



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4843

This contract entered into this 10th day of May 2017, by OnPlanU 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:

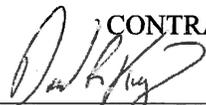
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From May 10, 2017 through May 9, 2020 with seven (7) one-year renewal options.

The contract documents shall consist of:

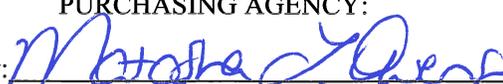
- (1) This signed form;
- (2) The following portions of the Request for Proposal # MLO-940 dated November 10, 2016:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions,
 - (d) Addendum No. One dated December 7, 2016,
 - (e) Addendum No. Two dated December 8, 2016;
- (3) The Contractor's Proposal dated December 3, 2016 and the following negotiated modification to the Proposal, all of which documents are incorporated herein:
 - (a) OnPlanU Service Agreement dated May 10, 2017,
 - (b) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form dated April 21, 2017,
 - (c) Negotiation Summary dated May 9, 2017.

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

By: 
CONTRACTOR:
(Signature)

David R. King
(Printed Name)

Title: CTO

By: 
PURCHASING AGENCY:
(Signature)

Matasha L. Owens
(Printed Name)

Title: Buyer Senior



**RFP # MLO-940 – Electronic Student Financial Services
Negotiation Summary for OnPlanU**

May 9, 2017

1. Contractor's pricing schedule for the Purchasing Agency is as follows:
 - a. Annual Cost for Pre-Collect*: \$6,000.00
 - b. Annual Cost for Tuition Payment Plans*: \$6,000.00
 - c. Annual Cost for Student Billing, Account Activity, Make Payment: \$50,000.00
 - d. Professional Services: \$150/hour
 - e. Point-to-Point Encryption:
 - i. \$285 per device (includes encryption key injection)
 - ii. \$25/month per device
 - iii. \$0.25/transaction initiated through the device
 - f. Fees to Students/Customers:
 - i. Service Fee for Payment Plan Enrollment: \$30.00
 - ii. Convenience Fee for Credit Card Payments: 2.75%

**Included in the initial term for James Madison University. Other items listed above may be added at the discretion of the University.*
2. Should travel be required during the term of this contract, the following shall apply:
 - a. All travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals.
<http://www.gsa.gov/portal/content/104877>
<http://www.gsa.gov/portal/content/101518>
 - b. Billable hours shall be for actual work hours on authorized projects/tasks rounded to the half hour. Billable hours shall not include travel time.
3. All price increases shall be in accordance 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 (see Special Term and Condition F. *Renewal of Contract* on page 18 of RFP # MLO-940 dated November 10, 2016).
4. Upon termination of this contract, the Contractor shall promptly return the Purchasing Agency's data at no additional cost.
5. 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: OnPlan Holdings, LLC - DBA OnPlanU

DATE: 4/21/2017

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.

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 shall have any effect or be enforceable against the Commonwealth:

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

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.

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

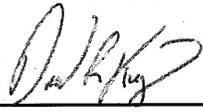
This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by 

Title Buyer Senior _____

Printed Name Matasha L. Owens

CONTRACTOR by 

Title CTO

Printed Name David R. King

JUL. 2009

OnPlan U

Service Agreement

This Service Agreement, including the attached addenda, schedules and terms and conditions (the "Agreement"), between OnPlan Holdings, LLC, a Delaware limited liability company d/b/a OnPlan U ("OnPlan U") and the business or organization identified below ("Institution"), contain the terms and conditions governing Institution's access to and use of the OnPlan Service.

Agreement Date ("Effective Date")	05 / 10 / 2017
Agreement Term	36 Months
Service Fees & Billing	See Schedule A - Service Fees & Billing (attached)
Institution	
Institution Name/Facility	James Madison University
Address	800 South Main Street, MSC 5720, Harrisonburg, VA 22807
Phone	540-568-3137
Fax	540-568-7935
Additional Facilities	List on attached Schedule C - Institution Facilities
Institution Designated Contact	
Name	Linda C. Combs, Director, University Business Office
Address	738 South Mason Street, MSC 3516, Harrisonburg, VA. 22807
Phone	540-568-3745
Email	combslc@jmu.edu

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date set forth above.

Institution:

OnPlan U:

James Madison University

OnPlan Holdings, LLC d/b/a OnPlan U

By: Matasha L. Owens

By: David R. King

Name: Matasha L. Owens

Name: David R. King

Title: Buyer Senior, Procurement Services

Title: CTO

Address: 800 South Main Street
MSC 5720
Harrisonburg, VA 22807

Address: 1550 N Northwest Hwy
Suite 406-C
Park Ridge, Illinois 60068

Terms and Conditions

1. Definitions. In addition to capitalized terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the following meanings:

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the Institution. For purposes of this definition, “Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Billing Communication” means electronic communications to Qualified Persons and OnPlan Users on behalf of Institution regarding invoices and accounts due, payment plans and other matters as specified by Institution and utilizing Institution Data.

“Confidential Information” means non-public information, know-how and trade secrets not otherwise covered in Section 7(b) below, in any form that: (i) is designated as “confidential”; or (b) that a reasonable person knows or reasonably should understand to be confidential. Confidential Information does not include information that: (A) is, or becomes, publicly available without a breach of this Agreement; (B) was lawfully known to the receiver of the information without an obligation to keep it confidential; (C) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (D) is independently developed without reliance on the Confidential Information of the other party.

“Document” is a document and/or other information which may be sent by Institution to OnPlan in accordance with the terms of this Agreement.

“Institution Data” means all data or information (including without limitation, Documents and OnPlan User Information) provided by Institution to OnPlan U in connection with the OnPlan Service.

“Marks” means the trademarks, service marks, logos or similar items, to be provided by one party to the

other party for use pursuant to this Agreement.

“OnPlan Data” means all data and/or information provided by OnPlan U pursuant to the OnPlan Service.

“OnPlan Service Platform” is the website, computer networks, servers, APIs and other data and information provided or made available by OnPlan to enable Institution to establish payment plans with OnPlan Users.

“OnPlan User” is a Qualified Person who creates an account and/or makes payments to Institution pursuant to the OnPlan Service.

“OnPlan User Information” means information, including personally identifiable information, of an OnPlan User that Institution may share with OnPlan U or that an OnPlan User may provide to OnPlan U.

“Qualified Person” is an individual Institution consumer who has been qualified to access and use the OnPlan Service on behalf of Institution in accordance with the terms of this Agreement.

“User ToS” means the OnPlan User Terms of Service subject to which OnPlan U shall make the OnPlan Service available to Institution’s Qualified Persons and OnPlan Users, and pursuant to which OnPlan Users shall agree to utilize the OnPlan Service.

2. OnPlan Service.

(a) General. Subject to the terms of this Agreement, OnPlan U shall utilize its proprietary software and technology, including its OnPlan Service Platform, to customize as necessary and implement a system utilizing Institution Data to provide the following service (the “OnPlan Service”): (i) identify Qualified Persons, (ii) produce and send Billing Communications on behalf of Institution to

Qualified Persons and OnPlan Users, and (iii) provide for online bill payment on behalf of Institution to OnPlan Users. OnPlan U shall use commercially reasonable efforts to meet the specifications implementation timeline set forth on the Specification and Implementation Schedule, subject to required input and approval from Institution on a timely basis. OnPlan U grants to Institution, its Qualified Persons and OnPlan Users a limited, non-exclusive right during the Term to access and use the OnPlan Service in the manner permitted by this Agreement and the User ToS. No rights are granted to Institution, its Qualified Persons or OnPlan Users other than those expressly set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, Institution may not with respect to the OnPlan Service: (A) allow access or use by anyone other than its Qualified Persons and OnPlan Users; (B) send information on behalf of a third party; (C) store or transmit material that is infringing, libelous, otherwise unlawful or tortious, or that violates third party privacy rights; (D) provide identification, password, or other information of it or its OnPlan Users to any service that, as determined by OnPlan U in its sole discretion, scrapes, crawls, data-mines, or otherwise uses such information; (E) interfere with or disrupt the integrity or performance thereof or any or third party data contained therein; (F) attempt to gain unauthorized access; (G) store or transmit any malicious code (e.g. time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door); (H) post or distribute any updates, advertisements, or other information or send any information (through the OnPlan Service or otherwise) that denigrates, or discourages use of the OnPlan Service, or promotes or solicits the use of services that are an alternative to or compete with OnPlan Service (whether Institution's or a third party's); (I) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit them or any part thereof; (J) copy, frame, or mirror any part or content thereof (other than copying or framing on Institution's own internal networks or otherwise for Institution's own internal

business purposes); or (K) access it in order to build a competitive product or service or copy any features, functions, or graphics thereof.

(b) Reserved

(c) Billing Communications. OnPlan U shall process billing-related Institution Data received from Institution in electronic format, subject to such specifications as the parties shall agree from time to time, provided that any change to the format in which Institution transmits such data shall be submitted to OnPlan U in writing and subject to OnPlan U's prior written approval. OnPlan U shall not be responsible for any delays resulting from Institution's failure to submit data in the specified format. In the event OnPlan U is unable to process any data received from Institution in the specified format, OnPlan U shall notify Institution within twelve (12) business hours and shall use commercially reasonable efforts to resolve any such rejected data as soon as reasonably practicable. Subject to the foregoing, OnPlan U shall process such Institution Data and produce and deliver (or make accessible) Billing Communications to Qualified Persons and OnPlan Users within 24 hours of receiving the the data.

3. Use of the OnPlan Service.

(a) OnPlan User; Account Security

Each OnPlan User shall have a unique username and password which shall be provided to OnPlan U either by each OnPlan User during the registration process or by Institution. Institution shall maintain the security of the usernames and passwords it provides to OnPlan U. Institution will promptly notify OnPlan U if Institution discovers or otherwise suspects any security breaches with respect to its OnPlan Users, including any unauthorized use or disclosure of a username or password. Institution understands that any person with the usernames and passwords of its OnPlan Users may be able to access the OnPlan Service, including Institution Data and other confidential information.

(b) OnPlan U Responsibilities. OnPlan U agrees that it is solely responsible for: (i) the accuracy, quality, integrity, and legality of OnPlan Data; (ii) using commercially reasonable efforts to prevent unauthorized access to or use of the OnPlan Service, (iii) providing the OnPlan Service in accordance with the terms of this Agreement; and (iv) complying with applicable laws and regulations with respect to its provision of the OnPlan Service to Institution, its Qualified Persons and OnPlan Users, except to the extent OnPlan U acts pursuant to the direction of, or relies on approval from Provider, including, for example, with respect to the methodology for calculating “annual percentage rate” and the presentation of disclosures pursuant to the Truth In Lending Act of 1968, as amended. OnPlan U may use subcontractors to perform its obligations under this Agreement with prior approval from the Institution. All subcontractors approved by the University to perform work shall adhere to the same privacy obligations as OnPlan U.

(c) Institution’s Responsibilities. Institution agrees that it is solely responsible for: (i) its compliance with the terms of this Agreement and all actions and omissions of Institution, under this Agreement; (ii) transmission of Institution Data to OnPlan U in the agreed upon electronic format; (iii) the accuracy, quality, integrity, and legality of Institution Data; and (iv) complying with all applicable laws and regulations with respect to its use of the OnPlan Service.

(d) User ToS. Each OnPlan User’s use of the OnPlan Services shall be conditioned on acceptance of, and subject to the User ToS.

5. Fees.

(a) Fee Schedule. Institution shall pay all fees in accordance with this Agreement and the Fee & Billing Schedule. Fees are quoted and payable in United States dollars. Other than for a termination for cause by Institution, there are no refunds or credits for partial billing periods

(b) Payment Terms. Except for items

otherwise specified on the Fee & Billing Schedule, amounts payable to OnPlan U under this Agreement are due 30 days after invoicing.

(c) Termination for Failure to Pay. If any fees payable are not received from Institution by the due date, then at OnPlan U’s discretion, such charges may accrue late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Further, if such fees (including any late interest accrued thereon) remain unpaid following 5 days’ written notice from OnPlan U to Institution thereof, then OnPlan U, in its discretion, may terminate or otherwise suspend Institution’s and its OnPlan Users’ access to and use of the OnPlan Service until such fees are paid in full.

(d) Payment Disputes. OnPlan U shall not exercise its rights under the preceding section if: (i) the applicable fees are under reasonable and good-faith dispute; (ii) all fees due that are not under dispute are paid in full; and (iii) Institution is cooperating diligently to resolve the dispute.

(e) Taxes. Unless otherwise stated, Institution shall be responsible for all taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, or federal jurisdiction (but, excluding taxes based on OnPlan U’s income, property or employees) (collectively, “Taxes”). If OnPlan U has the legal obligation to pay or collect the foregoing Taxes, the appropriate amount shall be paid by Institution, unless Institution provides OnPlan U with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Intellectual Property and Proprietary Rights.

(a) Ownership; Reservation of Rights. OnPlan U and/or its suppliers own the OnPlan Service Platform, and, subject to the limited rights granted in this Agreement, reserve all right, title and interest in and to the foregoing (including, without

limitation, all trade secrets, patents, trademarks, copyrights and other intellectual property rights). Each party hereby grants the other party the right to use, reproduce, and publish its Marks solely in order to accomplish the purposes set forth in this Agreement. Each party acknowledges that nothing contained herein shall give such party any interest in the other party's Marks. Neither party shall take any action inconsistent with the other party's ownership of its Marks. Any benefits accruing from use of a party's Marks shall automatically vest in such party.

(b) Suggestions. Institution grants to OnPlan U a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the OnPlan Service Platform and otherwise fully exploit any suggestions, enhancement requests, recommendations, or other feedback provided to OnPlan U by Institution.

7. Confidentiality; Privacy.

(a) Confidential Information. During and after the Term of this Agreement, neither party will use or disclose the other's Confidential Information, except to its employees, contractors, advisors, or consultants who have a need for such access consistent with the purposes of this Agreement and who are under an obligation to maintain its confidentiality no less stringent than the terms of this subsection. Each party shall use at least the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) in protecting the other party's Confidential Information. Either party may disclose the other's Confidential Information if required to do so to comply with a court order or other government demand that has the force of law, provided that before disclosure that party must seek the highest level of protection available and provide the other party with reasonable notice to seek a protective order.

(b) Rights in OnPlan U Data, Institution Data and OnPlan User Information. As between the parties, Institution owns all Institution Data and

OnPlan U owns all OnPlan U Data. Such data may be used or disclosed by the other party only as explicitly stated by this Agreement. An OnPlan User may share OnPlan User Information with Institution or OnPlan U. Each party's use and disclosure of OnPlan User Information is governed by OnPlan U's privacy policy applicable with respect to such information, as set forth in the User ToS. Either party may use aggregate information that does not identify or allow identification of an OnPlan User or the other party that it obtains in connection with the OnPlan Service to improve its or others use of the OnPlan Service.

(c) Family Educational Rights and Privacy Act. The parties agree that to the extent any Institution Data contains Personally Identifiable Information from Education Records, the parties will comply with the requirements of the Family Educational Rights and Privacy Act (20 USC 1232g) and the regulations promulgated thereunder (34 CFR Part 99), as amended from time to time (collectively, "FERPA"). As used herein, the terms "Personally Identifiable Information" and "Education Records" shall have the meanings given to those terms under FERPA. Without limiting the foregoing, with respect to Education Records which OnPlan U will receive or have access to in connection with the OnPlan Service, OnPlan U acknowledges that Institution has a statutory duty to maintain the privacy of such records and that as a contractor to whom Institution has outsourced institutional services: (i) OnPlan U is performing an institutional service for which Institution would otherwise use Institution employees; (ii) OnPlan U is under the direct control of Institution with respect to Personally Identifiable Information from Education Records; and (iii) OnPlan U will comply with all applicable FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR §99.33(a).

8. Warranties and Disclaimer:

(a) Mutual Warranties. Each party represents and warrants that it has the legal power

to enter into this Agreement and to perform its obligations as contemplated by this Agreement.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.

10. Limitation of Liability. EXCEPT FOR A PARTY'S BREACH OF ITS OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION OR WITH RESPECT TO INDEMNIFICATION FOR IP CLAIMS, IN NO EVENT SHALL: (i) EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY INSTITUTION HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY; OR (ii) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL NOT LIMIT INSTITUTION'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

11. Term and Termination.

(a) Term of Agreement. The initial term of this Agreement starts on the Effective Date and ends after the Agreement Term specified on the cover page ("Initial Term").

(b) Termination Either party may terminate this Agreement: (i) upon 30 days written

notice to the other party.

(c) Deletion of Institution Data. Following termination or expiration of this Agreement, OnPlan U shall have no obligation to maintain or provide any of the Institution Data and may delete all of the Institution Data in OnPlan U's systems or otherwise in OnPlan U's possession or under OnPlan U's control.

(d) Surviving Provisions. All provisions which are intended to survive termination or expiration of this Agreement, shall so survive, including Sections 5, 6, 7, 8, 9, 10, 11, and 12.

(e) Suspension of Institution's Account. OnPlan U may, with or without prior notice to Institution, immediately suspend Institution's access and use of the OnPlan Service if and when: (a) Institution breaches this Agreement; or (b) Institution uses or attempts to use the OnPlan Service in any manner that does not comply with this Agreement, or (c) OnPlan U believes suspicious activity has occurred in connection with Institution's use of the OnPlan Service. OnPlan U will promptly notify Institution of any such suspension and may in OnPlan U's sole discretion provide Institution with an opportunity to cure the issue which resulted in suspension and reinstate Institution's access to the OnPlan Service. OnPlan U's suspension of Institution's account does not limit OnPlan U's right to terminate this Agreement pursuant to the terms herein.

12. Family Educational Rights and Privacy Act.

(a) The parties agree that to the extent any Institution Data contains Personally Identifiable Information from Education Records, the parties will comply with the requirements of the Family Educational Rights and Privacy Act (20 USC 1232g) and the regulations promulgated thereunder (34 CFR Part 99), as amended from time to time (collectively, "FERPA"). As used herein, the terms "Personally Identifiable Information" and "Education Records" shall have the meanings given to those terms under FERPA.

(b) Without limiting the foregoing, with respect to Education Records which OnPlan U will receive or have access to in connection with the OnPlan Service, OnPlan U acknowledges that Institution has a statutory duty to maintain the privacy of such records and that as a contractor to whom Institution has outsourced institutional services:

(i) OnPlan U is performing an institutional service for which Institution would otherwise use Institution employees;

(ii) OnPlan U is under the direct control of Institution with respect to Personally Identifiable Information from Education Records; and

(iii) OnPlan U will comply with all applicable FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR §99.33(a).

13. General Provisions. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law principles to the contrary. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof. Any waiver must be set forth in a signed writing. Institution agrees that, except as otherwise provided under this Agreement, all notices and other communications under this Agreement may be sent to Institution by e-mail to the email address provided by Institution on the cover page. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this

Agreement. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), however, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. OnPlan U may amend the User ToS at any time by giving written notice of any changes to Institution.

Schedule A – Service Fees & Billing

Fees to Institution

- Annual Fee*:
 - Pre-Collect: \$6,000/year
 - Tuition Payment Plans: \$6,000/year
 - Student Billing, Account Activity, Make Payment - \$50,000/year
- Printing and Mailing (initial activation letter and any follow-up installment letters): N/A

Fees to OnPlan User

- Enrollment Fee:
 - Pre-Collect: \$30 per payment plan (3 – 24 mo. term)
 - Tuition Payment Plan: \$30 per semester (3 – 5 month plan)

Billing Schedule

	<i>Annual Fee</i>	<i>Print & Mail Fee</i>	<i>Enrollment Fee (payments through OnPlan Service³)</i>	<i>Enrollment Fee (payments through Institution⁶)</i>	<i>ACH Fee</i>
<i>Institution</i>	Invoice ¹	N/A	N/A ⁴	Electronic Debit ⁷	Electronic Debit ⁸
<i>OnPlan User</i>	N/A	N/A	Direct ⁵	N/A	N/A

¹ All invoices are annual; payment terms: net 30 days.

² N/A

³ OnPlan User payments made directly through the OnPlan Service.

⁴ If Institution chooses to pay some or all of the Enrollment Fee on behalf of the OnPlan User, then payment will be treated as an Enrollment Fee through the Institution and invoiced directly to Institution (see 6 and 7).

⁵ Processed directly through OnPlan U merchant account at time of payment.

⁶ OnPlan User payments made directly to Institution (i.e., paper check to Institution lockbox, online payment direct to Institution website, etc.) or payments for which the Institution has requested a suppression of the Enrollment Fee to OnPlan User (i.e., CSR turns off Enrollment Fee for a select OnPlan User account).

⁷ OnPlan will electronically debit fees and send monthly invoice for reconciliation. In the event of a rejected payment made directly to Institution (i.e., NSF check), OnPlan will refund the Institution for the Enrollment Fee amount received. [

⁸ Authorize.net will electronically debit its fees directly from Institution and provide reconciliation reporting.

Schedule B – Specification & Implementation

Summary Implementation Plan and Timeline:

Task Name	Responsible Party	Start Date	End Date
Kickoff	OPU/Institution	Week 1	Week 1
Setup Institution Test System	OPU	Week 1	Week 2
Setup File Interfaces	OPU/Institution	Week 2	Week 5
Define Messaging Content	OPU/Institution	Week 2	Week 3
Setup Banking Requirements	OPU/Institution	Week 3	Week 4
Setup Print and Mail	OPU	N/A	N/A
Testing	OPU/Institution	Week 6	Week 8
Training	OPU/Institution	Week 7	Week 7
Go Live	OPU/Institution	Week 8	Week 8
Post Implementation Status Checks	OPU/Institution	Week 9	Ongoing

Files Required for Daily Processing, Payment and Reconciliation*:

- 1. OnPlan Student File** – Batch file sent with all active students at the beginning of each term with updates as necessary for transfers and late admits.
- 2. OnPlan Payment Plan Notification File** – Batch file sent daily from OnPlan to Institution used to update the Institution SIS with qualified payment plan accounts, changes to existing payment plan accounts (CSR changes), and any payment plan accounts that terminate or default.
- 3. Payment Posting File** – Batch file sent daily from OnPlan to Institution used for posting payments received through OnPlan.

* Other files for updates and processing may be used as mutually agreed by the parties.

Support

- OnPlan U will dedicate an executive point of contact to oversee the relationship, project implementation and ongoing success.
- OnPlan U will assign a project manager, technical lead, and any other necessary resources to manage the timely and successful implementation (per the Summary Plan above).
- Post go-live, OnPlan U will continue to maintain its executive point of contact, along with an account manager and technical support for service availability.

Schedule C – Institution Facilities

James Madison University – Harrisonburg Campus.



REDACTED COPY

**Request for Proposal
#MLO-940
Response**

Prepared For



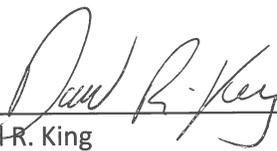
December 13, 2016

Name of Offeror:

OnPlan Holdings, LLC – DBA OnPlanU
2801 Lakeside Drive
Suite 200
Bannockburn, IL. 60015

RFP Number: MLO-940

RFP Title: Electronic Student Financial Services

Signature: 
Name: David R. King
Title: Chief Technology Officer
dking@onplnau.com
847-421-0361

Date: 12/3/16

REQUEST FOR PROPOSAL
RFP # MLO-940

Issue Date: November 10, 2016
Title: Electronic Student Financial Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on December 13, 2016 For Furnishing The Services Described Herein.

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

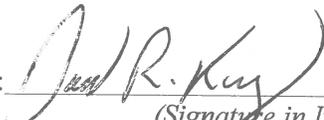
All Inquiries for Information and Clarification Should Be Directed To: Matasha Owens, MPA, VCO, CUPO, Buyer Senior, Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

OnPlanU
2801 Lakeside Drive, Ste 200
Bannockburn, IL 60048

By: 
(Signature in Ink)
Name: David R. King
(Please Print)
Title: Co-Founder and CTO

Date: December 3, 2016

Phone: 847-421-0361

Web Address: www.onplanu.com

Fax #:

Email: dking@unplanu.com

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.

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Executive Summary

OnPlanU is excited at the opportunity to partner with James Madison University to deliver the most progressive, state-of-the-art student financial services system that will improve student convenience, increase administrative performance and ensure end-to-end security. OnPlanU brings a seasoned team with over 60 years of combined higher education and payment processing experience to the partnership. Our solutions have been designed and developed in collaboration with premier institutions that share OnPlanU's vision for transforming the student financial services system and defining the next generation. We already have a great head start with James Madison through our tuition payment plan platform that went live for Fall of 2016, which is the first in the market to allow more than one payment plan for a student account, and our innovative pre-collect product that allows institutions to engage and collect on delinquent accounts.

We bring our years of experience and innovative culture to bear, yet we are not burdened by the limitations of dated legacy code as many other companies are. This allows us to rapidly innovate and incorporate JMU's ideas, all while leveraging the latest technology to engage the current generation and increase student satisfaction and retention.

With OnPlanU, you get a partner that is dedicated to providing the most innovative student financial services platform, exceptional customer service, commitment to improving student satisfaction while saving you time and money, securing your transactions, and constantly innovating.

We look forward to taking the next step in formalizing our partnership and are confident that our dedicated team will exceed your expectations.

Response to Statement of Needs

A. SPECIFIC SERVICES:

1. Customized Student Billing and Current Account Activity Portal:

Describe in detail the system's ability to do the following:

For Students and Their Authorized Users:

- a. **Allow a student to set up or delete authorized users on their student account and accurately designate the relationship (i.e. parent, step-parent, grandparent, relative, friend, or legal entity).**
OnPlanU provides the ability for a student to grant access to an authorized user and define their relationship which includes all necessary FERPA releases. The system will notify the authorized user that they have been granted access to the student's account and invite the authorized user to establish an account in OnPlanU (see screenshot below).

PORTIONS REDACTED.
- b. **Conduct account searches by semester, year, entire career, or specific timeframe.**
REDACTED.
- c. **Allow students and authorized users to view current and past years' 1098T forms.**
OnPlanU offers two options that allow students and authorized users to view current and past years' 1098T forms: 1) James Madison University can provide OnPlanU with the 1098T forms to be loaded by OnPlanU into the system, or 2) OnPlanU can link students and authorized users out to a current 1098T provider.
- d. **Allow authorized users to change their password, email address, login name, and link accounts if they have multiple students.**
REDACTED.

For the University Business Office Staff:

- e. **View, query, and extract authorized user information.**
University Business Office staff has the ability to pull up an authorized user and view details on their account. Additionally, staff can pull up a student account and see all authorized users for the student, as well as their status (e.g., active, deleted) and a history of the authorized user's account activity.
- f. **Design, brand, and manipulate the billing statement, email, and SMS notification.**
OnPlanU will work with JMU to custom design the billing statement including layout, content, and color schemes. OnPlanU's communication hub allows for JMU to define email and SMS notification events and customize the content of each event.

Technical:

- g. Provide real-time integration of payments between the student account data in PeopleSoft Campus Solutions and Interaction Hub.**
REDACTED.
- h. Provide printable PDF format for all static billing statements.**
Students and authorized users can access a statements section within the product that allows them to view, save, and print a PDF of their current statement and any historical statement(s). OnPlanU will work with JMU to customize the statement design to JMU's specific requirements.
- i. Integrate and provide real-time activity between billing cycles for student account charge and payment updates and pending financial aid.**
REDACTED.
- j. Retain deleted authorized users in the history of the account.**
Deleted authorized users and their activity are retained within the system, available for viewing by the business office staff for up to 6 years.
- k. Provide meal plan selections by integrating with JSA Technologies Inc. and The CBORD Group, Inc., current JMU Card Services Contractors.**
OnPlanU will work with JMU to develop the necessary integration to JSA Technologies, CBORD, or other JMU Card services contractors to allow a student or authorized payer to select meal plans, make payments, and reload campus cards. The OnPlanU team has previously integrated into these technologies.

2. Customized Student Account Credit Card and ACH Payment Portal:

Describe in detail the system's ability to do the following:

- a. Allow for funds to appear separately for JMU and Contractor on credit card or bank statements, if applicable. (i.e. 2.75% convenience fee, enrollment fee for payment plan).**
When a student or authorized user enrolls in a payment plan, the OnPlanU enrollment fee appears as a separate transaction on the credit card statement or bank account. The enrollment fee on the statement clearly indicates it is OnPlanU. OnPlanU also offers a convenience fee model for tuition payments made by a credit card. The convenience charge is run as separate transaction and it clearly states that the fee is from OnPlanU.
- b. Inform payer of the reason their credit card or check payment was declined.**
For credit card payments, the student is presented with a real-time receipt that displays the status of their transaction. If the transaction is declined by the issuing bank, OnPlanU displays the decline reason and prompts the user to try again. ACH routing numbers are validated in real-time and OnPlanU displays the corresponding bank name to the user. In the event an ACH transaction is returned, OnPlanU indicates that the transaction was returned and includes a description of the reason. Additionally, OnPlanU emails and/or texts the user that the transaction was returned and invites them to retry their payment.

- c. **Notify JMU of the reason a credit card or check payment was declined.**
OnPlanU updates the student account in PeopleSoft and includes the reason for the returned transaction. Business office staff can also see the decline or return reasons when they view the student account in OnPlanU.
- d. **Provide detailed end-of-day report on all transactions to JMU.**
As part of the PeopleSoft integration, OnPlanU delivers a daily transaction report used for reconciling all transactions posted in real-time. Additionally, the business office staff can use the reporting interface in OnPlanU to run and export a detailed transaction report by any time period they select.
- e. **Provide timely, all-inclusive end-of-day deposits to JMU bank account.**
REDACTED.
- f. **Allow JMU to designate credit card and ACH processor.**
REDACTED.

3. Customized Student Account Installment Payment Plan:

Describe in detail the system's ability to do the following:

- a. **Allow fees to be paid by the student/authorized user to the Contractor.**
OnPlanU charges the student or authorized user directly for enrollment fees.
- b. **Provide flexible number of payments per semester to be determined by JMU.**
REDACTED.
- c. **Allow for more than one authorized user to set up a separate plan for student.**
REDACTED.
- d. **Allow JMU to change the number of payments, budget amount, remaining budget amount, payment method, cancel or change the deadline and designated payment date.**
REDACTED.
- e. **Generate reports on a daily, weekly, monthly, semester, or yearly basis.**
OnPlanU provides a variety of reporting features. All transaction reports can be run by date ranges and grouped by day, week, or month. All reports can be exported to Excel.

PORTIONS REDACTED.
- f. **Change the text of all email notifications to students and authorized users.**
OnPlanU's communication hub allows JMU to define the timing and event triggers of email and/or text notifications, as well as completely customize the content of the notifications. All emails will originate with an institutional "from" address and will be branded as JMU.

- g. Send email notifications for upcoming plans, future plans, upcoming payment, missed payment, and plan termination.**
REDACTED.

4. Customized Pre-Collect Payment Plan:

Describe in detail the system's ability to do the following:

- a. Provide a customized pre-collection payment plan for students who are currently enrolled, have a delinquent balance, and are on a registration hold.**
REDACTED.
- b. Transmit and process a daily file containing student name, ID #, email address, and balance due.**
The OnPlanU pre-collect system is designed to accept daily files that either a) add a new student into the system that will trigger the communication and engagement cycle or b) update an existing pre-collect student's balance that will re-balance their payment plan. Files also include student name, ID #, email address.
- c. Allow JMU to determine the number of payments allowed and minimum payment amount.**
REDACTED.
- d. Allow JMU to change the date of the payment and payment amount.**
REDACTED.

B. CUSTOMER SERVICE:

- 1. JMU is interested in developing a strategic relationship with a Contractor(s) to partner in developing "state of the art" student financial systems. Provide information regarding how your firm will engage JMU for system customization and product development.**

OnPlanU is excited to partner with JMU to advance the development of its state-of-the-art student financial system. OnPlanU's team has years of higher education experience, and is firmly committed to ongoing, partner-driven development. This has been demonstrated by its development with JMU of its current payment plan and pre-collect solutions, as well as its student tuition payment functionality. OnPlanU will continually engage with JMU to help define the new system requirements and actively modify as needs evolve. There will be a heavy focus on alleviating JMU's existing pain points that are not addressed by the current solutions. Once the requirements and pain points are defined, the OnPlanU team will take the lead at designing the user interface/experience. JMU will be involved with the interface/experience design and approve all layouts and system interactions. The user interface/experience will encompass both web and mobile designs. Once the user interface/experience is approved, then OnPlanU will work with JMU to define all the PeopleSoft integration points and how the OnPlanU system should interact with PeopleSoft.

As the new system is developed, it will be released to test in small increments allowing JMU to review, test, and approve each section. OnPlanU is agile and strives to deploy working components to test every two weeks.

2. Describe customer service support to the University Business Office.

OnPlanU prides itself on its support and responsiveness. From a technical support perspective, if there is a non-critical issue or a desired change to the system, JMU can email support@onplanu.com or call OnPlanU directly. OnPlanU's goal is to resolve any non-critical issue within 3 business days or sooner. If JMU is experiencing a critical issue (e.g., one that may impact a user's ability to complete a transaction), the OnPlanU team will immediately begin work on resolving the problem with a goal of correcting it within 30 minutes or less.

JMU will have a dedicated partner manager that will work closely with JMU through the design of the new system and through the life of the contract. OnPlanU's leadership team will be directly involved in JMU's development to ensure that strategic objectives are being met. Post go-live, the partner manager will have monthly meetings with JMU to ensure the system is performing to expectations and explore new enhancements and features.

3. Describe your firm's user groups and how they function. State how input from user groups is incorporated into the roadmap of product development.

OnPlanU holds annual user group meetings. The typical agenda of the meeting is to provide our customers with an update of what enhancements or features we rolled out in the past year, review our anticipated product roadmap for the coming year, and gather input on new features, enhancements, and market trends. All of this information goes into setting our product roadmap for the coming year. As OnPlanU believes in partner driven development, the primary goal for the user group is for our customers to inform us what direction the product needs to be heading. Outside of the user group meeting we provide at a minimum quarterly updates on our roadmap progress. We welcome input at any point time as feedback from our customers on product direction is our highest priority.

4. Describe your firm's long-term goals and objectives with regard to higher education.

OnPlanU is passionate about serving the higher education market. Its co-founder/CTO has been in higher education for more than 20 years and founded one of the original companies to develop student financial services portals. He shares the interests of partners to bring new and innovative solutions to the market. Students needs and expectations have changed significantly and many companies in the market are not adapting to address them. OnPlanU's goal is to become the premier student financial services provider in higher education and keep pace with the ever-changing needs and demands of the higher education community.

C. APPLICATION TECHNOLOGY:

1. **Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.**

OnPlanU is built on a service-oriented architecture. This allows for the system to be built on discrete components that can function on their own or be coupled together to provide a suite of services. For example, an institution can implement our payment plan product only and then later add on other features such as tuition billing. The payment plan product itself has various services that can be enabled or disabled such as tuition payment plans, pre-collect plans, or point-of-service plans. The service-oriented architecture provides OnPlanU with the flexibility to add and remove modules as necessary to meet JMU's specific needs.

2. **Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.**

REDACTED.

3. **Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.**

REDACTED.

4. **Describe how menus are used within the system and if menus are customizable and/or configurable. Define what customizable and configurable mean for your application.**

Configurable means that the ability to change something within the product is an option.

Customizable means that new programming work would need to be done to meet the request.

We try our best to reduce customizations and add new features and suggestions as configurable options.

OnPlanU utilizes a tab-based menu structure. The menu items available to a user are based on their role and/or the features that JMU has selected. Thus, the menu structure is configurable by the features that JMU implements as well as by an individual's role within the system. If JMU wanted a customization to the menu, OnPlanU would work to define the requirements and develop it as part of the base product, then make it available as a configurable option.

5. **Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what modifiable, customizable and configurable mean for your application.**

Configurable means that the ability to change something within the product is an option. For example, to allow convenience fee payments or not.

Customizable means that new programming work would need to be done to meet the request.

Modifiable means to adjust or alter the product within a set of parameters. For example, JMU will be able to modify the logo and color scheme to meet your branding.

We try our best to reduce customizations and add new features and suggestions as configurable options.

PORTIONS REDACTED.

6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure, or customize the application.

OnPlanU is a fully hosted solution and there is no technical staff requirement of JMU to configure or support the application. OnPlanU will configure and support the application. JMU's technical staff will need to support the batch processes for transmitting files to and receiving them from OnPlanU for the files mentioned in question C-3.

7. Describe other customizations available and associated cost (i.e., hourly and fixed fee).

OnPlanU will evaluate each request and if it can be added as part of the product suite, then the request will be developed without a charge to JMU. If the request is truly unique to JMU and must be a customization, then OnPlanU will quote a fixed rate to add the customization into the product. Our rate is \$175/hour for customization work.

8. Describe how configuration and customization will affect future releases of software.

OnPlanU strives to always maintain backwards compatibility so any future releases will account for specific configurations and customizations. Configuration of the product is persisted at the data layer and will carry forward with each release. Specific customizations will be part of our source control and will be bundled in with each product release.

9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.

REDACTED.

10. Describe how JMU's e-mail systems would be incorporated with your system's operation. (Faculty/Staff – on-premise Exchange and students - Live@Edu).

a. Describe third party e-mailing, if this functionality is part of your solution. State messaging service utilized by your system. Describe details of how messages look (from, etc.).

REDACTED.

D. REPORTING:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.

OnPlanU comes with standard built-in reports and the result sets can be exported to Excel for further manipulation. We will work with JMU to extend the set of pre-defined reports as necessary. Additionally, we will work with JMU to define ad-hoc reporting needs and incorporate ad-hoc reporting into the OnPlanU product.

2. Describe all reporting supported and how they integrate with the product. State if application licensing includes any of the products.

All reports within OnPlanU are currently pre-defined and built into the product. There is no third party software or licensing at this time for reports. As OnPlanU expands its reporting to an ad-hoc system that might require a third party toolset, OnPlanU will be sure that it covers the cost of licensing as part of the product and service.

3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.

REDACTED.

4. Describe reporting output formats available.

By default, all reports return a web view and the report result set can then be downloaded to Excel.

5. Describe the types of reporting that would typically require Information Technology staff support.

Any reports out of OnPlanU will not require JMU's Information Technology staff for support.

E. GENERAL:

1. Describe typical implementation timeline and project plan. Include examples of previously used project plans.

The typical implementation timeline is 75 days. This might vary based on new feature requests or enhancements that are requested by JMU. A typical project plan is shown in [Attachment C](#) and dates will be populated and agreed upon jointly with JMU.

2. Describe your firm's approach to test and production environments including licensing requirements and any additional costs.

OnPlanU will provide JMU with both a production and a test environment. All new features, enhancements, and configuration changes will first be put into the test environment to allow JMU to ensure the changes meet JMU's needs. Once JMU approves the changes they will be pushed into production. The monthly hosting covers both the test and production environments.

3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).

REDACTED.

4. Describe your relationship with the firm(s) of any third party tools (i.e. reporting tools, application server and DBMS vendors, etc.) included in this proposal including licensing, costs, support for the product(s), and versions (e.g. full or modified).

The OnPlanU system is fully hosted and there are no additional licensing costs to JMU for any specific tools that OnPlanU uses.

F. TECHNICAL:

1. Architecture: Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.

REDACTED.

2. Describe the toolset from which your application is derived.

REDACTED.

3. Describe any changes to default browser or client security settings.

A standard browser configuration will work with OnPlanU.

4. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a regular user account.

OnPlanU is a fully hosted system and we are responsible for all system upgrades. JMU and its constituent base will interact with the system through a standard desktop browser or mobile device. Given this design, there is no need for a client application to be installed on any user's device.

5. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.

REDACTED.

6. Describe your firm's approach to staying current with versions of software utilized by your product.

Our mission is to stay current with all operating systems and software that are used by OnPlanU. This allows our system to be up to date with security patches and take advantage of new features within any of the software tools utilized by our system.

PORTIONS REDACTED.

7. Provide the support lifecycle for the proposed solution.

OnPlanU will work with JMU to define the requirements of the new student financial services system. OnPlanU and JMU will then iterated through user interface designs and flows. Upon approval of the interface designs by JMU, OnPlanU will then build and deploy the system to test. OnPlanU will deploy iterative portions of the system roughly every two weeks to allow for JMU to test and provide feedback. Once a component is in production will support and service any issues that are discovered and enhance it as requested by JMU. OnPlanU will provide full support and servicing of the product throughout the contract with JMU.

8. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

REDACTED.

9. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.

REDACTED.

10. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.

OnPlanU's architecture is based on a service oriented architecture. Currently we do not support JSR 168 Portlet specification. As a development partner with JMU we are open to adding support for the necessary standards to meet JMU's requirements.

G. SECURITY:

1. **Describe any communications that are not cryptographically protected (e.g. non-https, non-ldaps, non-ftp).**

All communications are over a secure channel. All file transfers between JMU and OnPlanU are over SFTP and all files can be optionally encrypted with PGP. All browser and system-to-system based communication is over HTTPS. There are no communications over non-encrypted channels.

2. **Describe all authentication and authorization processes and options both end user and among component interfaces. Include interoperability with external authentication and authorization sources (e.g. directories, federations, SSO, two-factor authentication). Include all pertinent documentation describing interfaces and configuration options.**

REDACTED.

3. **Describe how and where any sensitive data (e.g. credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data), is stored on clients, servers, and participating external devices. Describe how the data is protected (e.g. cryptographic algorithms, key size and handling).**

REDACTED.

4. **Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (e.g. ascii log file, windows event log, database). Describe abilities to export log and audit data to external systems and/or be fetched from them (e.g. syslog, SIEM, OS/application/network monitoring systems). Describe the effects of auditing and logging on a production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.**

REDACTED.

5. **Describe your software development practices as they pertain to security (e.g. internal/external code reviews, application scanning, penetration testing) and whether test results will be made available to JMU.**

REDACTED.

6. **If applicable, provide up to date, signed documentation that the offered solution and involved partners are compliant with all PCI-DSS and PA-DSS requirements. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC)**

Please see [Attachment E](#).

H. **MAINTENANCE AND SUPPORT:**

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.

As a hosted solution, OnPlanU will manage all updates. This includes all operating system patches, application, and database software updates.

PORTIONS REDACTED.

2. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.

OnPlanU's hosting fee covers full maintenance and 24X7 support. We do not differentiate by tiered pricing.

3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

All services are covered under the hosting agreement.

4. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from the time of vendor release.

As OnPlanU is a hosted solution, you are free to apply updates to your systems as necessary. The systems that will need coordination, but should not impact your 30-day window, are the PeopleSoft integration components. You can apply your updates and patches as necessary, but coordinate a test with us to ensure the system is operating correctly.

5. Describe the system enhancements in development that are scheduled for release in the next twelve months.

REDACTED.

6. Describe all responsibilities of both the Contractor and James Madison University in the isolation and diagnosis of system failures.

REDACTED.

I. **HOSTED APPLICATION (if there is no hosted option, do not complete):**

The University occasionally explores opportunities for hosting applications external to the University. If hosting is an option for this project, complete the following section. If hosting is not an option, there is no requirement to respond.

1. Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.

REDACTED.

2. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:

- a. Employee and partner vetting processes. State if your firm performs criminal background checks on all personnel, including subcontractor personnel, with access to customer data and services.**

We utilize a third-party servicer, Hire Right, to perform all background checks.

- b. Physical, network, and system access controls.**

REDACTED.

- c. Process to apply security updates in a timely manner.**

REDACTED.

- d. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.**

REDACTED.

- e. Ongoing attack and integrity monitoring methods.**

REDACTED.

3. Provide your policy and process for notifying JMU of security breaches in your environment.

REDACTED.

4. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.

OnPlanU is a multi-tenant system where resources are shared.

5. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.

The data in OnPlanU is owned by JMU and the institution has full rights to it. We will extract any data requested by JMU in the necessary format. The only data that we will not provide is a user's credit card or banking information.

6. Describe where services and data storage are located geographically.

REDACTED.

7. Describe any exit strategies your firm offers.

OnPlanU would cooperatively work with JMU to migrate data to the new system. We would work to define what data is needed and in what format to ensure that the exit is as smooth and convenient as possible.

8. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.

REDACTED.

9. Describe security controls in place to secure the connections between the customer data and services and remote developers, administrators, and support personnel. Specifically, state whether the following methods are used:

a. Two factor authentication

REDACTED.

b. VPN

REDACTED.

c. Access restricted by IP Address

REDACTED.

10. Describe policies and/or controls that are in place to prevent data transfer and storage outside the primary storage location. If there are no such policies or controls, describe how data is protected outside the primary storage location(s).

REDACTED.

J. PRIVACY:

1. Provide your firm's privacy statement and that of any partners involved in providing your proposed solution.

Please see [Attachment F](#) for the OnPlanU privacy statement.

2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.

OnPlanU only receives data from JMU or through the user entering it directly within our system. We do not receive data from any outside application unless specifically requested by JMU.

3. Describe the specific means used to collect such information (via cookies, web bugs, etc.).

Data from JMU will be transmitted over SFTP in files or through the PeopleSoft integration component. Data captured within OnPlanU is through the user entering it into an OnPlanU form.

4. Describe how information is stored and kept secure.

REDACTED.

- 5. Specify whether your firm shares the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to items a. – c. for each.**

OnPlanU does not share information with third parties.

- a. Identify the type/specific information being shared with a third party or collected directly by them in connection with your firm’s proposed solution, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.**

N/A

- b. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.).**

N/A

- c. Describe how this information is stored and kept secure.**

N/A

- 6. Specify whether your firm’s proposed solution includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, respond to items a. – c. below.**

OnPlanU does not consume any personally identifiable data from third parties.

- a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your firm’s proposed solution, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.**

N/A

- b. Describe the specific means used to collect such information (via forms, cookies, web bugs, etc.).**

N/A

- c. Describe how this information is stored and kept secure.**

N/A

Pricing and Fees

Fees to Institution

- Monthly Hosting Service: \$5,950/month
 - Includes: student dashboard, student account activity, student billing and payments, tuition payment plans, deposits, point-of-service installment plans, and pre-collect plans. This is all inclusive and there are no specific transaction charges to JMU.
- Implementation Fee: No Charge.

Optional: Point-to-Point Encryption*

- \$285 per device (includes encryption key injection).
- \$25/month per device.
- \$0.25 per transaction initiated through the device.

*Will require a separate Service Agreement

Fees to Students/Customers

- **Service Fee**: \$30.00 to enroll in a payment plan.
- **Convenience Fee**: 2.75% for customers that pay with a credit card. This requires opening a merchant account with OnPlan's payment processing partner.

Signature: _____

Date: _____

Name: David R. King

Title: Chief Technology Officer

dking@onplnau.com

847-421-0361

ATTACHMENT A – Offer 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 2 Months 7

- 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 #
Lane College	4 months	545 Lane Ave, Jackson, TN 38301	SirKeather Barhma sgregory@lanecollege.edu 731-426-7518
Southeastern University	1 Month	1000 Longfellow Blvd, Lakeland, FL. 33801	Jeanene Carrillo micarrillo@seu.edu 863.667.5437
Rutgers University	1 Month	10 Seminary Pl, New Brunswick, NJ 08901	Judi Flink jf804@sa.rutgers.edu 847-507-5399
AMITA Health	6 Months	AMITA Health	Gary Breuer gary.breuer@amitahealth.org 847-385-7169
Rush-Copley	1 year 10 months	2000 Ogden Ave, Aurora, IL. 60504	Terry Wilson terry.wilson@rushcopley.com 630-375-2882

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

OnPlan Holdings, LLC
2801 Lakeside DR.
Suite 200
Bannockburn, IL. 60015

- 3. 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 – SWaM Utilization Plan

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

Offeror Name: OnPlan Holdings, LLC. Preparer Name: David R. King

Date: 11/18/2016

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSB 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: _____

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 – Sample Project Plan

REDACTED.

ATTACHMENT D – Network Diagram

REDACTED.

ATTACHMENT E – OnPlanU Certificate of Compliance

REDACTED.



December 8, 2016

ADDENDUM NO. TWO

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-940**
Dated: **November 10, 2016**
Commodity: **Electronic Student Financial Services**
RFP Closing On: **December 15, 2016 at 2:00 p.m. (Eastern)**

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

1. QUESTION: With whom does the University process international payments?

ANSWER: **Western Union**

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO
Buyer Senior



December 7, 2016

ADDENDUM NO. ONE

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP# MLO-940**
Dated: **November 10, 2016**
Commodity: **Electronic Student Financial Services**
RFP Closing On: **December 15, 2016 at 2:00 p.m. (Eastern)**
~~**December 13, 2016 at 2:00 p.m. (Eastern)**~~

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

1. **The closing date and time has been extended to December 15, 2016 at 2:00 p.m.**
NOTE: The University will be closed for winter break December 21, 2016 – January 2, 2017.
2. QUESTION: What is the current service fee charged for credit card payments?
ANSWER: **2.75%**
3. QUESTION: In the RFP, it is stated that current participation for this term is +2,900. Is that for the fall term?
ANSWER: **Yes.**
4. QUESTION: In the RFP, it is mentioned that you have a single-sign on (SSO) process in place with your current provider. What IDP is currently being utilized in your SSO process?
ANSWER: **JMU utilizes Oracle's Interaction Hub as it's one-stop self-service portal for students. JMU prefers a solution that would support the secure passing of URL data about the student so that it automatically pulls up their account when directed to the vendor site; EMPLID and a key/token.**
5. QUESTION: On page 2, section A, part 1.a, the question is if the system can allow a student to designate a relationship of the authorized user. Does JMU currently collect this information and how is it utilized?
ANSWER: **The current vendors collect that information on their sites.**
6. QUESTION: On page 2, section A, park 1.k., would you be able to expand on the type of integration required with JSA Technologies and CBORD? Is the selected vendor required to collect and pass information on to these other platforms, or execute a SSO from their platform to these other platforms?
ANSWER: **The University is asking if the offeror currently integrates with JSA and/or CBORD.**
7. QUESTION: Who does JMU currently use for processing Credit Card and ACH Payments for services outlined in the RFP?



ANSWER: CashNet processes the direct ACH and credit card payments for JMU from the billing site. OnPlanU utilizes JMU’s bank Wells Fargo for the ACH and Monaris for the credit card payments.

8. **QUESTION:** In section IV. Statement of Needs, subsection A. Specific Services, item 1b, what do mean by “account searches”? What type of information would the students/authorized users be searching for?

ANSWER: Any combination of date search parameters such as calendar dates, calendar years, semester(s). Search information such as charges, payments, financial aid, etc.

9. **QUESTION:** In section IV. Statement of Needs, subsection F. Technical, item #7, what do you mean by “support lifecycle?”

ANSWER: JMU is requesting the offeror’s approach to support for releases. How many updates/releases are provided a year and on what schedule? How long is a release typically supported (ex: once a new version is released, support for previous release is supported for “x” months/years)?

10. **QUESTION:** Does JMU wish to charge students a service/convenience fee for credit card payments?

ANSWER: Yes.

11. **QUESTION:** On page 2, Customized Student Billing and Current Account Activity Portal, Technical – it states to provide real-time integration of payments between student account data in PeopleSoft Campus Solutions and Interaction Hub. Will anything else other than the student account data need to integrate with Interaction Hub?

ANSWER: The University desires the awarded offeror to “push” payments to JMU and retrieve appropriate student data from the JMU PSSA in real time.

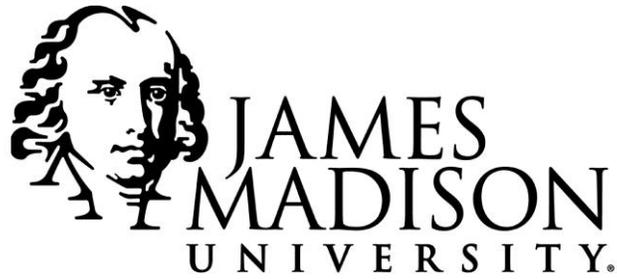
12. **QUESTION:** On page 2, Customized Student Billing and Current Account Activity Portal, are you looking for an international payment solution that is integrated as well?

ANSWER: Any student payment would be included whether domestic or international.

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

Sincerely,

Matasha Owens, MPA, VCO, CUPO
Buyer Senior

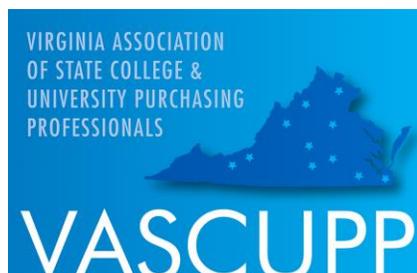


Request for Proposal

RFP # MLO-940

Electronic Student Financial Services

November 10, 2016



REQUEST FOR PROPOSAL
RFP # MLO-940

Issue Date: November 10, 2016
Title: Electronic Student Financial Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
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 p.m. on December 13, 2016 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: Matasha Owens, MPA, VCO, CUPO, Buyer Senior, Procurement Services, owensml@jmu.edu, 540/568-3137, (Fax) 540/568-7936 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

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

Name and Address of Firm:

_____	By: _____
_____	<i>(Signature in Ink)</i>
_____	Name: _____
_____	<i>(Please Print)</i>
	Title: _____
Date: _____	Phone: _____
Web Address: _____	Fax #: _____
Email: _____	

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 # MLO-940

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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 Electronic Student Financial 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 nine (9) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive, public university in Harrisonburg, Virginia with an enrollment of approximately 21,000 students with approximately 6,500 students living on-campus. The annual tuition and fee, room and board revenue budget exceeds \$314 million. JMU currently utilizes Oracle/PeopleSoft Campus Solutions (*currently 9.0/Tools 8.54, upgrade planned to 9.2 and tools 8.55*) and Oracle/PeopleSoft Interaction Hub. PeopleSoft Interaction Hub (MyMadison) accommodates web access to registration, financial aid, and student accounting data. Many students connect to their student account through single sign-on from MyMadison. The University currently uses third party providers for most of the following services:

- Student Billing and Current Account Activity Portal: A web portal through which students view account balance in “real-time” and stored PDF billing statements. Current provider is CASHNet.
- Student Account Credit Card and ACH Payment Portal: A web portal through which students view bills and make payments via credit/debit card or ACH. The most recent fiscal year figures are: \$19,204,483.57 – Credit Card – 28,964 transactions and \$130,699,155.46 – ACH – 49,735 transactions. Current provider is CASHNet.
- Student Account Installment Payment Plan: Administer the University’s installment payment plan program allowing students and authorized users the opportunity make installment payments over time. Current enrollment is 2,900+ plans this semester representing almost \$20,000,000. Current semester fee is \$30/semester which is paid to the service provider. Current provider is OnPlanU.
- Student Pre-Collect Payment Plan: Administer the University’s collections of delinquent charges for currently enrolled students who are on a registration hold. Enrollment during the past year totaled 441 plans representing over \$185,000. Current fee is \$30/plan which is paid to the service provider.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) 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 partner with a Contractor(s) that can provide any or all of the listed services below. The Contractor(s) shall provide all necessary hardware, software, and services as described herein. Proposed solution shall integrate with Oracle/PeopleSoft Campus Solution and Oracle/PeopleSoft Interaction Hub as described in Section II. *Background*. The integration solution shall

be part of the deliverable (*utilizing either component interface or integration broker or both*). **Offerors may propose on any combination of services and should respond only to the subsections under A. Specific Services that apply to the services offered. Offerors shall respond completely to sections B. through J.**

A. SPECIFIC SERVICES:

1. Customized Student Billing and Current Account Activity Portal:

Describe in detail the system's ability to do the following:

For Students and Their Authorized Users:

- a. Allow a student to set up or delete authorized users on their student account and accurately designate the relationship (*i.e. parent, step-parent, grandparent, relative, friend, or legal entity*).
- b. Conduct account searches by semester, year, entire career, or specific timeframe.
- c. Allow students and authorized users to view current and past years' 1098T forms.
- d. Allow authorized users to change their password, email address, login name, and link accounts if they have multiple students.

For the University Business Office Staff:

- e. View, query, and extract authorized user information.
- f. Design, brand, and manipulate the billing statement, email, and SMS notification.

Technical:

- g. Provide real-time integration of payments between the student account data in PeopleSoft Campus Solutions and Interaction Hub.
- h. Provide printable PDF format for all static billing statements.
- i. Integrate and provide real-time activity between billing cycles for student account charge and payment updates and pending financial aid.
- j. Retain deleted authorized users in the history of the account.
- k. Provide meal plan selections by integrating with JSA Technologies Inc. and The CBORD Group, Inc., current JMU Card Services Contractors.

2. Customized Student Account Credit Card and ACH Payment Portal:

Describe in detail the system's ability to do the following:

- a. Allow for funds to appear separately for JMU and Contractor on credit card or bank statements, if applicable. (*i.e. 2.75% convenience fee, enrollment fee for payment plan*).
- b. Inform payer of the reason their credit card or check payment was declined.

- c. Notify JMU of the reason a credit card or check payment was declined.
- d. Provide detailed end of day report on all transactions to JMU.
- e. Provide timely, all-inclusive end of day deposits to JMU bank account.
- f. Allow JMU to designate credit card and ACH processor.

3. Customized Student Account Installment Payment Plan:

Describe in detail the system's ability to do the following:

- a. Allow fees to be paid by the student/authorized user to the Contractor.
- b. Provide flexible number of payments per semester to be determined by JMU.
- c. Allow for more than one authorized user to set up a separate plan for student.
- d. Allow JMU to change the number of payments, budget amount, remaining budget amount, payment method, cancel or change the deadline and designated payment date.
- e. Generate reports on a daily, weekly, monthly, semester, or yearly basis.
- f. Change the text of all email notifications to students and authorized users.
- g. Send email notifications for upcoming plans, future plans, upcoming payment, missed payment, and plan termination.

4. Customized Pre-Collect Payment Plan:

Describe in detail the system's ability to do the following:

- a. Provide a customized pre-collection payment plan for students who are currently enrolled, have a delinquent balance, and are on a registration hold.
- b. Transmit and process a daily file containing student name, ID #, email address, and balance due.
- c. Allow JMU to determine the number of payments allowed and minimum payment amount.
- d. Allow JMU to change the date of the payment and payment amount.

B. CUSTOMER SERVICE:

- 1. JMU is interested in developing a strategic relationship with a Contractor(s) to partner in developing "state of the art" student financial systems. Provide information regarding how your firm will engage JMU for system customization and product development.
- 2. Describe customer service support to the University Business Office.
- 3. Describe your firm's user groups and how they function. State how input from user groups is incorporated into the roadmap of product development.
- 4. Describe your firm's long-term goals and objectives with regard to higher education.

C. APPLICATION TECHNOLOGY:

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.
5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for JMU. Define what *modifiable*, *customizable* and *configurable* mean for your application.
6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure, or customize the application.
7. Describe other customizations available and associated cost (*i.e., hourly and fixed fee*).
8. Describe how configuration and customization will affect future releases of software.
9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.
10. Describe how JMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on-premise Exchange and students - Live@Edu*).
 - i. Describe third party e-mailing, if this functionality is part of your solution. State messaging service utilized by your system. Describe details of how messages look (*from, etc.*).

D. REPORTING:

1. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
2. Describe all reporting supported and how they integrate with the product. State if application licensing includes any of the products.
3. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
4. Describe reporting output formats available.
5. Describe the types of reporting that would typically require Information Technology staff support.

E. GENERAL:

1. Describe typical implementation timeline and project plan. Include examples of previously used project plans.

2. Describe your firm's approach to test and production environments including licensing requirements and any additional costs.
3. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).
4. Describe your relationship with the firm(s) of any third party tools (*i.e. reporting tools, application server and DBMS vendors, etc.*) included in this proposal including licensing, costs, support for the product(s), and versions (*e.g. full or modified*).

F. TECHNICAL:

1. Architecture: Provide a detailed diagram of the architecture/technical environment proposed for the system. Describe each component, the software running on it, and its purpose. List all communications between components including the protocols, ports, direction, third parties, and whether the communications are encrypted.
2. Describe the toolset from which your application is derived.
3. Describe any changes to default browser or client security settings.
4. Describe any functionality loss, installation or upgrade problems, or other difficulties if client applications are run using a regular user account.
5. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
6. Describe your firm's approach to staying current with versions of software utilized by your product.
7. Provide the support lifecycle for the proposed solution.
8. Describe support for integration with JMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
9. Describe support for inclusion of your application as part of the PeopleSoft application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for the pagelet Oracle Access Manager Single Sign and/or PeopleSoft single-sign-on. Describe support for other single-sign-on technologies.
10. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.

G. SECURITY:

1. Describe any communications that are not cryptographically protected (*e.g. non-https, non-ldaps, non-ftps*).
2. Describe all authentication and authorization processes and options both end user and among

component interfaces. Include interoperability with external authentication and authorization sources (e.g. *directories, federations, SSO, two-factor authentication*). Include all pertinent documentation describing interfaces and configuration options.

3. Describe how and where any sensitive data (e.g. *credit card, financial, authentication credentials, cryptographic keys, SSN, FERPA, HIPAA or other legally regulated data*), is **stored** on clients, servers, and participating external devices. Describe how the data is protected (e.g. *cryptographic algorithms, key size and handling*).
4. Describe the ability to audit and monitor the solution. Describe all logging mechanisms and associated formats (e.g. *ascii log file, windows event log, database*). Describe abilities to export log and audit data to external systems and/or be fetched from them (e.g. *syslog, SIEM, OS/application/network monitoring systems*). Describe the effects of auditing and logging on a production implementation. State if the proposed system is sized for full audit capability. Describe elements captured with the audit/logging process.
5. Describe your software development practices as they pertain to security (e.g. *internal/external code reviews, application scanning, penetration testing*) and whether test results will be made available to JMU.
6. If applicable, provide up to date, signed documentation that the offered solution and involved partners are compliant with all PCI-DSS and PA-DSS requirements. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).

H. MAINTENANCE AND SUPPORT:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to James Madison University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. *Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.
5. Describe the system enhancements in development that are scheduled for release in the next twelve months.
6. Describe all responsibilities of both the Contractor and James Madison University in the isolation and diagnosis of system failures.

I. HOSTED APPLICATIONS (if there is no hosted option, do not complete):

The University occasionally explores opportunities for hosting applications external to the University. If hosting is an option for this project, complete the following section. If hosting is not an option, there is no requirement to respond.

1. Provide a list of service outage incidents, security breaches, and application security vulnerabilities fixed over the past year.
2. Provide a description and evidence of the security used in your facilities to assure the confidentiality, integrity, and availability of JMU data and services. Include:
 - a. Employee and partner vetting processes. State if your firm performs criminal background checks on all personnel, including subcontractor personnel, with access to customer data and services.
 - b. Physical, network, and system access controls.
 - c. Process to apply security updates in a timely manner.
 - d. Internal/external vulnerability testing including network scanning, penetration testing, web application testing, code review, audits, and which, if any will be made available to JMU.
 - e. Ongoing attack and integrity monitoring methods.
3. Provide your policy and process for notifying JMU of security breaches in your environment.
4. Describe the architecture of the proposed solution indicating where and how JMU will either share resources with other customers or be isolated from them.
5. Describe your approach and policy regarding ownership of customer data that resides in your data center. Describe customer rights and abilities regarding moving and copying. Describe vendor and partner practices related to moving and copying data.
6. Describe where services and data storage are located geographically.
7. Describe any exit strategies your firm offers.
8. Describe your approach to backups and disaster recovery. Indicate whether backups can be stored at JMU and if so, how it would be accomplished.
9. Describe security controls in place to secure the connections between the customer data and services and remote developers, administrators, and support personnel. Specifically, state whether the following methods are used:
 - a. Two factor authentication
 - b. VPN
 - c. Access restricted by IP address
10. Describe policies and/or controls that are in place to prevent data transfer and storage outside the primary storage location. If there are no such policies or controls, describe how data is protected outside the primary storage location(s).

J. PRIVACY:

1. Provide your firm's privacy statement and that of any partners involved in providing your proposed solution.

2. Describe any user and/or activity information collected automatically or directly through inquiry or consent forms sent directly to you or other parties outside of the application system, whether the information collected is personally identifiable, for what purpose(s) it is collected and how long it is retained.
3. Describe the specific means used to collect such information (*via cookies, web bugs, etc.*).
4. Describe how information is stored and kept secure.
5. Specify whether your firm shares the user and/or activity information with other parties. If information is shared with other parties, identify specifically who these parties are and respond to items a. – c. for each.
 - a. Identify the type/specific information being shared with a third party or collected directly by them in connection with your firm’s proposed solution, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.
 - b. Describe the specific means used to collect such information (*via forms, cookies, web bugs, etc.*).
 - c. Describe how this information is stored and kept secure.
6. Specify whether your firm’s proposed solution includes ingesting or connecting to personally identifiable transactions or other records from third parties. If so, respond to items a. – c. below.
 - a. Identify the type/specific information being collected/ingested through a third party or collected directly by them in connection with your firm’s proposed solution, whether the information collected is personally identifiable, how/for what purpose(s) it is collected and how long it is retained.
 - b. Describe the specific means used to collect such information (*via forms, cookies, web bugs, etc.*).
 - c. Describe how this information is stored and kept secure.

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 six (6) 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** (*CD or 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 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 modifications 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 should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’ proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submits 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 acknowledgments, 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 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 the 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 and Minority (SWAM) Businesses
5. Cost

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

- B. AWARD 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 (Revised 8/18/15 ABS)

- A. PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing

Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
 2. To Subcontractors:
 - a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work

performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), 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 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 \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement 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:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not Department of Small Business and Supplier Diversity (SBSD)-certified Small Businesses: 1%, capped at \$1,500 per order.

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

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 US 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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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 PACKAGE: 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 Number	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

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

The Offeror takes the risk that if the package 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/ 568-7936 or 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of nine (9) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, *(to include government/state agencies, political subdivisions, etc.)*, cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSB 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 (SBSB) 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 (SBSB)-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. **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.
- L. **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.

- M. 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,
- N. 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.
- O. 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.
- P. 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.
- Q. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the Contractor agrees to pro-rate maintenance charges to account for each full day of in operability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive calendar days, the Contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within two (2) days following the request for replacement.
- R. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

- S. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the other services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- T. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the Contractor sells or licenses the upgraded software under similar circumstances.
- U. SOURCE CODE: In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such Contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- V. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- W. THIRD PARTY ACQUISITION OF SOFTWARE: The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- X. TITLE TO SOFTWARE: By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- Y. WARRANTY AGAINST SHUTDOWN DEVICES: The Contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

- Z. PCI DSS COMPLIANCE: James Madison University requires that the Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the Contractor, Contractor shall immediately notify John F. Knight, Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The Contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the Contractor's facilities and all pertinent records to conduct a review of the Contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the Contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the Contractor deemed to be the fault of the Contractor shall be the liability of the Contractor. Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- AA. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and\
 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. (<http://www.section508.gov/>). The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the *Code of Virginia*.

IX. METHOD OF PAYMENT

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

http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml

X. PRICING SCHEDULE

The Offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the University.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

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 SBSDD 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 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 F – OnPlanU Privacy and Security Policy

REDACTED.