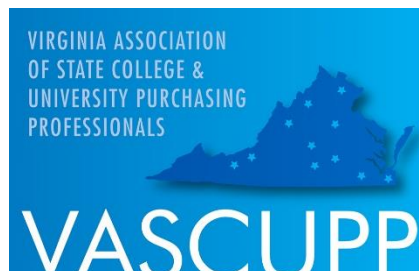**JMU**

JAMES MADISON
U N I V E R S I T Y ®

Request for Proposal

RFP# LBS-1035

Library Services and Discovery Platform(s)

April 16, 2019

JMU will be closed on May 27, 2019 for Memorial Day.

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# LBS-1035

Issue Date: **4/16/19**

Title: **Library Services and Discovery Platform**

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

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

Sealed Proposals Will Be Received Until <u>2:00 PM on May 30, 2019</u> for Furnishing The Services Described Herein. JMU will be closed on May 27, 2019 for Memorial Day.

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: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, smith2LB@jmu.edu; 540-568-7523; (Fax) 540-568-7935 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: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____   Title: _____

Web Address: _____   Phone: _____

Email: _____   Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

Rev. 11/29/18 LMF

REQUEST FOR PROPOSAL

RFP # LBS-1035

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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 a library services platform, or integrated library system, and discovery platform 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 university in Harrisonburg, Virginia that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 2,900 full-time and part-time faculty and staff.

JMU has been using Innovative Interfaces' integrated library system (ILS) since 1994 and is at present on Sierra version 4.1, with an in-house server and a hosted test/training server. JMU Libraries uses the ILS to perform business and back office functions including acquisitions, funding accounting, cataloging, authority control, holdings control, circulation, reserves, and campus departmental delivery. The Libraries also uses Innovative's Electronic Resource Management (ERM) system for tracking resource platforms, licenses, and title holdings. In addition, the ILS provides the web-based online public access catalog (OPAC) that serves as one major interface between the information resources managed by the libraries and our users. The Libraries also utilizes Sierra to produce statistical and collection management reports for local, state, and national reporting requirements and to inform collection decisions.

JMU currently uses Serials Solutions' 360 Core product to manage electronic journals and electronic book holdings, both in a Serials Solutions-hosted A-Z journal list and within the Sierra and ERM systems. Additionally, this product supports 360 Link, which is the link resolver software connecting records in one system to full-text in another system using the OpenURL protocol.

JMU currently interfaces Atlas' ILLiad and Aries system with its Sierra system for interlibrary loan and course reserve, respectively.

JMU Libraries has been using EBSCO Discovery Service since fall 2010 as our primary search and discovery point for the most common library research needs. A full data export is performed from the ILS into the discovery service on a monthly basis, with weekly updates to add new records and remove deleted records. Additional updates follow major e-resource package additions.

JMU Libraries consists of two (2) main libraries and two (2) branch locations https://www.lib.jmu.edu/spaces/ . There are currently 110 active ILS login accounts. Because the current system allows one login to use multiple ports, it is difficult to determine the number of simultaneous users logged in *(as opposed to ports used).*

Database
As of Fall 2018 JMU's ILS database record counts are as follows:

Bibliographic	1,500,029
Order	230,539
Checkin	26,678

Authority	379,286
Item	1,568,442
Patron	42,568
Course	221
Vendor	556
Resource	1,166
License	1,038
Contact	349
Invoice	30,051

Counts from JMU's Serials Solutions' knowledge base are as follows:

- Collections/databases: 681, which contain:
  - Journals *(unique titles, includes titles in aggregated collections):* 153,331
  - Journals *(total holdings, includes titles in aggregated collections):* 208,280
  - E-books *(unique titles, includes titles in aggregated collections):* 686,330
  - E-books *(total holdings, includes titles in aggregated collections):* 779,285

Counts from the ILS reflect the 5-year growth in the collections:

Collections Over Time (FY13-FY18)				
	FY13	**FY18**	**Total Growth (FY13-18)**	**% Change (FY13-18)**
Volumes/Pieces Held	633,551	655,990	22,439	4%
Monographs	494,180	520,499	26,319	5%
Periodicals	71,137	65,409	(5,728)	-8%
Scores	24,316	25,738	1,422	6%
Cartographic Materials	460	497	37	8%
Audio-visual Materials	43,141	43,442	301	1%
Manuscripts and Archives	317	405	88	28%
Microforms (pieces)	397,660	296,098	(101,562)	-26%
Resources	475,065	844,474	369,409	78%
Ejournals	15,712	19,211	3,499	22%
Ebooks	375,888	607,194	231,306	62%
Databases	448	321	(127)	-28%
Streaming media	83,017	217748	134,731	162%

Other Systems

The University uses the Oracle/PeopleSoft Campus Solutions, Human Capital Management and Financials which includes support for financial management, human resource management and student administration. JMU's suite of applications, in addition to PeopleSoft includes other applications running Oracle's relational database management system (RDBMS) on architecture consisting of Red Hat Linux and Windows Server 2008. The library system relies on JMU's HR and Student systems for patron loads. Additionally, the Libraries also receives patron data from the

University's Peoplesoft financial system. The University issues a single e-ID and password to campus constituents. On-campus applications utilize LDAP services and DUO for authentication. Off-campus resources utilize OpenAthens or Shibboleth and InCommon federation services paired with DUO two-factor authentication.

The Libraries also interfaces or plans to interface with a number of vendors for such functions as uploading records, electronic ordering, electronic invoicing, and electronic claiming. ProQuest/Coutts and EBSCO/GOBI Library Services are among the vendors from which the Libraries currently receives EDIFACT ordering and invoice files.

JMU Libraries obtains MARC bibliographic records, often with attached financial, order, and item metadata, from a variety of sources; including, but not limited to OCLC, Marcive, book and electronic resource vendors, and other Virginia libraries. It is anticipated that the number of sources of metadata will continue to increase.

The Libraries is currently using OCLC's WorldShare Management Services for tracking and sharing of e-journal and e-book holdings.

LibGuides serves as the Libraries' A-Z Resource (Database) List and to provide detailed information for users on online content (e.g., e-journals, e-books, streaming media).

Bepress Digital Commons, NJEdge's Illumira, JSTOR Forum, and Preservica are some of the products that serve as solutions for the Libraries' digital content. A Lyrasis-hosted ArchiveSpace and Atlas' Aeon serve as the Libraries' primary management tools for its unique and rare collections.

Circulation

The main libraries and each branch perform circulation/reserve activities. Each library has its own circulation policies. Below are the JMU Libraries circulation statistics.

Circulation Statistics, James Madison University Libraries, FY17 and FY18		
Libraries	Circulation Charges & Renewals FY17	Circulation Charges & Renewals FY18
Carrier Library	47,477	39,690
Rose Library	19,738	15,401
Music Library	4,710	4,712
ETMC	5,770	5,420
TOTALS	**214,875**	**190,605**

Circulation Charges & Renewals are checkouts and renewals of physical items. Counts transactions, not the number of borrowers. Transactions include general collections; physical reserve; non-laptop equipment; and laptops. Includes transactions for interlibrary loans to other institutions.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women

and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

JMU is seeking a library services platform (integrated library system) and related solutions to support back-end and business workflows and to provide an intuitive user interface for library patrons to discover and access relevant materials. Proposed solutions may support centralized hosting either on-premise by JMU or off-premise by the vendor under a traditional hosting contract or a Software-as-a-Service (*SaaS*) contract.

It is expected that any proposed system will already be fully developed, tested, offered publicly for sale and available immediately for installation. For this project, the University is not interested in a custom developed system. The Offeror shall have available and be able to demonstrate the use and functions of the following components and/or features for an integrated library system or library services platform.

A. General Overview

1. Describe the overall suite of your company's ILS-related products.

2. Provide all licensing agreements, documents, and/or standard terms and conditions that your firm would request become part of a resulting contract.

3. Describe the extent to which your ILS software interoperates with the systems and solutions JMU currently uses (detailed in the Background section), including Serials Solutions 360 Suite, EBSCO Discovery Service, WorldShare Management Services, and ILLiad, Aries, and Aeon.

4. Describe library and industry standards, formats, data types, and protocols supported.

5. Describe copyright compliance and access control.

6. Describe your relationship with the vendor(s) of any third-party tools (*i.e., reporting tools, linkresolvers, discovery tools, cloud services, 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*). Provide any associated cost in Section X. Pricing Schedule.

7. Describe active user groups and how they function.

8. Describe the development methodology used for your system. Provide details about the testing phases, and the roles of the people involved in the development of the software.

9. Describe process for determining enhancements that will be made to the application software.

10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset. Specifically, explain your system's potential for integration with other systems using Learning Tools Integration specification (http://www.imsglobal.org/lti/). Provide details for any and all functions of the system that can take advantage of APIs, including acquisitions, e-resources,

metadata/cataloging, circulation, discovery, end-user interfaces, mobile interfaces, collection reporting, digital content management systems, and open source technologies.

B. Offeror Data

1. Experience: Describe offeror's experience in providing the proposed resources to academic libraries. Provide the list of academic libraries where this system is currently running in a production environment.

2. Longevity: Describe the length of time offeror has been actively engaged in providing the proposed resources to academic libraries. Describe your track record of developing and implementing such systems.

3. Personnel:

   a) Provide general descriptions of the educational background and experience of personnel with whom JMU staff will be expected to work with on a regular basis.

   b) Specify the total number and general level of experience of professional librarians and/or other technical specialists employed.

   c) Provide a specific representative *(include name. title, direct contact information, and length of time with the firm)* for the initial project and continued customer support and technical assistance during the term of the contract. Contractor shall be responsible for updating JMU with any change in representatives.

C. General Library Staff Functionality

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

2. Describe configurability of workflow(s) within and across application and across applications, modules or functions.

3. Describe the system's approach to codes, including locations, statuses, and resource types. Include details about codes from the library staff and administrative perspective, including ability to add and change codes. Include a list of all fields and code values for the system.

4. Describe how coding supports end-user interaction with the system.

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

6. Describe the extent to which library staff users can configure or customize the application, including views and menus. Define what customizable and configurable mean for your application.

7. Describe additional potential configuration and customizations process *(provide any associated cost in Section X. Pricing Schedule).*

8. Describe how configuration and customization will affect future releases of software (*e.g., level of support provided*).

9. Describe functionality integrated within the system that supports library staff workflows, differentiating between native workflow functions versus customizable workflow function.

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*).

11. Describe third party e-mailing or other protocol if this functionality is part of your solution. Specify the messaging service utilized by your system. Describe details of how message header information is created and can be customized (*e.g., the subject line, the "From" address.*)

12. Describe possibilities for single-sign on solutions to the system, such as Shibboleth and OpenAthens *(provide any associated cost in Section X. Pricing Schedule)*.

13. Describe all system requirements for public and staff desktop clients, if any, and web interfaces, including browser and/or operating systems and versions supported, necessary plug-ins, or browser configuration requirements.

14. Describe where client profiles and configurations are maintained (*i.e., on the server or on the workstation*).

15. Describe frequency and installation mechanism for upgrades to desktop clients and indicate programming language used.

16. Describe any mobile interfaces for library staff. Explain the difference between staff functionality on mobile interfaces versus desktop interfaces.

17. Describe how product(s) addresses accessibility for library staff interfaces 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*).

D. **Acquisitions and Financial Management Functionality-** <u>Describe</u> the proposed solution's acquisitions and fiscal management capabilities, including but not limited to each of the items below:

1. Acquisitions workflow for creation and placement of orders, including:

   a) single order entry and submission

   b) batch import from vendor systems

   c) checks to avoid duplication of orders or of owned titles

   d) batch submission to vendors

   e) accepting and storing communications from vendor (*e.g., order acknowledgements, order status updates, cancellation triggers*)

f) integration with vendor ordering portals

2. Updating and processing of orders, including both individual receiving and batch options.

3. Support for acquisition of items not requiring order or invoice, such as government documents and gifts.

4. Options for patron or faculty notifications of receipts.

5. Ability to handle and track blanket orders and approval plans with deposit accounts.

6. Ability to facilitate Patron Driven Acquisitions (PDA/PDD) plans for print and electronic resources.

7. Support for end-user purchase requests and Purchase-on-Demand (POD) plans for Interlibrary Loans (ILL).

8. Electronic invoicing. Specify accepted invoice file types.

9. Claiming process.

10. Single and batch order record deletion, including safeguards to prevent records with payments from being inadvertently deleted.

11. System tracking of complete order, invoice, and financial processing transactions and ability to provide a clear audit trail including the following:

    a) data tracked

    b) ability to report out

    c) length of time data may be stored

12. Coding capabilities to differentiate formats, locations, purchase models, payment types, etc.

13. Vendor information, including capabilities for storing and sharing vendor data and for monitoring vendor performance.

14. Posting of encumbrances and payments. Specify whether updates are done in real time or batch.

15. Fund structure.

16. Safeguards and system checks for preventing fund over-encumbrances, mathematical errors, and overpayments.

17. Credits, refunds, added charges, discounts, shipping and handling charges, and partial order.

18. Process for fiscal close.

19. Staff searching of financial information (*e.g., by invoice number, paid date, fund, etc.*).

20. Financial and statistical reporting, querying, and list creation, including export capabilities and compatibility with Microsoft Excel, Crystal Reports, and other third-party software.

    a) any limitations on size of report or query result set

    b) any limitations on type of information which can be queried

21. Interoperability with third party systems such as PeopleSoft for financial transactions and ILLiad or other ILL systems for purchase on demand.

22. Ability to query or automate any of the above functions, including use of APIs.

23. Describe other acquisitions and fiscal management capabilities unique or notable of the proposed system not addressed above.

E. **Serials Functionality-** <u>Describe</u> the proposed solution's serials management capabilities, including but not limited to each of the items below:

1. Overview of serials control features and workflows.

2. Capabilities for predicting patterns of chronology and enumeration and adjustment of these patterns.

3. Managing subscriptions to print resources.

4. Provisions for abbreviated records for inactive titles.

5. Ability to create and display local notes and special instructions, both public and nonpublic.

6. Handling of non-standard items (*e.g., multiple copies, volume sets, special issues, analytics, and supplements*).

7. Archiving and transfer of check-in information.

8. Statistical reporting, querying, and list creation, including export capabilities and compatibility with Excel, Crystal Reports, and other third-party software.

    a) any limitations on size of report or query result set

    b) any limitations on type of information that can be queried

9. Interoperability with third party systems for both descriptive and holdings metadata, claiming, order information, etc.

10. Specify capabilities for handling multiple formats of one title.

11. Specify capabilities for handling title and ISSN changes.

12. Describe capabilities for displaying holdings for multiple locations.

13. Specify capabilities for inputting an item-specific control number in barcode form at the point of check in.

14. Detail capabilities for claiming.

15. Describe binding management functionalities, including flagging titles for binding, reflecting binding statuses, collapsing holdings once materials have been bound, etc.

16. Describe other serials management capabilities unique or notable of the proposed system not addressed above.

F. **E-resources Functionality-** <u>Describe</u> the proposed solution's e-resource subscription and management capabilities, including but not limited to each of the items below:

1. Staff workflows for acquiring, renewing, and canceling e-resources including:

   a) databases

   b) e-journals, e-journal collections, aggregators, and full-text articles

   c) e-books, e-book collections and downloadable/loanable e-books

   d) streaming media and streaming media collections

   e) datasets

   f) other

2. Staff workflows for setting and maintaining holdings metadata for e-journals and e-journal collections, owned and leased.

3. All record structures and relationships including:

   a) multiple orders and resources on a single license

   b) multiple licenses for a single resource (*e.g., renewals, vendor changes*)

   c) links to vendor information

   d) individual titles within a collection

   e) ability to pre-populate fields, standardize terminology, etc.

4. Management of contracts, licenses, and other agreements, including ability to import, query, link, and store digital copies of agreements *(e.g., PDF, XML).*

5. Trials and resource evaluation.

6. Integration of e-resources into other system functionality (*e.g., acquisitions, serials, cataloging/metadata*).

7. Support for KBART, GOkb, TRANSFER, and other e-resource standards, initiatives and codes of practice.

8. Support for discovery and management of Open Access content.

9. Integration with third-party or open source ERMs.

10. Integration of e-resources into the public interface including:

    a) authentication (*OpenAthens, Shibboleth, SSL/VPN, etc.*)

    b) public and nonpublic notes

    c) downtime and technical alerts

    d) A-Z lists for journals, e-books, and databases.

11. OpenURL and link resolution. Include information on link resolver adherence to NISO's OpenURL standards. If there is no integrated OpenURL resolver, describe ability to integrate with a third party OpenURL application including these details:

    a) setup

    b) adding/removing resources

    c) any error reporting or support for resolving issues related to OpenURL linking

12. Describe capabilities for creating and maintaining URL data in the holdings and/or item record for making web-based materials accessible to patrons.

13. Describe capabilities for handling journal publisher transfer titles.

14. Management of e-resources and e-resource licensing, including any alerts or tickler features, including broken links, renewal notices, contract expirations, trial expirations, etc.

15. Ability to harvest, store, and report usage statistics.

16. Reporting, querying, and list creation, including export capabilities and compatibility with Microsoft Excel and other third-party software including:

    a) any limitations on size of report or query result set

    b) any limitations on type of information that can be queried

17. Integration with e-resource vendors for exchange of metadata, invoices, usage statistics harvesting, and resource management.

18. Integration of e-resources with third party solutions and library web spaces, such as LibGuides, Serials Solutions, OCLC, EBSCO, web publishing software, and content management systems for display purposes, sharing holdings with other systems, usage statistics harvesting, etc.

19. Specify capabilities for inputting an item-specific control number in barcode form at the point of check in.

20. Specify whether your product provides any aids in normalizing data, such as titles, ISBNs and ISSNs. Examples of the end use would be matching of print and electronic resources for overlap analysis and matching of electronic usage data from vendors to cataloged titles/collections.

21. Describe other e-resource subscription and management capabilities unique or notable of the proposed system not addressed above.

F. **Metadata and Cataloging Functionality-** <u>Describe</u> the proposed solution's metadata and cataloging capabilities, including but not limited to each of the items below:

1. Support of multiple metadata encoding schemas and content standards, including but not limited to Encoded Archival Description, Metadata Object Description Schema, Dublin Core, Visual Resources Association Core, and BIBFRAME or other RDF-based standards. Differentiate current, active features from planned or beta features.

2. Support for multiple cataloging rules, such as AACR2, RDA, and Descriptive Cataloging of Rare Materials.

3. Support for vocabularies in bibliographic and authority records from sources other than LC or PCC, such as AAT, GND, RDGENR.

4. Describe how the system provides help and support to staff learning and working with multiple schemas and cataloging standards.

5. Support for different call numbers schemas associated with the same bibliographic record (*e.g., Dewey, SuDoc, LC local*).

6. Support for linked records (*e.g., items which are bound together in a common collection and with shared holdings records, but with separate bibliographic records.*)

7. Support for multiple holdings locations and sub-locations.

8. Staff search capabilities including, but not limited to, regular expressions *(if so, which flavor),* capacity to save searches, capacity to save and edit search result sets, capacity to search across record types *(e.g., bibliographic, authority, order, holdings).*

9. Any limitations imposed on MARC 21 bibliographic, authority, or holdings records by the system.

10. Support for non-roman characters and diacritics.

11. Capabilities for importing bibliographic and holdings/item records in MARC and other metadata schemas from multiple sources (*e.g. OCLC, Marcive, Serials Solutions, book and e-resource vendors, OAI-compliant repositories*) including any capabilities for importing large files of records.

12. Updating records, including batch updates.

13. Support for automatic authority control, including any availability of dynamic cross-referencing, automatic suppression of blind cross-references, real-time heading conflict detection, and global heading change capabilities for authority control.

14. Safeguards, data validation, error detection, and other database system support for assuring accuracy and integrity of records.

15. Support for record overlay or import.

16. URL storage and linking capabilities, including link checking.

17. Capabilities for library staff to control the display of all record types in the public interface, including all MARC 21 fields and subfields.

18. Abilities to extract, manipulate, transform, and reload data. Specify the available data formats, such as MARC binary, XML, JSON, csv. Specify whether the system supports batch updating using regular expressions and if so, specify flavor.

19. Ability to export selected MARC fields and subfields, with and without delimiter coding.

20. Support for library-created transformation scripting, such as XSLT, XQuery, SPARQL Update.

21. Support for record versioning and rollback.

22. Support for bibliographic record templating.

23. Support for transferring item and order records across bibliographic records.

24. Support for setting holdings in OCLC from within the vendor system.

25. Support for printing spine labels.

26. Capabilities for enriching bibliographic records and displaying book jackets, TOC, book reviews, etc.

27. Reporting, querying, and record list creation, including export capabilities and compatibility with Microsoft Excel and other third-party software including:

    a) any limitations on size of report or query result set

    b) any limitations on type of information which can be queried

28. Describe other metadata and cataloging capabilities unique or notable of the proposed system not addressed above.

G. Circulation Functionality

1. Provide a brief overview of the circulation module functionality of the system.

2. Describe capabilities to allow multiple circulation units to retain individual circulation policies and procedures.

3. Describe how item type, location, and status codes can be defined and configured.

4. Specify whether the system can accommodate Code 39 barcodes with 10 digits using the following sequence: (start) number (line feed) (stop) with no check digit and with the first digit of "1" or "2" used to indicate an item record.

5. Describe options for uploading patron data from external sources (*i.e., university human resource and student information systems*).

6. Describe capabilities and safeguards for allowing library staff to override system limits.

7. Describe how the system calculates due dates.

8. Describe off-line circulation capabilities.

9. Detail system handling of financial transactions, including how they might be exported to another system.

10. Detail capabilities for patron notices, and to what extent processes can be automated and integrated into workflows. Specify whether notices can be customized, whether the system supports e-mail notices, and whether a specific sub-library can generate its own notices.

11. Describe the system's ability to generate any additional reports related to patrons, fines, etc., including ability to automate such reports or integrate into workflows.

12. Describe process for circulating uncatalogued materials.

13. Describe capabilities for indicating the status of items in the OPAC (*e.g., lost, on order, on reserve*) including the library's ability to define conditions and the process for adding and removing statuses.

14. Describe hold and recall capabilities, including abilities to specify hold / recall multiple volumes on the same record.

15. Describe system-generated and manual blocks including criteria used for system generated blocks, process for adding, removing and overriding blocks, and the effect of blocks on patron notices.

16. Describe the provision for handling delivery of materials to another location or a departmental mailbox or office.

17. Describe any abilities for the system to allow patrons to pay for fines or other bills, including credit cards, and the patron's campus account.

18. Describe abilities of the system to support communication with patrons, including instant messaging and inserting manual messages into library accounts.

19. Describe any integration between circulation and interlibrary loan software, including support for NISO Circulation Interchange Protocol (NCIP).

20. Describe options for patron self-checkout.

21. Describe privacy policies for patron information, including the ability to disable patron reading histories.

22. Describe other circulation functionality unique or notable of the proposed system not addressed above.

H. Course Reserves Functionality

1. Describe procedure for creating course records.

2. Describe capabilities for allowing multiple locations to create and maintain course reserves with distinct policies, codes, etc.

3. Describe the availability of an electronic request form for instructors to place materials on reserve.

4. Describe procedure for adding materials already in the catalog and for materials that are not part of the library collection. Specify whether original location is retained.

5. Describe provisions for removing items from course reserves (*e.g., scanning barcodes*).

6. Describe capabilities for archiving course records and reserves lists for future use.

7. Describe capabilities for tracking reserve usage.

8. Describe support for including a URL for an item on reserve.

9. Describe the capabilities for working with reserves materials in batches, including importing, viewing, exporting, and activating / de-activating things from reserves.

10. Describe capabilities for integrating course reserves functions into learning management systems (*e.g., Canvas*) or for the library to create bridges between course reserves and learning management systems.

11. Describe other course reserves capabilities unique or notable of the proposed system not addressed above.

I. Equipment/Room Scheduler Functionality

1. Describe the system's ability to schedule and reserve equipment, rooms, and other non-collection items, including, but not limited to, the ability to interact with the schedule of library hours and loan periods.

2. Describe capabilities for allowing multiple locations to create and maintain items with distinct policies, codes, etc.

3. Describe provisions for using barcodes or RFID for checking out equipment.

4. Describe capabilities for grouping and lending items as a whole *(e.g., camera, tripod, power cord).*

5. Describe options for listing features of rooms available for scheduling *(e.g., occupancy levels, equipment, furniture, location).*

6. Describe available analytics for use of equipment and rooms, including the library's ability to configure and customize tracked data and reports.

7. Describe other equipment/room scheduler capabilities unique or notable of the proposed system not addressed above.

J. Discovery Service Content and Metadata Functionality

1. Describe your overall approach to integrating the library's catalog records with additional metadata (*often called "discovery tool"*), including the tool's relationship to the library catalog, linkresolver, knowledgebases, etc.

2. Indicate which knowledgebase or systems may be indexed by public search engines *(e.g., Google, Google Scholar, Bing).* Describe any search engine optimization, customization and configuration options available to the Libraries.

3. Describe your relationships with journal article publishers/aggregators, abstract & indexing platforms, open access repositories, and other discovery metadata providers.

4. Provide a list of the content that may be included in the discovery service, including the level of indexing for each type of content or collection.

5. Describe the various ways an institution can import metadata into the discovery service, including the process for manual and automated updates and deletions.

6. Describe the level of control the institution has about what content is included or excluded, what fields are searched, and what fields are displayed.

7. Describe how library catalog metadata is mapped to the discovery tool's fields, especially facets and limiters. Include an explanation of the extent to which the institution can specify fields to be searched / included and to customize this mapping.

8. Describe the customizability and configurability of the discovery service, including the ability to have different instances of the discovery service with different customization, configuration, and content.

9. Describe the ability of the discovery tool to de-duplicate results before displaying to patrons.

10. Describe the way the discovery tool is able to use library catalog data, including authority information, status information, patron data, and circulation data.

11. Describe any integration of the discovery tool with course reserves, learning management systems (*e.g., Canvas*), LibGuides, or other user-services-related systems.

12. Describe updating processes for discovery service *(real time from catalog, lag time, etc.)*

13. Describe other discovery service content and metadata functionality that is unique or notable of the proposed system not addressed above.

K. End User (Public) Interface Functionality- In this section, describe all public interfaces for searching content, including discovery interfaces, or catalog interfaces.

1. Describe the interface(s) designed for the public to discover and access all types of resources in the system.

2. Describe how the public interface supports discovery of additional search tools, such as research databases or locally created subject guides, whether or not the contents of these tools/database are present within the system (*e.g., research databases portal, database recommender services, facets*).

3. Detail search capabilities, including keyword searching, left-anchored index searching (*i.e. left-anchored title searching*), controlled vocabulary searching, and call number searching. Explain how the system takes advantage of the library's structured metadata.

4. Describe the system's ability to support the user in browsing library collections by subject area, call number, title, etc. Explain how the browsing approach differs from searching, if applicable.

5. Explain the system's relevancy ranking and options for customizing it. Explain any different search "modes" for the user (*e.g., basic, advanced, "google-like" versus Boolean*) and how these affect the relevance algorithm(s).

6. Describe user-support search features that promote self-service, such as dictionaries, spell-check, and term suggestions (*e.g., Did you mean…*).

7. Describe the system's functionality related to searching for journals, including by title and by subject area, and how the holdings information is presented in an intuitive fashion.

8. Describe all pre- and post- search limit options (*e.g., language, location, availability, full-text*).

9. Describe all additional capabilities of the system for users when they are logged in (*e.g., personalization, customization, reading history, search history, setting up alerts, storing items in folder(s) and lists, renewing online*). Detail any integration with discovery tools and interlibrary loan software, including integration of patron account functions (*renewal, request, etc.*).

10. Describe public interface support for playing multimedia files, including audio and video, including information about options for embedding media.

11. Describe any affordances in the system for clarifying what type of thing an item is, including basic formats like book, book chapter, and article, video and more specialized document genres, such as reference books, government documents, and dissertations.

12. Explain the influence of system codes on how item formats / types are displayed in the interface and how the user can intuitively create limits to desired types of items.

13. Describe any support for integrating reference works into the user interface, including use of tables of contents and indexes of print or electronic works. Describe how reference works are displayed in the interface.

14. Describe how the public interface displays relevant information about e-books, including discussion of the user interface's flexibility for adapting to changing e-book models and options over time.

15. Specify supported browsers, noting any necessary plug-ins, and helper applications (*e.g., Flash*). Note any browser configuration settings required for use of the interface, such as security settings, JavaScript settings, and cookie settings.

16. Describe the way the system uses authority records to support end user queries and any options for the institution to customize this use.

17. Describe how the interface uses metadata to support linking to other records and searches, both within and without of the system (*e.g., using subject fields to launch a subject search; "view similar titles"*).

18. Describe the system's interface support for helping users understand related works, compilations, and series.

19. Describe how diacritics and non-roman characters appear in the public interface(s).

20. Describe any use of linked data (*either as a provider or consumer of linked data*) to support end user discovery.

21. Describe user interface and functionality for access to course reserves materials.

22. Describe capabilities for providing custom electronic forms for common types of patron requests (*e.g., suggestions, hold requests*).

23. Describe any integration of technical support requests / feedback requests from end-users to the library concerning records in the system.

24. Describe features to support user creation, saving, export, and formatting of lists, including the ability to format such lists in scholarly style, export, email, or save.

25. Describe user ability to share discoveries with others via social media, including lists, records, and searches.

26. Describe any limitation on making durable URLs to public interface screens, including search results sets, search results sets with limiters applied, and individual records.

27. Describe how the system helps the user find and retrieve physical items once discovered, such as interactive library maps, texting call numbers, and similar affordances.

28. Describe public web interface customization options available to the library, including details about including / suppressing specific fields in various views (*results sets, individual records*), and linking fields. Also, describe the capabilities for creating separate instances (*i.e., profiles*) of web interfaces (*e.g., a music interface*). Include information about how the library can integrate its chat service, library web guides (*e.g., LibGuides*), and other services into the interface.

29. Describe the ways in which the user interface(s) takes advantage of responsive design techniques.

30. Describe abilities for the library to create its own interface(s) using data from the system (*e.g., through APIs, direct database connections, web services requests*).

31. Describe ability to customize "help" for end user.

32. Describe other end user (public) interface capabilities unique or notable of the proposed system not addressed above.

L. Linking Interface Functionality

1. Describe interfaces that support linking the user from record views to full manifestations of items (*e.g., full-text articles, streaming audio*).

2. Describe support for additional types of links using bibliographic information, such as links to bibliographic citation management software or third party web sites.

3. Describe ability to use third party metadata about journals (*e.g., Ulrich's*) to assist the user in differentiating among journal titles, for example, clarifying title changes over time, or differentiating among similarly-named journal titles.

4. Describe the options and logic for connecting the user directly to full-text versus offering them a menu of options.

5. Describe all customization and configuration options for the ordering, display, and logic of linking users to the full manifestations of items. Describe the interface(s) or procedure(s) whereby the library would make or request changes.

6. Describe any integration of technical support requests / feedback requests into the linking interface (*for users to submit questions or problem citations*).

7. Describe other linking interface capabilities unique or notable of the proposed system not addressed above.

M. End User (Public) Mobile Interface Functionality

1. Describe your overall approach to providing mobile access to the system, including your firm's technology roadmap for support of hand-held computing devices.

2. Describe the full-featured user-experience with hand-held computing devices. List common hand-held device OS versions supported by the product (*smart phones and tablet operating systems such as iOS, Android, Windows Phone 10, etc.*).

3. Describe any different user interface requirements for tablets devices versus smart phone devices.

4. Describe which specific features of the product have undergone a user interface redesign for smart phone/tablet devices.

5. Describe the customization options available to the institution related to the mobile interface or responsive design settings that facilitate mobile access.

6. Describe how the product deals with patron privacy using wireless or networked technology.

7. Describe other end user (public) mobile interface capabilities unique or notable of the proposed system not addressed above.

N. Collections Information and Reporting Functionality

1. Provide an overview of the system's capabilities for producing reports.

2. Provide an overview of any preset or configurable dashboards generated by the system.

3. Describe the system's capability to handle inventory of the collection.

4. Describe options to allow the Libraries to compile statistical data required for university, state, federal, and other reporting.

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

6. Describe support for automated creation and dissemination of reports.

7. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user. Describe the process for staff to create reports using a query language.

8. Describe any limitations on manually created queries, including which records can be included in queries together. Is there a distinct relationship between item and order records linking cost of items and usage of items?

9. Describe all reporting tools supported and how they integrate with the product including any direct access capability your product provides where desktop software like Excel, Access and SQLServer can link real-time to system data. Specify methods used and software supported.

10. Describe reporting output formats available.

11. Describe any data visualization capabilities for reporting data and capacity for interfacing with data analysis and visualization software, such as Tableau, Visual Analytics, SAS, or SPSS.

12. Explain circulation reporting for tangible items, including details about how circulation events are recorded, and the ability of the library to generate reports using historical information.

13. Describe how your product retrieves, stores and reports electronic resource usage, including SUSHI and supported COUNTER and non-COUNTER formats. Detail the ability for users to import usage data.

14. Describe the system's ability and capacity for storing historical usage data and report specifications that might be used for repeated reports.

15. Describe any additional analytic capabilities for evaluating collections use. Examples of such capabilities include:

    a) web traffic reports

    b) material counts

    c) material costs

    d) financial summaries

    e) cost per use

    f) pre-built reports for librarian selectors to track funds

    g) system-wide reports (*number of log-ins, number of duration and time of visits, system utilization*)

    h) reports on tool usage by students/faculty to support development of training for faculty

16. Describe other collections information and reporting capabilities unique or notable of the proposed system not addressed above.

O. Digital Content Functionality

1. Provide an overview of how your solution houses, creates, stores, makes discoverable and or delivers locally created digital content.

2. Describe supported formats, including multimedia formats; describe any limitations on digital content (*e.g., file size, total amount of material that can be archived*).

3. Describe how your solution will provide library users with an interface that searches disparate resource silos (*e.g., local returnable and/or digital collections, vendor-supplied electronic resources, manuscripts and archival material, etc.*); retrieves relevant items available to them regardless of format or physical location; and displays, organizes, and limits search results in an understandable manner.

4. Describe your system's digital asset management tools. (*including ingestion, metadata editing, collection organization, and rights management aspects*).

5. Describe how the system integrates finding aids with digital content.

6. Specify any optimization available for content discovery through discovery tools (*e.g., public search engines such as Google Scholar, library-specific products such as ProQuest Summon, EBSCO Discovery Service, or Ex Libris Primo or AI-driven services that analyze unstructured text such as Yewno*).

7. Describe the tools for web-based presentation of multimedia content, including data files, sound, images, and video.

8. Describe the ability to create exhibits or collections of items within the repository, both by the institution and end users.

9. Describe other options for the user to interact with collection items (*e.g., commenting, tagging*).

10. Describe the options available for adjusting the user interface for institutions, including branding, display options, search logic settings, and adding widgets (*e.g., chat reference*).

11. Describe how staff manages digital content collections in this system.

12. Describe how the solution accommodates multiple content standards and encoding schemas including, but not limited to, Encoded Archival Description; Metadata Object Description Schema, Dublin Core, OAI-PMH, METS, RDF and Z39.50. Describe plans for incorporating future containers, alternative vocabularies and cataloging description methods.

13. Describe how this system facilitates workflows across multiple units managing digital collections at different parts of the process, from creation through discovery (*e.g., Special Collections, Scholarly Content Systems, Metadata and Cataloging*).

14. Describe any reporting capabilities for evaluating digital content holdings.

15. Describe processes, functions and methods for extracting and exporting files and metadata along with any limits on storage and numbers of files that can be extracted and supported in a batch mode.

16. Provide an outline of the long-term preservation strategy for content deposited in the system that provides details on vendor and customer responsibilities.

17. Describe other digital content capabilities unique or notable of the proposed system not addressed above.

P. System Administration Functionality

1. Provide an overview of the library system administrator's capabilities for configuring and customizing the system without vendor assistance.

2. Describe capabilities for producing system-related reports, including the availability of prepared reports and/or templates, custom reporting writing, and scheduling reports. List any third-party software packages (*e.g., Crystal Reports, Visual Basic*) recommended for custom reports. Include a list of the available prepared reports and/or templates. Examples of reports could include but are not limited to:

   a) reports about how often various staff functions are used

   b) reports related to user accounts

   c) number of duration and time of visits

   d) system utilization / load information

3. Describe system support for defining and creating user accounts, including how accounts are assigned permissions to perform various actions in the system. Also, discuss the process

for maintaining and deleting user accounts, including automated reminders to users and administrators (*e.g., periodic password reset reminders*).

4. Describe the interface(s) available for system administration.

5. Describe staffing requirements and technical skills required to support the proposed system.

6. Describe how your system's API could be used to extend system administration functionality.

7. Describe other system administration capabilities unique or notable of the proposed system not addressed above.

Q. Database

1. Describe general database structure including record types and structures, and relationships between records, including E-R diagram(s).

2. Explain the system's ability to link the cost of a resource to the item itself, including item usage.

3. Describe abilities for the library to connect to, query, and modify the underlying database.

4. Describe documentation available for the database.

5. Describe index structure and indexing capabilities.

6. Describe any capabilities to extract and manipulate data for external sources (*e.g., OCLC, document supply vendors, electronic database vendors*), desktop applications (*e.g., Microsoft Access, Excel*), and/or reloading into the system.

7. Describe the system's approach to locking records, explaining which type(s) of actions place locks on fields and/or records.

8. Describe other database capabilities unique or notable of the proposed system not addressed above.

R. Services

1. Provide a catalog of training options with detailed descriptions *(provide options for both technical staff and end-user training).* Provide any associated cost in Section X. Pricing Schedule.

2. Describe other services available from your firm that may be included in the final contract and provide any associated cost in Section X. Pricing Schedule.

   a) software development
   b) project management
   c) architecture and design
   d) capacity planning

e) installation and configuration
f) performance and scalability
g) conversion
h) monitoring, administration and upgrades
i) operations metrics
j) other

3. Describe the support options available through your company including ongoing support of the application. Describe which portions of support to be performed by JMU versus your firm *(provide any associated cost in Section X. Pricing Schedule).*

4. Describe procedures for JMU to report problems.

5. Specify the criteria used by your firm to determine high-priority, urgent support need versus low priority. Provide response time for all levels of support.

6. Describe your escalation procedure.

7. Describe your customer resource site (*e.g., documentation, troubleshooting FAQ, product information, release notes, upgrades and patch information*). Describe the extent to which customers can customize or add content to the site.

8. Specify warranty period and coverage for all proposed hardware and software.

9. Specify customer support hours and any limitations on support outside of normal office hours. Specify emergency call response time.

10. Provide the business address(es), telephone number(s), e-mail address(es), and fax number(s), for office(s) providing support. Specify any third party involved in support and maintenance.

S. Implementation and Migration Plan

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

2. Describe your data migration plan and methodology for migrating from Innovative Interfaces Sierra, including:

   a) how the integrity and quality of the data will be maintained during the migration process

   b) library and vendor roles and responsibilities in the data migration process

   c) the required involvement of library staff in the migration process.

3. Describe communication channels that the library and vendor will follow during the project.

4. Describe the implementation training program content, method of delivery, and materials.

5. Describe the options available for post-implementation training (*e.g., 6 months or 1 year*

after switch to production).

6. Describe your approach with regard to configuration and customization by the library during implementation. Specify and describe the tools that will be available for library staff to configure and customize various parameters.

7. Describe your approach to test, development, and production environments.

8. Describe how this system will enable decommission of one or more of the following: III Sierra ILS, III Electronic Resource Management system, Serials Solutions 360 Core and 360 Link, EBSCO Discovery Service.

T. Technical

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients, if any, and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.

2. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.

3. Describe supported server hardware and/or virtualized platforms. If virtualization is supported, specify which virtualization technologies and describe the components that can be virtualized. Describe support for the following operating systems: Linux and Windows.

4. Describe support for load balancing and system failover including any and all vendor specific preferences. Also, include any vendor specific configuration guides. Explain what actions might create a load issue in the system, and what the effects are.

5. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.

6. Describe the system capabilities and options for the backup and restoration of the system components (*e.g., database, configuration files*).

7. Describe the average client response time for all the various functions of the proposed system.

8. Describe services not available during scheduled maintenance.

9. Describe any features of your application that do not support the Macintosh OS. Describe any changes to default browser or client security settings.

10. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.

11. Describe support for real-time access to data through some other method (*e.g., on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content*

and applications).

12. 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 any associated pricing in Section X. Pricing Schedule).* Provide a full list of application connectors. Describe any other methods of integration supported.

13. Describe the ability for your product to create consumable web standards-based content (*e.g., RSS feeds, hcard, ical, and other microformat specifications*), the ability to pull XML/JSON based content from your system, and any APIs (*RESTful or otherwise*) supporting the delivery of such data/content.

14. Describe storage including file formats.

15. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (*e.g., command line tools, SNMP, and GUI*).

16. Provide information about the number and duration of downtime incidents in the past year.

17. Specify any limits on the number of concurrent sessions supported by the proposed system.

18. Describe life expectancy for any hardware that is part of this proposal.

U. Security

1. Describe handling access to licensed/copyrighted content where access must be restricted.

2. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (*e.g., individual accounts, IP address, UNIX groups, LDAP groups, Active Directory accounts*).

V. 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 maintenance and support offered *(provide any associated cost in Section X. Pricing Schedule).*

2. Describe the nature of continuing research and development performed to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.

3. Describe the nature of system enhancements in development that are scheduled for release in the next two years.

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

W. Privacy

1. Provide your privacy statement.

2. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*). For the information identified:

   a) Specify who collects the information

   b) Specify why the information is collected

   c) Describe how the information is collected *(explicitly, via Cookies, via Web Bugs, etc.)*

   d) Describe how the information is used

   e) Specify how long the information is retained and the library's' ability to customize and configure retention policies

   f) Describe how the information is stored and kept

   g) Describe how the information is secured

3. Specify whether <u>you share information with another party</u>. If information is shared with another party, respond to Items a. through h.:

   a) Identify the type/specific information being shared (*User Date – Anonymous or Personally Identifiable*)

   b) Specify who collects the information

   c) Specify why the information is collected

   d) Describe how the information is collected *(explicitly, via Cookies, via Web Bugs, etc.)*

   e) Describe how the information is used

   f) Specify how long the information is retained

   g) Describe how the information is stored and kept

   h) Describe how the information is secured

4. Specify whether you collect information on JMU or any party related to JMU from third parties. Respond to Items a. through j. :

   a) Identify the type/specific information being collected (*User Date – Anonymous or Personally Identifiable*).

   b) Specify who collects the information.

   c) Specify why the information is collected.

   d) Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*).

e) Describe how the information is used.

f) Specify how long the information is retained.

g) Describe how the information is stored and kept.

h) Describe how the information is secured.

i) Specify whether you share the information with another party.

j) Specify the transaction information collected/maintained.

X. **PCI Compliance:** Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

1. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.

2. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).

3. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

Y. **Trial Access, Administrative Documentation, and Demonstration**

1. Provide information/instructions for JMU to test the functionality of the proposed system through trial access. JMU should be able to access the trial via username and password access or via IP-authenticated access from the date that the RFP closes through award of the contract. The JMU IP addresses are 134.126.*.* Specify if the trial access is being provided on any server other than the normal production server. If possible, the trial system(s) should demonstrate all features and contain a roughly equivalent number of records to JMU's collections *(e.g. 1.3 million bibliographic records, 100,000+ journal subscriptions)* for purposes of evaluating system robustness and responsiveness.

2. Provide access to another customer's implementation of the proposed solution *(with their permission)* in order for JMU to test user experiences, including search and retrieval.

3. Provide access *(via link or other electronic means)* to the full technical and administrative documentation for the proposed system.

4. The University may request select offerors to provide an in-person demonstration of their proposed system on either July 23rd, July 25th, or July 30th, 2019. **Selected offerors will be given as much advance notice as possible; however, all offerors should maintain flexibility in scheduling during those days.**

V. PROPOSAL PREPARATION AND SUBMISSION

A. <u>GENERAL INSTRUCTIONS</u>

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** <u>and</u> **nine (9) 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 (one file) 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 all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information form 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 an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option

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

B.   SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. Offeror Data Sheet, included as *Attachment A* to this RFP.

4. 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.

5. Sign and return the JMU IT Services Addendum, included as <u>*Attachment D*</u> to this RFP, which shall be included as part of a resulting contract and govern in the event of conflict with all Contractor's license agreements, privacy policies, forms, etc.

6. Sign and return the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, included as <u>*Attachment E*</u> to this RFP, which shall be included as part of a resulting contract and shall govern in the event of conflict with all Contractor's license agreements, forms, etc.

7. Completed Higher Education Cloud Vendor Assessment Tool (HECVAT), included as <u>*Attachment F*</u> to this RFP. **The HECVAT should be returned as an Excel file on a CD or flash drive (reference Section V.A.1.b.).**

8. 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.

9. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI.   EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

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

5. Cost

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

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

VII. GENERAL TERMS AND CONDITIONS

A. <u>PURCHASING MANUAL</u>: 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. <u>APPLICABLE LAWS AND COURTS</u>: 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. <u>ANTI-DISCRIMINATION</u>: 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. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. <u>DEBARMENT STATUS</u>: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the

Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H.   <u>MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs</u>: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I.   <u>CLARIFICATION OF TERMS</u>: 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.   <u>PAYMENT</u>:

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*

2. To Subcontractors:

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

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

        (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

    b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. <u>PRECEDENCE OF TERMS</u>: 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. <u>QUALIFICATIONS OF OFFERORS</u>: 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. <u>INSURANCE</u>: 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. <u>ANNOUNCEMENT OF AWARD</u>: 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. <u>DRUG-FREE WORKPLACE</u>: 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 eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

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

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

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

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

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

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

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

X.   <u>E-VERIFY REQUIREMENT OF ANY CONTRACTOR</u>: 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.   <u>TAXES</u>: 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.   <u>AUDIT</u>: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B.   <u>CANCELLATION OF CONTRACT</u>: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C.   <u>IDENTIFICATION OF PROPOSAL ENVELOPE</u>: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

D.   <u>LATE PROPOSALS</u>: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility

of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. 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. <u>SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE</u>:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business

and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**.

K. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. <u>PUBLIC POSTING OF COOPERATIVE CONTRACTS</u>: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. <u>CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY</u>: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not

attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

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

R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates 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. This shall include FTI, which is a term of art and consists of federal tax returns and return information *(and information derived from it)* that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code *(IRC)* and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information *(PII)*. 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.

T.   CONTINUITY OF SERVICES:

 a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

  (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

  (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

  (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

 b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

 c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

U.   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 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.

V.   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:

 (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

 (ii) 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;

 (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) 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.*

W.   DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

X.   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.

Y.   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.

Z.   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.

AA. 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.

BB.   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.

CC.   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.

DD.   TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or 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.

EE.   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.

FF.   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 the 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. Vendor 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.

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/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-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 including, but not limited to, the following:

A. Licensing
B. Data Migration
C. Implementation Services
D. Customization and Configuration Cost
E. Ongoing Maintenance and Support
F. Integrations
G. Initial and Ongoing Training
H. Professional Services
I. All Other Cost (including optional costs)

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to https://usa.visa.com/support/small-business/regulations-fees.html and for questions https://usa.visa.com/support/small-business/regulations-fees.html.

XI.   ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Information Technology Services Addendum *(All Offerors are required to complete)*

Attachment E: Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form *(All Offerors are required to complete)*

Attachment F: Higher Education Cloud Vendor Assessment Tool (HECVAT)- attached as a separate Excel spreadsheet *(All Offerors are required to complete)*

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

    Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

    _____

    _____

    _____

    _____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the 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.*

<u>**Small Business:**</u>   "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.

<u>**Woman-Owned Business Enterprise:**</u>   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.**

<u>**Minority-Owned Business Enterprise:**</u> 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.**

<u>**Micro Business**</u> 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.

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____   Date Form Completed:_____

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

Offeror / Proposer:

_____   _____   _____
Firm   Address   Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

JMU

JAMES MADISON
U N I V E R S I T Y ®

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

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

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1)   This signed form;

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

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

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

CONTRACTOR: PURCHASING AGENCY:

By:_____   By:_____
        (Signature)   (Signature)

_____   _____
        (Printed Name)   (Printed Name)

Title:_____   Title:_____

ATTACHMENT D
James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: _____

PRODUCT/SOLUTION: _____

Definitions:
- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- University: "University" or "the University" means James Madison University, its trustees, officers and employees.
- University Data: "University Data" is defined as any data that the Contractor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- Personally Identifiable Information: "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by James Madison University under federal or Commonwealth of Virginia law.
- Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- Service(s): "Service" or "Services" means any goods or services acquired by the University from the Contractor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.

2. **Disclosure:** All goods, products, materials, documents, reports, writings, video images, photographs, or papers of any nature including software or computer images prepared or provided to the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

3. **Data Privacy:**
   a. Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law.
   b. University Data will not be stored outside the United States without prior written consent from the University.
   c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor will ensure that the Contractor's employees, and subcontractors when applicable, who perform work under the Agreement have received appropriate instruction as to how to comply with the data protection provisions of the Agreement and

have agreed to confidentiality obligations at least as restrictive as those contained in this Addendum.

      i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of the Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under the Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as required by law or authorized in writing by the University. Contractor acknowledges that its access to such records is limited to only those directly related to and necessary for the completion of Contractor's duties under the Agreement.

    d. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

4. **Data Security:**
   a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
   b. Contractor will store and process University Data in a secure site and will provide a SOC 2 or other security report deemed sufficient by the University from a third party reviewer along with annual updated security reports. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will obtain the security audit report from its hosting company and give the results to the University. The University should not have to request the report directly from the hosting company.
   c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring, and third-party penetration testing in providing services under the Agreement.
   d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. **Data Authenticity, Integrity and Availability:**
   a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is "preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic records as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
   b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.
   c. Contractor will maintain an uptime of 99.99% or greater as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. **Employee Background Checks and Qualifications:**
   a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Agreement including but not limited to all terms relating to data and intellectual property protection.
   b. If the Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Contractor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. **Security Breach:**
   a. Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
   b. Liability:
      i. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
      ii. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

8. **Requests for Data, Response to Legal Orders or Demands for Data:**
   a. Except as otherwise expressly prohibited by law, Contractor will:
      i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
      ii. consult with the University regarding its response;

<ol type="i" start="3">
cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
Upon the University's request, provide the University with a copy of its response.

<ol type="a" start="2">
Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of the Agreement. This shall include any data preservation or eDiscovery required by the University.
The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

<ol start="9">
Data Transfer Upon Termination or Expiration:
<ol type="a">
Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been returned or securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Contractor will also provide, as applicable, a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new service, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

Audits:
<ol type="a">
The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
If Contractor must under the Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):

i. American Institute of CPAs Service Organization Controls 2 (SOC 2) audit, or other independent security audit with audit objectives deemed sufficient by the University, which attests to Contractor's security policies, procedures, and controls. Contractor shall also submit such documentation for any third-party cloud hosting provider(s) they may use (e.g. AWS, Rackspace, Azure, etc.) and for all subservice providers or business partners relevant to the Agreement. Contractor shall also provide James Madison University with a designated point of contact for the SOC reports and risks related to the contract. This person shall address issues raised in the SOC reports of the Contractor and its relevant providers and partners, and respond to any follow up questions posed by the University in relation to technology systems, infrastructure, or information security concerns related to the contract.

ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement; and

iii. formal penetration test performed by qualified personnel of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under the Agreement.

c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement. The University may require, at University expense, the Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

11. **Compliance:**
   a. Contractor will comply with all applicable laws and industry standards in performing services under the Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.

   b. To the extent applicable to the design and intended use of the service, Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under the Agreement that conflict with the terms of the Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

IN WITNESS WHEREOF, the parties have caused this addendum to be duly executed, intending thereby to be legally bound. In the event of conflict or inconsistency between terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

<table>
<tr><td align="center"><u>JAMES MADISON UNIVERSITY</u></td><td align="center"><u>CONTRACTOR</u></td></tr>
</table>

SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

ATTACHMENT E
COMMONWEALTH OF VIRGINIA AGENCY
<u>**CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**</u>

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

CONTRACTOR NAME: _____

DATE: _____

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Vendor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) / / individual proprietorship / / association / / partnership / / corporation / / governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

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

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

       1.   **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**

       2.   **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**

       3.   **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**

       4.   **Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**

       5.   **Imposing interest charges contrary to that specified by the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment;**

       6.   **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**

       7.   **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**

8.   **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**

9.   **Delaying the acceptance of this contract or its effective date beyond the date of execution;**

10.   **Limiting or adding to the time period within which claims can be made or actions can be brought;**

11.   **Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;**

12.   **Permitting unilateral modification of this contract by the Contractor;**

13.   **Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;**

14.   **Obligating the Commonwealth to pay costs of collection or attorney's fees;**

15.   **Granting the Contractor a security interest in property of the Commonwealth;**

16.   **Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.**

17.   **Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.**

18.   **Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at** https://www.jmu.edu/financemanual/procedures/4215mie.shtml

This 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 _____   **CONTRACTOR by**_____

 Title _____   **Title**_____

Printed Name _____   **Printed Name** _____

April. 2017