experiencing for PeopleSoft for the last one year, preferably by severity?
Answer - No. Ticket volume alone is not a good indicator.
4. Question - What is the size of the existing support team supporting PeopleSoft?
Answer - 10 people.
5. Question - Will existing support team members be moved to the Reengineering Madison project?
Answer - Yes, in part.
6. Question - Can you provide the architecture diagram for your PeopleSoft application and its deployment?
Answer - This information may be provided depending on the engagement and after the execution of a SOW.
7. Question - What is the current PUM level for each of the PeopleSoft application pillar?
Answer - This information may be provided depending on the engagement and after the execution of a SOW.
8. Question - What is the number of environments that exist for each PeopleSoft application pillar (example – DEV, TEST, DMO, UAT etc.)?
Answer – 4 environments.

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Wine Price Building
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PROCUREMENT SERVICES 540.568.7935 Fax

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

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

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

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

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

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

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

Answer - No.

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

Answer - Experience with higher education institutions is not required.

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

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

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

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

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

Answer - See RFP *Section II. Background*.

38. Question - Can you provide more information about the technologies listed in Section II of the RFP, such as Oracle Core Technologies, PeopleSoft Enterprise Solutions, Microsoft Azure, Okta, etc.? What level of expertise and experience is JMU looking for in these areas?

Answer - The level of expertise and experience required will vary based on the specific project. Offerors should include the qualifications and experience of the personnel who may be assigned to perform work for the University in their proposals (See RFP *Section IV.3*).

39. Question - What are the expected outcomes of the trainings that a vendor needs to provide to the staff? How much training must be provided in a month? What will be the number of attendees in each session? Will it be a virtual or classroom training?
Answer – Training outcomes, frequency, number of attendees, format, etc. will vary depending on specific training needs and agreed upon SOW.
40. Question - Can you provide more details about the weightage or scoring system that will be used to evaluate proposals based on the criteria stated in the RFP? How will the award decision be made?
Answer - See RFP Section IV. Evaluation and Award Criteria. Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.
41. Question - Can you provide more information on the Virtual Payables options mentioned? How can vendors and suppliers enroll in these options?
Answer - Offerors may contact the JMU Accounts Payable office, at acctspayable@jmu.edu or (540) 568-7397 to discuss payment enrollment options.
42. Question - Please list all the technologies/tools that needs to be replaced/transformed as part of Reengineering Madison program. Are there specific projects the vendor team will be involved if selected?
Answer - See RFP Section II. Background.
43. Question - Does the University anticipate any of its current implementation partners will act as a Systems/Services Integrator and an offeror submitting a proposal in response to this solicitation act as subcontractor if selected?
Answer - No.
44. Question - Are you engaged with any cloud service provider? What is the scope of cloud-based solutions in this RFP?
Answer - See RFP Section II. Background.
45. Question - What are your expectations for the level of service that you would like to receive from the IT consulting firm? How would you measure the success of the IT consulting project?
Answer - Expectations and measurements of success will vary depending on the engagement.
46. Question - What are your expectations for the level of security that you would like to have in place?
Answer - JMU follows the ISO standard. When needed other standards are used depending on the need, regulations, requirements, etc.
47. Question - What are the specific challenges that you are facing with your current IT infrastructure compelling to go through Re-engineering Initiative?
Answer - See RFP Section II. Background.
48. Question - Could you provide more information about the anticipated scope of special projects where the contractor will serve as a technology expert? What are some examples of these projects and their objectives? Can you elaborate the expected deliverables and milestones for the projects covered in the scope this RFP?
Answer - See RFP Section II. Background.

49. Question - Is there any preference for local or regional vendors?

Answer - No.

50. Question - Is it safe to assume that offsite means offshore?

Answer - No. For the purpose of this solicitation, offsite means remote work performed not on campus.

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

Answer - Yes.

52. Question - Will JMU provide laptops to the vendor consultants?

Answer - No.

53. Question - Will any additional travel costs be considered in the pricing?

Answer - No. See RFP Section X. Pricing Schedule.

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272