JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6261

This contract entered into this 29th day of March 2022, by ThunderCat Technology, LLC 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 March 29, 2022 through March 28, 2027 with one (1) five-year renewal option.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal CMJ-1114 dated June 2, 2021:
  (a) The Statement of Needs,
  (b) The General Terms and Conditions,
  (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  (d) Addendum One, dated June 21, 2021.

(3) The Contractor's Proposal dated June 30, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated March 14, 2022.
  (b) JMU IT Services Addendum signed by Thundercat, dated March 16, 2022.
  (c) Boomi Master Services Agreement, signed here in which includes;
    i. Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, which shall govern in the event of conflict.
    ii. JMU IT Services Addendum, which shall govern in the event of conflict.

(4) Publicly Accessible Contract (PAC) Agreement, effective March 29, 2022.

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

CONTRACTOR:	PURCHASING AGENCY:
By: _____ (Signature)	By: _____ (Signature)
Jean Kim (Printed Name)	Colleen Johnson (Printed Name)
Title: Contracts	Title: Buyer Senior

Rev. 5/12/21

JAMES MADISON UNIVERSITY

RFP # CMJ-1114, Enterprise Integration Software (iPaaS)
Negotiation Summary for ThunderCat Technology
3/14/2022

1. Parties agree that items within this Negotiation Summary modify RFP# CMJ-1114 and the Contractor's response to RFP# CMJ-1114 and that this Negotiation Summary takes precedence in conflict.
2. Contractor's proposal pricing for James Madison University is hereby modified from the proposal, dated June 30, 2021 as follows:
    a. Thundercat Quote DV059049v3 attached below as Attachment A, is hereby incorporated to the contract.
    b. License Option 1 - Boomi Higher Ed Bundle
    $153,246.12 annual cost for the five (5) year initial term, no annual rise for the initial term.
        i. Includes:
            - Advanced Workflow
            - Advanced User Security for SOX Compliance
            - Version Control
            - Parallel Processing
            - Services Enablement (real time integration)
            - Atom Message Queuing
            - (2) Boomi Molecules for High Availability, Fail-over and Load Balancing
            - 15 Standard Production Connectors (Salesforce, ServiceNow, Redshift, etc.) https://help.boomi.com/bundle/connectors/page/c-atm-Application_connectors.html [help.boomi.com]
            - 25 Standard Test Connectors
            - 1 Enterprise Connector (SAP and Oracle E-business)
            - 2 Enterprise Test Connectors
            - **Unlimited FTP/HTTP/HTTPS/DATABASE/SFTP/DISK/MAIL Connections (Technology Connectors, i.e. Ellucian, Peoplesoft) https://help.boomi.com/bundle/connectors/page/c-atm-Technology_connectors.html [help.boomi.com]
            - API Management Tier 1 (up to 100,000 API calls/transactions per day)
            - Master Data Hub (up to 10,000 Golden Records)
            - Premier Support https://boomi.com/services/support/ [boomi.com] (25% of total annual licensing cost already included in bundle)
            - Boomi Client Success Manager
    c. Contract includes one optional five-year Renewal (paid annually) which shall be capped at no more than a 5% rise of contract costs at time of renewal.
    d. Off-Prem Implementation Remote - $66,800 includes (bill in arrears as completed):
        i. PM-R - Project Management-Hourly Consulting Remote, 24Hrs, Rate; $200.00, Total: $4,800.00

ii. TA-R - TechArch-Hourly Consulting Remote, 40Hrs, Rate; $300.00, Total; $12,000.00

iii. PS-R - ProServ-Hourly Consulting, 160Hrs, Rate; $250.00, Total; $40,000.00

iv. PS-JS - ProServ-JumpStart, 40Hrs; Rate $250.00, Total; $10,000.00

e. Optional additional costs:

i. API Management Tier 2 (up to 1,000,000 API calls/transactions per day) at $33,120 per year or $16,560 additional to upgrade from Tier 1: Sku API_Tier1-4

ii. Integration Flex (reporting) at $32,857.80 per year: Sku i-Flex

iii. Additional Standard Connector at $3,312 each per year: Sku C_Std1Yr

iv. Additional Standard Test Connector at $1,656 each per year: Sku STDCONNTEST

v. Additional Molecule (for High Availability and Load balancing) at $14,352 per year: Sku M_Mol1Yr

vi. Data Catalog License – 5 users – at $23,000/year: Sku DM-CAT-ED

f. VASCUPP members shall receive a 5% discount when utilizing the cooperative contract. Contract pricing for other agencies is subject to scope.

3. The attached Boomi Master Services Agreement (Attachment B) is hereby incorporated into the contract.

4. The following changes are mutually agreed to in regards to the terms and conditions of RFP# CMJ-1114:

a. Section VIII.F. Special Terms and Condition *Renewal of Contract* is replaced with the following:
RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for one five (5) year period under the terms and conditions of the original contract except as stated in 1. and 2. below. Contract price shall increase by a maximum of 5% over the prior term 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.

5. Thundercat Technology will make available additional goods and services from their catalog, which may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Pricing available upon request.

6. Should travel be required during the term of this contract (other than initial training), all travel expenses shall be in accordance with the U.S. General Services Administration (GSA) allowance for lodging, meals, and incidentals. http://www.gsa.gov/portal/content/104877 & http://www.gsa.gov/portal/content/101518

7. Contractor agrees that all exceptions taken within their initial response to RFP# CMJ-1114 that are not specifically addressed within this negotiation summary are null and void.

8. Contractor has waived confidential markers on proposal attachments.

9. Contractor has disclosed all potential fees. Additional charges will not be accepted.

UCPJMU6261
Attachment A

1925 Isaac Newton Sq. E, Suite 180
Reston, VA 20190
www.thundercattech.com

Tax ID: 26-1638572
Duns: 809887164
Cage Code: 50WM7

Customer
James Madison University

Colleen Johnson
(540) 568-3137
johns9cm@jmu.edu

Quote DV059049 v3
Quote Date:
03/25/2022
Expiration Date:
04/15/2022
ID: OPP - 34662
Ref# 33204017

ThunderCat Account Manager

Matt East
SLED Account Manager ThunderCat Technology LLC
A Service-Disabled Veteran Owned Small Business
SWaM Certified
1925 Isaac Newton Square E, Suite 180 | Reston, VA 20190
c: (703) 402-9929 meast@thundercattech.com

Contract Terms

Open Market

Payment Terms are NET 30

With the current COVID 19 pandemic, actual lead times may vary based on
vendor supply and demand

Year 1

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
1	E_Ent_Edit_1Yr	Enterprise Edition	12	$6,661.06	$79,932.72
2	C_Ent1Yr	Enterprise Connection	12	$0.00	$0.00
3	ENTCONNTEST	Enterprise Test Connection	24	$0.00	$0.00
4	C_Std1Yr	Standard Connection	120	$0.00	$0.00
5	STDCONNTEST	Standard Test Connection	240	$0.00	$0.00
6	UNLFTP	Unlimited FTP Connections	12	$0.00	$0.00
7	Envmts	Deployment Environments Enabled	12	$0.00	$0.00
8	Adv_Workflow	Advanced Workflow	12	$0.00	$0.00
9	SOA_Framework	Services Enablement	12	$0.00	$0.00
10	M_Mol1Yr	Molecule	24	$0.00	$0.00
11	SOAWORKER	Atom Worker	24	$0.00	$0.00
12	TESTSOAWORKER	Atom Worker - Test	24	$0.00	$0.00
13	AtomCloudAttachment	Atom Cloud Attachment	24	$0.00	$0.00
14	AtomCloudAttachment_test	Atom Cloud Attachment - Test	24	$0.00	$0.00
15	ParallelProcessing	Parallel Processing	12	$0.00	$0.00

Year 1

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
16	Adv_User_Controls	Advanced User Security	12	$0.00	$0.00
17	API_Tier1-4	API Management	12	$1,248.94	$14,987.28
18	STDCONNTEST	Standard Test Connection	60	$124.90	$7,494.00
19	MDM_Tier1-6	HUB Edition	12	$432.97	$5,195.64
20	C_Std1Yr	Standard Connection	60	$249.79	$14,987.40
21	PSupport	Premier Support	12	$2,554.09	$30,649.08
22	PM-R	Project Management-Hourly Consulting Remote	24	$200.00	$4,800.00
23	TA-R	TechArch-Hourly Consulting Remote	40	$300.00	$12,000.00
24	PS-R	ProServ-Hourly Consulting Remote	160	$250.00	$40,000.00
25	PS-JS	ProServ-JumpStart	40	$250.00	$10,000.00
				Subtotal:	**$220,046.12**

Year 2

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
26	E_Ent_Edit_1Yr	Enterprise Edition	12	$6,661.06	$79,932.72
27	C_Ent1Yr	Enterprise Connection	12	$0.00	$0.00
28	ENTCONNTEST	Enterprise Test Connection	24	$0.00	$0.00
29	STDCONNTEST	Standard Test Connection	240	$0.00	$0.00
30	C_Std1Yr	Standard Connection	120	$0.00	$0.00
31	UNLFTP	Unlimited FTP Connections	12	$0.00	$0.00
32	Envmts	Deployment Environments Enabled	12	$0.00	$0.00
33	Adv_Workflow	Advanced Workflow	12	$0.00	$0.00
34	SOA_Framework	Services Enablement	12	$0.00	$0.00
35	M_Mol1Yr	Molecule	24	$0.00	$0.00
36	SOAWORKER	Atom Worker	24	$0.00	$0.00
37	AtomCloudAttachment	Atom Cloud Attachment	24	$0.00	$0.00
38	TESTSOAWORKER	Atom Worker - Test	24	$0.00	$0.00
39	AtomCloudAttachment_test	Atom Cloud Attachment - Test	24	$0.00	$0.00
40	ParallelProcessing	Parallel Processing	12	$0.00	$0.00
41	Adv_User_Controls	Advanced User Security	12	$0.00	$0.00
42	API_Tier1-4	API Management	12	$1,248.94	$14,987.28

Year 2

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
43	MDM_Tier1-6	HUB Edition	12	$432.97	$5,195.64
44	C_Std1Yr	Standard Connection	60	$249.79	$14,987.40
45	STDCONNTEST	Standard Test Connection	60	$124.90	$7,494.00
46	PSupport	Premier Support	12	$2,554.09	$30,649.08
				Subtotal:	**$153,246.12**

Year 3

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
47	E_Ent_Edit_1Yr	Enterprise Edition	12	$6,661.06	$79,932.72
48	C_Ent1Yr	Enterprise Connection	12	$0.00	$0.00
49	ENTCONNTEST	Enterprise Test Connection	24	$0.00	$0.00
50	C_Std1Yr	Standard Connection	120	$0.00	$0.00
51	STDCONNTEST	Standard Test Connection	240	$0.00	$0.00
52	UNLFTP	Unlimited FTP Connections	12	$0.00	$0.00
53	Envmts	Deployment Environments Enabled	12	$0.00	$0.00
54	Adv_Workflow	Advanced Workflow	12	$0.00	$0.00
55	SOA_Framework	Services Enablement	12	$0.00	$0.00
56	M_Mol1Yr	Molecule	24	$0.00	$0.00
57	SOAWORKER	Atom Worker	24	$0.00	$0.00
58	TESTSOAWORKER	Atom Worker - Test	24	$0.00	$0.00
59	AtomCloudAttachment	Atom Cloud Attachment	24	$0.00	$0.00
60	AtomCloudAttachment_test	Atom Cloud Attachment - Test	24	$0.00	$0.00
61	Adv_User_Controls	Advanced User Security	12	$0.00	$0.00
62	ParallelProcessing	Parallel Processing	12	$0.00	$0.00
63	API_Tier1-4	API Management	12	$1,248.94	$14,987.28
64	MDM_Tier1-6	HUB Edition	12	$432.97	$5,195.64
65	C_Std1Yr	Standard Connection	60	$249.79	$14,987.40
66	STDCONNTEST	Standard Test Connection	60	$124.90	$7,494.00
67	PSupport	Premier Support	12	$2,554.09	$30,649.08
				Subtotal:	**$153,246.12**

Year 4

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
68	E_Ent_Edit_1Yr	Enterprise Edition	12	$6,661.06	$79,932.72
69	ENTCONNTEST	Enterprise Test Connection	24	$0.00	$0.00
70	C_Std1Yr	Standard Connection	120	$0.00	$0.00
71	C_Ent1Yr	Enterprise Connection	12	$0.00	$0.00
72	STDCONNTEST	Standard Test Connection	240	$0.00	$0.00
73	UNLFTP	Unlimited FTP Connections	12	$0.00	$0.00
74	Envmts	Deployment Environments Enabled	12	$0.00	$0.00
75	Adv_Workflow	Advanced Workflow	12	$0.00	$0.00
76	SOAWORKER	Atom Worker	24	$0.00	$0.00
77	SOA_Framework	Services Enablement	12	$0.00	$0.00
78	M_Mol1Yr	Molecule	24	$0.00	$0.00
79	AtomCloudAttachment	Atom Cloud Attachment	24	$0.00	$0.00
80	AtomCloudAttachment_test	Atom Cloud Attachment - Test	24	$0.00	$0.00
81	TESTSOAWORKER	Atom Worker - Test	24	$0.00	$0.00
82	ParallelProcessing	Parallel Processing	12	$0.00	$0.00
83	Adv_User_Controls	Advanced User Security	12	$0.00	$0.00
84	API_Tier1-4	API Management	12	$1,248.94	$14,987.28
85	MDM_Tier1-6	HUB Edition	12	$432.97	$5,195.64
86	C_Std1Yr	Standard Connection	60	$249.79	$14,987.40
87	STDCONNTEST	Standard Test Connection	60	$124.90	$7,494.00
88	PSupport	Premier Support	12	$2,554.09	$30,649.08
				Subtotal:	**$153,246.12**

Year 5

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
89	E_Ent_Edit_1Yr	Enterprise Edition	12	$6,661.06	$79,932.72
90	C_Ent1Yr	Enterprise Connection	12	$0.00	$0.00
91	ENTCONNTEST	Enterprise Test Connection	24	$0.00	$0.00
92	C_Std1Yr	Standard Connection	120	$0.00	$0.00
93	STDCONNTEST	Standard Test Connection	240	$0.00	$0.00
94	UNLFTP	Unlimited FTP Connections	12	$0.00	$0.00

Year 5

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
95	SOA_Framework	Services Enablement	12	$0.00	$0.00
96	Envmts	Deployment Environments Enabled	12	$0.00	$0.00
97	Adv_Workflow	Advanced Workflow	12	$0.00	$0.00
98	M_Mol1Yr	Molecule	24	$0.00	$0.00
99	SOAWORKER	Atom Worker	24	$0.00	$0.00
100	AtomCloudAttachment_test	Atom Cloud Attachment - Test	24	$0.00	$0.00
101	TESTSOAWORKER	Atom Worker - Test	24	$0.00	$0.00
102	AtomCloudAttachment	Atom Cloud Attachment	24	$0.00	$0.00
103	ParallelProcessing	Parallel Processing	12	$0.00	$0.00
104	Adv_User_Controls	Advanced User Security	12	$0.00	$0.00
105	API_Tier1-4	API Management	12	$1,248.94	$14,987.28
106	MDM_Tier1-6	HUB Edition	12	$432.97	$5,195.64
107	C_Std1Yr	Standard Connection	60	$249.79	$14,987.40
108	STDCONNTEST	Standard Test Connection	60	$124.90	$7,494.00
109	PSupport	Premier Support	12	$2,554.09	$30,649.08
				Subtotal:	**$153,246.12**

Quote Summary

Description	Amount
Year 1	$220,046.12
Year 2	$153,246.12
Year 3	$153,246.12
Year 4	$153,246.12
Year 5	$153,246.12
Grand Total:	**$833,030.60**

All purchase orders awarded to ThunderCat Technology must contain a shipping Point of Contact, Phone number and Email address.

UCPJMU6261 Attachment B

Boomi Master Services Agreement

This Boomi Master Services Agreement (the "Agreement") is made between James Madison University located at 752 Ott Street, MSC 5720 Harrisonburg, VA 22807 ("Customer") and Boomi, LP with its principal place of business at 1400 Liberty Ridge Drive, Chesterbrook, PA 19087 ("Boomi"). Customer's address will be either the address listed herein (if this Agreement is signed by Customer) or on the Boomi Order into which this Agreement is incorporated by reference.

1. Definitions. Capitalized terms not defined in context will have the meanings assigned to them below:

1.1 "Affiliate" means any legal entity controlling, controlled by or under common control with a party to this Agreement, for so long as such control relationship exists.

1.2 "Boomi Services" means one or more of the software services Boomi provides under this Agreement (such as the Boomi AtomSphere Service) and the Software to which Customer is given access in connection with such service (the "Software"), and exclude hardware, software, or services that are not "Boomi" branded or that are listed as third party products in an Order ("Third-Party Products").

1.3 "Documentation" means the user manuals and documentation that Boomi makes available for the Boomi Services.

1.4 "Support Services" means Boomi's maintenance and support for the Boomi Services as stated at www.boomi.com/legal/service and attached hereto as Exhibit A.

1.5 "Order" means the document by which Customer orders Boomi Services. Orders that both Customer and Boomi sign are governed solely by the terms of this Agreement and the applicable Order. Any conflicting or additional terms in or accompanying an Order are not binding on Boomi unless Boomi accepts such terms in writing. Each Order is subject to Boomi's approval and acceptance and represents the Customer's commitment to purchase and pay for the Boomi Services stated in the Order.

1.6 "Services Order" or "SO" means the document by which Customer orders consulting and/or training services, such as a Services Order Form or Statement of Work, which is governed by the Professional Service Addendum. Boomi, through its employees, agents and contractors, will perform the consulting and/or training services stated in the SO. Any conflicting or additional terms in or accompanying a SO are not binding on Boomi unless Boomi accepts such terms in writing. Each SO is subject to Boomi's approval.

1.7 "Professional Services" means the Activities or Project Deliverables identified in a Services Order and defined in the Professional Service Addendum (the "Addendum" or "Professional Service Addendum"), attached hereto as Exhibit B www.boomi.com/psaddendum. Customer's purchase of Professional Services, if any, is governed by this Agreement and the Addendum.

1.8 Boomi Data Catalog/Boomi Data Preparation terms are at www.boomi.com/DCatDPrepRider ("Catalog/Prep Schedule"); Customer's purchase of those products, if any, is governed by this Agreement together with and as modified by Catalog/Prep Schedule.

2. License.

2.1 General. Subject to the terms of this Agreement, Boomi grants to Customer, and Customer accepts, a nonexclusive, nontransferable (except as otherwise set forth herein) and non-sublicensable license to access and use the quantities of the Boomi Services identified in the applicable Order solely to support the internal business operations of itself and its Affiliates for the term stated on the applicable Order. If any Software delivered to Customer for Customer's installation and use on its own equipment is provided in connection with the Boomi Services, the license duration for such Software will be for the term stated on the applicable Order. Boomi reserves all rights it does not specifically grant hereunder.

2.2 Evaluation Use. If an Order indicates that the Boomi Services are to be used by Customer for evaluation purposes, or if access to the Boomi Services is otherwise obtained from Boomi for evaluation purposes, such as a free trial or a proof of concept, Customer will be granted a right to use the Boomi Services solely for Customer's own non-production, internal evaluation purposes (an "Evaluation Right"). Each Evaluation Right shall be for a period of up to 30 days (subject to Boomi's right to terminate the Evaluation Right in its sole discretion at any time) from the date of delivery of the credentials needed to access the applicable Boomi Services, plus any extensions Boomi grants in writing (the "Evaluation Period"). There is no fee for an Evaluation Right during the Evaluation Period, but Customer is responsible for any fees associated with usage beyond the scope permitted. Notwithstanding anything otherwise set forth in this Agreement, Customer understands and agrees that Evaluation Rights are provided "AS IS" and that Boomi does not provide warranties or Support Services for Evaluation Rights.

2.3 Use by Third Parties. Customer may allow its services vendors and contractors (each, a "Third Party User") to access and use the Boomi Services made available to Customer hereunder solely for purposes of providing services to support the internal business operations of Customer, provided that Customer ensures that (a) the Third Party User's access to or use of the Boomi Services is subject to the restrictions and limitations contained in this Agreement, and the applicable Order(s), (b) the Third Party User cooperates with Boomi during any compliance review and (c) the Third Party User promptly removes any Software installed on its computer equipment, environment and the integrated system(s) upon completion of its need for access or use permitted by this section.

3. Proprietary Rights. Each party reserves for itself all proprietary rights that it has not expressly granted to the other. Customer agrees that (a) the Boomi Services are protected by copyright and other intellectual property laws and treaties, (b) Boomi, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Boomi Services, (c) this Agreement does not grant Customer any rights to Boomi's trademarks or service marks; (d) Boomi owns, and retains all rights in, any statistical data and information related to the provision, performance, operation and use of the Boomi Services, including information generated by Customer use of Boomi Services, which Boomi may use such data: to provide the Services, to perform security and operations management, to protect against fraudulent or illegal activity, to create statistical and other analyses, for research and development purposes, in aggregated or deidentified form, and/or to improve and develop our products and services provided that any Customer data, Personal Data or Confidential Information used for any other Customer does not identify you or any individual.

4. Payment. Customer agrees to pay to Boomi the fees each Order or Services Order specifies. Customer will be invoiced promptly following execution of the Order or Services Order and Customer will make all payments due to Boomi in full within 30 days from the date each invoice was sent or such other period (if any) stated in an Order or Services Order. Customer will provide a Purchase Order ("PO") to Boomi prior to or at the time of execution, except if otherwise stated in the Order or Service Order. If Customer fails to provide the PO to Boomi, then Boomi will not be obligated to provide the Boomi and/or Professional Services until it receives the PO. All fees not subject to a good faith dispute and not paid when due shall accrue interest of 1.5% per month (or the maximum rate permitted by Commonwealth of Virginia law, if lower). Nonpayment may result in, without limitation, suspension of Customer's right to use the Service until payment is made.

5. Taxes. Customer is responsible for payment of any sales, use, value added, GST and any other similar taxes or governmental fees associated with Customer's Order. Customer is not responsible for taxes based on Boomi's net income, gross revenue or employment obligations. If Boomi is obligated by applicable law to collect and remit any taxes or fees, then Boomi will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Boomi with a valid certificate of exemption or other appropriate proof of exemption. In the event Boomi is to invoice Customer outside of the United States, then if Customer is required by law to make a withholding or deduction in respect of the price payable to Boomi, Customer will pay Boomi the amount necessary to ensure that the actual amount Boomi receives after deduction or withholding (and after payment of any additional taxes due because of such additional amount) equals the amount that would have been payable to Boomi if such deduction or withholding were not required.

6. Termination.

6.1 The term of this Agreement begins on the Effective Date in the relevant Order incorporating this Agreement, or, if executed by the parties, the last date of the signatures on this Agreement (the "Effective Date" (if only one date appears by the signatures, that date shall be the Effective Date)) and will continue until terminated as stated in this section. Unless otherwise stated in the Order: (a) Orders may renew at the end of the term of each Order for an additional one-year term(b) Orders will renew at a rate that is no more than 5% higher than the rate applicable to the renewal termup to, but not exceeding, the then-current list price. This Agreement or Orders or Services Orders may be terminated (a) by mutual written agreement of Boomi and Customer or (b) by either party for a material breach of this Agreement or an Order by the other party (or its Third Party Users) (1) upon 30 days following its receipt of notice of the breach where the breach is reasonably capable of being cured and the breaching party fails to cure to the non-breaching party's reasonable satisfaction or (2) with immediate effect where such breach is not reasonably capable of being cured.

6.2 Upon termination or expiration of this Agreement or an Order or Service Order for any reason, all rights granted to Customer for the applicable Boomi Services or Professional Services, respectively, will immediately cease and Customer will immediately: (a) cease using such services, (b) remove all copies, installations and instances of any Software from all Customer computers and any other devices on which the Software was installed, and ensure that all applicable Third Party Users do the same and (c) pay Boomi all amounts due and payable but not yet paid. In the event of termination by Customer due to Boomi un-remedied material breach of the Agreement, after notice and an opportunity to cure, Boomi shall promptly refund all prepaid unused fees for any Professional Services and subscription fee purchased from Boomi and related to the uncured, material breach, from the date that notice of breach was given by the Customer. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Customer shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

6.3 Any provision of this Agreement that requires or contemplates execution after termination of this Agreement or a termination or expiration of an Order or Service Order is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration including, without limitation, the Conduct, Payment, Proprietary Rights, Taxes, Termination, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information and General sections of this Agreement. Termination of this Agreement or a license will be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

6.4 If required by law enforcement or the legal process, or in the event of an imminent security risk to Boomi or its customers, Boomi may suspend Customer's use of the Boomi Services. Boomi will make commercially reasonable efforts under the circumstances to provide prior notice of any such suspension.

7. Trade Compliance. Customer's purchase of Boomi Services and access to related technology (collectively, the "Materials") are for its own use, not for resale, export, re-export or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported or transferred except in compliance with such laws including, without limitation, export licensing requirements, end user, end use and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities including, but not limited to, persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

"Excluded Data" means: (i) data classified or used on the U.S. Munitions list (including software and technical data); (ii) articles, services, and related technical data designated as defense articles and defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data. Boomi Services are not designed to process, store, or be used in connection with Excluded Data. Customer agrees that Customer is solely responsible for reviewing data provided to or accessible by Boomi to ensure that it does not contain Excluded Data.

8. Warranties and Remedies.

8.1 Warranties & Remedies. Boomi warrants that, during the term of an Order, the applicable Boomi Services will (a) substantially conform to the applicable Documentation (the "Operational Warranty"); and (b) be available subject to the description in Boomi's SLA at www.boomi.com/sla and attached hereto as Exhibit C (the "SLA") 24 hours a day, seven days a week except for scheduled maintenance, the installation of updates and factors beyond the reasonable control of Boomi (the "Availability Warranty"). Customer's sole and exclusive remedy and Boomi's sole obligation for any breach of the Operational Warranty or Availability Warranty will be for Boomi to provide a fix or reasonably accepted workaround for the Boomi Services and for Boomi to provide Service Level Credits as defined at the SLA.

8.2 No Further Warranties. Except as expressly stated in this Agreement, and to the maximum extent permitted by applicable law, with regard to Boomi Services, Boomi makes no other express warranties, written or oral, and disclaims all implied warranties. Insofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance or usage of trade. Boomi does not warrant that the Software will operate uninterrupted or that it will be free from defects or that it will meet Customer's requirements. Boomi does not warrant or indemnify Third-Party Products, and Boomi's security, any disclosure of subprocessors, and product documentation information do not apply to Third-Party Products. Any details on the specifications and product documentation for Third-Party Products, as well as the security policies and assurances (including any subprocessor names) for Third-Party Products, shall be as provided by the applicable third party, not Boomi, unless otherwise specifically acknowledged in an agreement executed by Boomi.

8.3 High Risk Disclaimer. Customer understands and agrees that Boomi Services are not fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including any application where failure or malfunction can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (a "High Risk Environment"). Any use of the Boomi Services by Customer in a High Risk Environment is at Customer's own risk; Boomi, its Affiliates and suppliers will not be liable to Customer in any way for use of the Boomi Services in a High Risk Environment, and Boomi makes no warranties or assurances, express or implied, regarding use of the Boomi Services in a High Risk Environment.

9. Infringement Indemnity.

9.1 Boomi will defend Customer from and against any claim, suit, action, or proceeding brought against Customer by a third-party to the extent it is based on an allegation that the Boomi Services infringe any patent, copyright, trademark, or other proprietary right enforceable in a country that is a signatory to the Berne Convention, in which Boomi has authorized Customer to use the Boomi Services, including, but not limited to the country to which the Boomi Services is delivered to Customer, or misappropriates a trade secret in such country (a "Claim"). Boomi will indemnify the Customer by paying (a) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third-party Claim, or (b) the amounts stated in a written settlement negotiated and approved by Boomi. Boomi's obligations under this Infringement Indemnity Section are conditioned upon Customer (i) giving prompt written notice of the Claim to Boomi, (ii) permitting Boomi to retain control of the investigation, defense or settlement of the Claim, and (iii) using all reasonable efforts to mitigate any actual or anticipated claims and providing Boomi with cooperation and assistance as Boomi may reasonably request in connection with the Claim. Boomi will have no obligation hereunder to defend Customer against any Claim (a) resulting from use of the Boomi Services other than as authorized by this Agreement, (b) resulting from a modification of the Boomi Services other than by Boomi, (c) to the extent the Claim arises from or is based on the use of the Boomi Services with other products, services, or data not supplied by Boomi and not Boomi-branded if the infringement would not have occurred but for such use, (d) based on Customer's use of a superseded or altered release of any code, document, service, product, or deliverable after Boomi has recommended discontinuation, if the infringement would have been avoided by use of a current or unaltered release made available to Customer, (e) if Customer is in material breach of this Agreement, or (f) based on any Boomi modifications made pursuant to instructions, designs, specifications or any other information provided by or on behalf of Customer, if any.

9.2 If, as a result of a Claim or an injunction, Customer must stop using any portion of the Boomi Services ("Infringing Services"), Boomi may at its expense and option either (i) obtain for Customer the right to continue using the Infringing Services, (ii) replace the Infringing Services with a functionally equivalent noninfringing Services, (iii) modify the Services so that they are non-infringing, or (iv) terminate the availability of the Infringing Services and refund the unused pro-rated portion of any fees pre-paid by Customer allocable to such Infringing Services. To the extent that Boomi delivers any documentation, training materials, or other written materials or software to Customer for a fee under the Professional Services Addendum, such items will be treated as Boomi Services within the scope of, and subject to the limits of, this Section. This Section states Boomi's entire liability and its sole and exclusive obligations for a Claim.

10. Limitation of Liability.

10.1 In no event will Customer or Boomi or its Affiliates be liable for (a) any indirect, incidental, punitive, exemplary, special or consequential loss or damage of any kind, or (b) loss of revenue, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to, or corruption of data, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort, or otherwise except for: any breach of the Customer Conduct section of this Agreement and any amount which Boomi is liable to pay to a third party under the Infringement Indemnity section of this Agreement, or any liability to the extent liability may not be excluded or limited as a matter of applicable law.

10.2 The maximum aggregate and cumulative liability of Customer and Boomi and each of their Affiliates, for damages under this Agreement, whether arising in or for breach of contract, tort, or otherwise, will not exceed the greater of the amount paid and/or owed for the Boomi Services or Professional Services during the 12 months preceding the breach or USD$500.00, except for:

A. Boomi's express obligations under the Infringement Indemnity section of this Agreement;

B. Customer's breaches of the Conduct, and Use by Third Parties sections of this Agreement; C. Boomi's costs of collecting delinquent amounts that are not subject to a good faith dispute; or

D. Any liability to the extent liability may not be excluded or limited as a matter of applicable law.

SUPER CAP LIMITATION OF LIABILITY: IN ADDITION TO ANY OTHER REMEDIES ALLOWED UNDER APPLICABLE LAW, FOR ANY BREACH OF THE PERSONAL DATA SECTION OF THE AGREEMENT (SECTION 12) OR FOR ANY SECURITY BREACH CAUSED BY BOOMI (OTHER THAN A SECURITY BREACH CAUSED BY BOOMI'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, THE DAMAGES FOR WHICH REMAIN UNCAPPED), THE AGGREGATE AND CUMULATIVE LIABILITY FOR SUCH BREACH SHALL NOT EXCEED THE AMOUNT EQUAL TO THREE TIMES (3X) THE AMOUNT PAID UNDER THE AGREEMENT FOR THE BOOMI SERVICES OR PROFESSIONAL SERVICES DURING THE 12 MONTHS PRECEDING THE BREACH, UP TO FIVE HUNDRED THOUSAND DOLLARS ($500,000).

10.3 Nothing herein waives or limits any claim of either party for violating the intellectual property rights of the other, including use of intellectual property outside of the applicable license scope.

10.4 Limitations on Damages. The limitations, exclusions and disclaimers stated apply to all disputes. The terms of this section are agreed allocations of risk constituting part of the consideration for Boomi's and/or its Affiliates' sale of products and services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities. In no event may Customer bring any claim against a contractor, licensor or supplier to Boomi for a matter associated with performance of this contract, beyond the amounts and theories of liabilities permitted if asserted against Boomi itself.

10.5 Regular Backups. Customer is solely responsible for its data. Boomi does not sell a data storage service. Customer is always responsible to back up its data. If applicable law prohibits exclusion of liability for lost data, then Boomi will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available back up.

10.6 Limitation Period. Except as stated in this section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

11. Confidential Information.

11.1 Definition. "Confidential Information" means information or materials disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including without limitation, financial, , trade secrets, know-how, proprietary tools, knowledge and methodologies, the Boomi Services, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, and any Software license keys provided to Customer.

11.2 This Agreement imposes no obligation upon a Receiving Party with respect to information designated as confidential which: (a) the Receiving Party can demonstrate was already in its possession before receipt from the Disclosing Party; (b) is or becomes publicly available through no fault of the Receiving Party or its Representatives (defined below); (c) is rightfully received by the Receiving Party from a third party who has no duty of confidentiality is independently developed by the Receiving Party without a breach of this Agreement; (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; or (e) is transmitted or processed by Customer using Boomi Services and not sent by Customer for specific review by or discussion with personnel of Boomi.

11.3 Obligations: Recipient will use Confidential Information only for the purpose of and in connection with the evaluation of a potential, or continuation of, a business transaction or relationship between the parties. If a Recipient is required by a government body or court of law to disclose Confidential Information, to the extent permitted by law, the recipient agrees to give the discloser reasonable notice so that the discloser may contest the disclosure or seek a protective order. Recipient may disclose Confidential Information to its directors, officers, employees and employees of its Affiliates, as well as its and its Affiliates' contractors, advisors and agents, so long as those individuals have a need to know in their work for recipient in furtherance of the potential or continued business transaction or relationship and are bound by obligations of confidentiality at least as restrictive as those imposed on recipient in this Agreement (collectively, "Representatives"). Recipient will use the same degree of care, but no less than reasonable care, as the recipient uses with respect to its own similar information to protect the Confidential Information. Recipient may only disclose Confidential Information as authorized herein. Unless the parties otherwise agree in writing, a recipient's duty to protect Confidential Information expires 3 years from the termination of this agreement. Personal Data sent to Boomi for review shall be considered Confidential Information without expiration. Upon the discloser's written request, recipient will promptly return or destroy all Confidential Information received from the discloser, together with all copies. Notwithstanding the above, recipient's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations. The Receiving Party will be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would breach this Agreement.

12. Personal Data.

12.1 Definitions. For purposes of this section, "Personal Data" means any information relating to an identified or identifiable natural person that Customer submits to the Boomi Services during this Agreement or which is received, accessed and/or processed by Boomi in the capacity of "processor" acting on behalf of Customer, as "controller", in connection with the performance of the Boomi Services under this Agreement. "Privacy Laws" means any applicable law regarding privacy, data protection and/or the processing of Personal Data to which Boomi and/or the Customer are subject and which is applicable to the parties' data protection obligations under this Agreement, including if applicable the General Data Protection Regulation (EU) 2016/679.

12.2 Instructions. Customer (a) represents that it has the right to transfer the Personal Data to Boomi, and (b) instructs Boomi to process the Personal Data for the purposes of performing its obligations and complying with its rights under this Agreement and any applicable Orders. Boomi will process the Personal Data only in accordance with Customer's instructions detailed in this section 12 and Customer's configurations and administrative settings, which shall comprise Customer's complete instructions regarding the processing of the Personal Data. Customer retains responsibility for all data that Customer runs through the Boomi Services, and is responsible for complying with applicable Privacy Law regarding the lawfulness of the processing of Personal Data prior to disclosing, transferring, transmitted through or otherwise making available, any Personal Data to Boomi and its Subprocessors (including, obtaining any needed consents). Boomi will have no liability to Customer for any breach of this Agreement resulting from Boomi's compliance with Customer's system configurations or instructions.

12.3 Customer acknowledges that Boomi Services generally include a number of controls including security features and functionality such as purge data settings, user role settings and support access settings. Customer is responsible for reviewing the default settings and onboarding materials, and for properly configuring the Boomi Services to fit Customer's security and operational needs. Should the Boomi Services be configured to move data from one point to another, Customer is responsible for ensuring that Customer is rightfully integrating among connected systems, whether Customer transmits data outside of a particular cloud or system, outside of a particular geography or otherwise. Default configurations may not be optimized to process, store or transmit personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law. Customer is solely responsible for its compliance with heightened security requirements mandated by its own internal policies and by law.

12.4 Compliance. Each party will comply with their respective obligations under the Privacy Laws in relation to the processing of Personal Data under this Agreement. Except as permitted herein or to the extent required by Privacy Laws or legal process, Boomi will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. This will include prevention of unauthorized disclosure of or access to Personal Data by third parties, and will only store and process Personal Data as required to fulfill its obligations under this Agreement and any applicable SO's or Orders and/or as required by the Privacy Laws. Boomi will notify Customer without undue delay after becoming aware of any disclosure of or access to the Personal Data by a third party in breach of this section and will reasonably cooperate with Customer to reasonably remediate the effects of such disclosure or access. Customer's exclusive remedy and Boomi's sole obligation for any breach of this section will be for Boomi to pay or reimburse Customer for the reasonable costs of notification, credit monitoring and call center support, and costs, fees, or fines imposed by regulatory agencies or contracting partners each to the extent made necessary by the breach and required by applicable law.

12.5 International Transfers & Subprocessors. Customer authorizes Boomi, in connection with the provision of the services provided by Boomi, or in the normal course of business, and by means of general consent to (i), appoint and use Subprocessors (meaning any processor engaged by Boomi, who agree to receive from Boomi, or from another Boomi Subprocessor, Personal Data intended for processing activities to be carried out on behalf of the Customer under the terms of this Agreement and the written subcontract) and (ii) make transfers of Personal Data to its "Subprocessors". Boomi will ensure appropriate agreements are in place with such Subprocessors to seek to safeguard the Personal Data transferred under or in connection with this Agreement, and which impose appropriate obligations that are (a) relevant to the services to be provided by that Subprocessor and (b) materially equivalent to the obligations imposed on Boomi under this section 12. Where the provision of services by Boomi involves the transfer of Personal Data from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Privacy Laws), Boomi affirms to Customer that it has adequate agreements in place (both intra-group agreements with any Affiliates as well as with its Subprocessors with access to the Personal Data) incorporating the Standard Contractual Clauses. Customer agrees that Personal Data may be sent to Subprocessors, which may include third parties or any Boomi Affiliate. Boomi will provide a list of Subprocessors upon Customer's written request, the current list of which is at https://boomi.com/legal/sub-processors/.

13. Conduct. Customer may not reverse engineer, decompile, disassemble or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent such restrictions are prohibited by applicable law. Customer may not: (a) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Services or any part thereof; (b) resell, provide, make available to or permit use of or access to the Boomi Service or associated access credentials, in whole or in part, by any third party; (c) use the Boomi Services to create or enhance a competitive offering or for any purpose which is competitive to Boomi; or (d) perform or fail to perform any other act which would result in a misappropriation or infringement of Boomi's intellectual property rights in the Boomi Services. Each permitted copy of the Software made by Customer hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original. In connection with the use of Boomi Services, Customer may not: (a) attempt to use or gain unauthorized access to Boomi's or to any third party's networks or equipment; (b) attempt to probe, scan or test the vulnerability of the Boomi Services, or a system, account or network of Boomi or any Boomi customers or suppliers; (c) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through the Boomi Service any data or information without the legal right to do so; (d) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (e) restrict, inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the Boomi Services or a user's network, or cause a performance degradation to any facilities used to provide the Boomi Services. If Customer requests any managed services from Boomi, Customer will not cause Boomi to use anything for which Boomi would need to obtain a license from such third party to provide those services. Customer will obtain all necessary rights, permissions and consents associated with technology or data that Customer provides to Boomi, or with third party software or other items that Customer requests that Boomi work with, install, or integrate to or from. Customer will cooperate with Boomi's reasonable investigation of Boomi Services outages, security issues and any suspected breach of this section, and shall, at its expense, defend Boomi and its Affiliates from any claim, suit or action by a third party (a "Third Party Claim") alleging harm caused by Customer's breach of this section as explicitly permitted by Commonwealth of Virginia Law. Customer shall pay any judgments or settlements reached in connection with the Third Party Claim and Boomi's costs of responding to it as explicitly permitted by Commonwealth of Virginia Law.

14. Boomi Flow Terms. If Customer uses a Boomi Service in connection with creation and hosting of external-facing websites, Customer will comply with applicable law in any use of cookies or other tracking technologies on such websites. If Boomi is required to take any action because of Customer or its Third Party Users violating applicable law or third party rights, Customer will fully cooperate with any legal duties or related instructions of Boomi and will promptly remove any illegal or offensive content from Customer systems. Boomi may also disable the applicable content, or the Boomi Flow service (howsoever named) or any application interacting therewith, until the potential violation is resolved. A "Non-Boomi Flow Application" means a web-based or offline software application that is provided by Customer or a third party and interoperates with the Boomi Flow service sold hereunder, including, for example, an application that is developed by or for Customer or is listed on a Marketplace, i.e., an online directory, catalog or marketplace of applications that interoperate with the Boomi Flow Services. Any acquisition by Customer of a Non-Boomi Flow Application, and any exchange of data between Customer and any non-Boomi Flow provider, is solely between Customer and the applicable non-Boomi Flow provider. Boomi does not warrant or support Non-Boomi Flow Applications, nor is it responsible for any results or effects of Customer's use of such applications. If Customer installs or enables a Non-Boomi Flow Application for use with a Boomi Flow Service, Customer grants Boomi permission to allow the provider of that Non-Boomi Flow Application to access Customer data as required for the interoperation of that Non-Boomi Flow Application with the Boomi Flow Service. Boomi Flow Services may contain features designed to interoperate with Non-Boomi Flow Applications, for which Customer may be required to grant Boomi access. If the provider of a Non-Boomi Flow Application ceases to make the Non-Boomi Flow Application available for interoperation with the corresponding Boomi Flow Service features on terms acceptable to Boomi, Boomi may cease providing those features without entitling Customer to any refund, credit or other compensation.

15. General.

15.1 Governing Law; Disputes. Unless otherwise stated in an Order, this Agreement and any dispute (whether in contract, tort or otherwise) related to it or any quote or Order ("Dispute") is governed by the laws of the Commonwealth of Virginia (excluding the conflicts of law rules).

15.2 Assignment. Except as otherwise set forth herein or agreed in an Order, both parties will not, in whole or part, assign or transfer any part of this Agreement, whether licenses or any other rights, interests or obligations, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order or otherwise without the other party's prior written consent. However, either party may assign in the event of a merger or acquisition if the assignee (a) is not affiliated with the other's direct competitors (for Boomi, as listed in Gartner charts for companies involved in integration platform as a service) and (b) provides advance written documentation verifying that the assignee has agreed in writing to be bound by the terms of the Agreement. In the event of a merger or acquisition by Boomi, to the extent applicable law or regulation prevents Customer from purchasing the Boomi Services based on that merger or acquisition, Customer may cease using the Boomi Services and terminate the Agreement pursuant to section 6 of this Agreement. Any attempted transfer or assignment by both parties that this Agreement does not permit will be null and void.

15.3 Severability. If any provision of this Agreement including, but not limited to, those that limit, disclaim or exclude warranties, remedies or damages, will be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The parties agree: (a) they have relied on the damage and warranty limitations and exclusions set forth in this Agreement; (b) they acknowledge the terms represent the allocation of risk as set forth in the Agreement; and (c) they would not enter into this Agreement without such terms.

15.4 Use by U.S. Government. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement. In addition, when Customer is a U.S. government entity, the language in subsection 9.2 of the Infringement Indemnity section of this Agreement and the Injunctive Relief section of this Agreement will not be applicable.

15.5 Notices. All notices provided hereunder will be in writing and addressed to the legal department of the respective party or to such other address as may be specified in an Order or in writing by either of the parties to the other in accordance with this section. Except as may be expressly permitted, notices may be delivered personally, and sent via a nationally recognized courier or overnight delivery service. Any legal notice to Boomi must be sent simultaneously to Boomi Legal by email to Legal-Notice@Boomi.com and mailed by first class mail, postage prepaid. All notices, requests, demands or communications will be deemed effective upon personal delivery or, if sent by mail, four days following deposit in the mail in accordance with this paragraph, or if sent by email, the following business day.

James Madison University Procurement Services
Attention: Colleen Johnson
MSC 7520
752 Ott Street, RM 1023 Harrisonburg, VA
22801
johns9cm@jmu.edu

With a copy (which does not constitute notice) to the physical address:
Office of University Counsel
MSC 7811
820 Madison Drive
Room 104
Harrisonburg, Virginia 22807

15.6 Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.7 Counterparts. This Agreement and the applicable Order(s) may be executed in one or more counterparts, including by facsimile, electronically or via scanned copies, each of which will be deemed an original and will constitute one and the same instrument.

15.8 Excused Performance. Except for payment of amounts due and owing, neither Boomi nor Customer will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that party's reasonable control.

15.9 Equal Opportunity. Boomi, LP. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

15.10 Headings. Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."

15.11 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter thereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. This Agreement and the applicable Order and/or Service Order includes the attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form and the JMU IT Services Addendum, which shall govern in the event of conflict and will constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any proceeding that may involve the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on and will have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in the Agreement. In those jurisdictions where an original (non-faxed, non-electronic or non-scanned) copy of an agreement or an original (nonelectronic) signature on agreements is required by law or regulation, the parties agree that, notwithstanding any such law or regulation, a faxed, electronic or scanned copy of and a certified electronic signature on this Agreement or any Order or Service Order will be sufficient to create an enforceable and

valid agreement. The terms of this Agreement will control over any conflicting terms and conditions contained in an Order or Service Order, except where this Agreement specifically allows for an Order or Service Order to supersede. Neither this Agreement, nor an Order or Service Order, may be modified or amended except by a writing executed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties execute and deliver this Agreement by their duly authorized representatives.

Boomi, LP :

By: Christopher Port
Christopher Port (Mar 28, 2022 13:09 EDT)

Name: Christopher Port

Title: Chief Operation Officer

Date: Mar 28, 2022

James Madison University:

By: Colleen Johnson

Name: Colleen Johnson

Title: Buyer Senior

Date: Mar 31, 2022

Address: See 15.5

Exhibit A

Exhibit A represents the Service Description for the Boomi Services provided to Boomi customers as of the Effective Date of the Agreement, as stated at www.boomi.com/legal/service. Boomi may change the Service Description at any time in its sole discretion.

SERVICE DESCRIPTION

Introduction to Your Service

As described in this Service Description (the "Service Description"), the Boomi AtomSphere Service (the "Service") provides customer ("you" or "Customer") access to a proprietary, business-integration, software-as-a-service via the Internet on a subscription basis. The Service enables you to integrate your data, software and software applications. Elements of the Service can be hosted by Boomi in a Boomi Cloud or downloaded and installed behind your firewall.

Offer Description

In connection with the Service, Boomi will provide Customer access to and use of a web-based software platform, developed, provided and hosted by Boomi, that enables you to design, build and execute integration processes (the "Boomi AtomSphere"). The Boomi AtomSphere includes the Boomi Atom, the Connector, and the Boomi Integration Platform.

Definitions

A "Connection" is one connection end-point to a database, application, or API for use in an integration process created within the Boomi Integration Platform. "Enterprise" class Connections and "Standard" class Connections are as stated at https://www.boomi.com/products/evaluate/supported_applications. Customer will be periodically notified in writing of added or deleted available Connections.

"Boomi Atom" means the proprietary runtime engine hosted by Boomi, or downloaded and installed behind your firewall, which executes the integration processes.

"Boomi EDI" means the proprietary web-based Boomi AtomSphere software developed, provided and hosted by Boomi that enables you to design, build, execute and manage a trading partner network using traditional EDI data transformation (specifically AS2 and X12 data structures).

"Boomi Integration Platform" means the web-accessible design interface and library of components developed by Boomi, including, but not limited to, connectors, transformation maps, error handling modules, decision handling modules and processing logic, that enable you to design, create, build and manage an integration process.

	Standard	Premier	Premier Plus
Hours of Coverage	Standard Business Hours 24x7 for Severity 1	Extended Business Hours 24x7 for Severity 1	24x7 for all Severity Levels
Support Channels	User Forums Web Portal Access During Business Hours	User Forums Web Portal Access During Business Hours Live Chat Phone	User Forums 24x7 Web Portal Access Live Chat Phone
Number of Cases	15 / year	Unlimited	Unlimited
Case Overage Charge	Overages are charged at then current list price	None	None

Support Response Time	Standard	Premier	Premier Plus
Severity 1 (Urgent): Security breach, production down, or complete system failure. Significant parts of the system are not secure or are inaccessible or inoperable. There is no viable workaround.	1 hour	1 hour	1 hour
Severity 2 (High): Primary business requirements could not be met. There are no easily apparent viable workarounds. Performance, functionality, or usability is seriously degraded.	2 business days	8 business hours	4 hours

Severity 3 (Medium): Business requirements can be met with the system. Workaround is apparent. Performance, functionality, or usability is not seriously degraded.	2 business days	8 business hours	4 hours
Severity 4 (Low): May be addressed in a future release at Boomi's discretion. Minor typos, wish list suggestions, but not a required change. Would not affect release accuracy or usability in any significant way.	2 business days	8 business hours	4 hours

"Connector" means the software code developed by Boomi that enables a connection to one instance of an application, database or file format.

"ViewData" is a function within the Service that provides Customer with the ability to use a web browser to view data from the integrations processed by the Boomi Atom. Optional Services

Customer may elect to purchase the following optional services which, if purchased, will be reflected on Customer's Order Form:

Consulting Services: Hourly, prepaid, or per-interface consulting, offering expertise in Boomi AtomSphere and general enterprise integration best practices.

JumpStart Services: Depending on the service purchased, either a web-based training and consulting service to help Customer become selfsufficient in using the Service or an onsite service involving integration consulting, assistance defining and implementing a pilot integration process and, if purchased, Boomi AtomSphere training and certification.

Support Services: Boomi's goal is to provide support according to the tables below, depending on the level of support you've purchased. Standard Business Hours are defined by region:

Asia Pacific (APAC): 8am — 8pm GMT+11, Monday — Friday
Americas: 8am — 8pm ET, Monday — Friday
Europe, Middle East, Africa (EMEA): 8am — 8pm GMT, Monday — Friday

Extended Business Hours are from Sunday 5pm – Friday 8pm. If you believe Boomi has failed to respond to your support request in a timely manner, please contact us at customersuccess@boomi.com and we will work to remedy the situation.

Service Levels

Boomi makes the Service available to you pursuant to the Boomi AtomSphere Service Level Agreement ("SLA"), which is posted at www.boomi.com/sla and is hereby incorporated into this Service Description. The SLA may be amended from time to time by Boomi, and any such amended version of the SLA will be the operative SLA with respect to this Service Description and the Service (i) from that point forward, or (ii) upon the next renewal date of the term, if Customer provides written notice of Customer's objection to the change within 30 days of the amendment. Any new features added by Boomi that update, augment, or enhance the Service will also be subject to this Service Description.

Billing

Billing is done on an annual basis up-front, except in the case of Consulting Services that are purchased separately, and is payable in accordance with the payment terms set forth in your Order Form.

If Boomi is hosting the Boomi Atom in the Boomi Cloud, the Boomi AtomSphere fees (as listed on your Order Form) include up to one (1) gigabyte of data processed per Boomi Atom per month (the "Base Amount"). If you exceed the Base Amount, you will be invoiced an additional seventy-five dollars ($75) a month in additional data volume fees for each gigabyte or fraction thereof processed in excess of the Base Amount.

Boomi may impose a reconnection fee in the event Customer's account is suspended and Customer thereafter requests access to the Services.

The activation date ("Activation Date") of this Service Description is the date on which the related Order Form is executed by the Customer and accepted by Boomi. Billing will begin on the start date specified in the Order Form (the "Billing Start Date").

Boomi Professional Services are available and, if purchased, are subject to a separate signed Professional Services Agreement.

Data Transfer

If Customer uses a Boomi Atom that is hosted by Boomi or engages the ViewData function, Customer data will be transferred to the Boomi AtomSphere platform in the United States. For the purposes of any such transfer, and as required by the applicable Master Services Agreement ("MSA") that governs Customers' use of the Service, Boomi will put in place adequate protection to safeguard the Customer data as follows: (i) to the extent Customer data is confidential, Boomi will protect such data in accordance with the confidentiality terms set forth in the MSA, (ii) Boomi will use appropriate technical and organizational measures to protect Customer data (including any personal data) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and (iii) Boomi will obligate its subcontractors and/or business partners who may have access to the Customer data to adopt equivalent security measures to those set out in subsection (ii) above.

Miscellaneous

Other than with respect to the Boomi AtomSphere, no hardware or software is being transferred, sold, leased or licensed to Customer under this Service Description. To the extent Boomi uses hardware or software as part of its delivery of the Service, such hardware or software will be licensed, owned or otherwise held by Boomi. Upon successful implementation of the Service, Customer agrees to reasonably support reference activities including press releases, case studies, reference calls and speaking engagements. Terms & Conditions

Availability varies by country. To learn more, customers and Channel Partners should contact your sales representative for more information.

Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products.
Specifications are correct at date of publication, but are subject to availability or change without notice at any time. Boomi and its affiliates cannot be responsible for errors or omissions in typography or photography. This Service Description is governed by and subject to the terms and conditions in Customer's separate signed MSA to the extent such agreement explicitly authorizes Customer to order the Service or, in the absence of such agreement, Boomi's terms and conditions of sale apply and are available upon request or online at www.boomi.com/msa.

Exhibit B

PROFESSIONAL SERVICES ADDENDUM

The following Professional Services Addendum ("Addendum") is only applicable to purchases of Professional Services from Boomi, as defined in the Parties' Boomi Master Services Agreement ("Agreement"), to which this Addendum is attached and the terms of which are incorporated into this Addendum; it does not apply to Customers who are purchasing only Boomi Services (as defined in the Agreement) - such as the Boomi AtomSphere service.

1. Definitions. Unless otherwise herein defined, capitalized terms used herein shall have the same meaning as in the Agreement.

"Activities" are consulting and/or training services to be performed by Boomi pursuant to a Service Order.

A "Day" is eight (8) hours.

For a "Fixed Price SO," Project Deliverables are provided for a set fee, regardless of the Time required to perform or create them.

"Prepaid Time" is Time for which Customer is invoiced immediately following the full execution of the SO or in a manner otherwise stated as Prepaid Time in the applicable SO.

A "Project Deliverable" is a discrete task to be completed or item to be created as part of a Fixed Price SO or a T&M SO.

"Time" is the quantity of Days or hours stated in a T&M SO.

A "Time and Materials SO" or "T&M SO" is the SO in which Activities are provided on a per-hour or per-Day basis.

A "Workday" is a calendar day during which Boomi performs Professional Services.

2. Process.

(a) Purchase Orders. Except as otherwise stated in the SO, Customer's PO for the Professional Services shall also include estimated travel and living expenses, as stated in the fees table of the SO, which shall be included as a separate line item on the PO. Additional Professional Services, however purchased (e.g. PO), are subject to the terms of this Agreement.

(b) Resources. The project team shall be assigned following Boomi's receipt of the SO executed by Customer and Customer's PO (if required). In certain circumstances, where the Professional Services are specialized in nature, Customer may request specific personnel and resources ("Required Resources") in a SO, and assuming Boomi agrees to such request in writing, Boomi shall not, without Fidelity's consent, which shall not be unreasonably withheld, reassign or replace any such Required Resource unless (i) such Required Resource terminates their employment with Boomi or (ii) Boomi terminates such Required Resource's employment, and in the event of any such reassignment or replacement of any Boomi personnel, Boomi shall absorb any cost associated with the time necessary to have the replacement personnel become familiar with the provision of the Professional Services. The Professional Services shall start upon mutual agreement of the parties. Boomi shall not subcontract performance of any of the Professional Services without the prior written consent of Customer and shall remain responsible to Customer (even after obtaining Customer's consent to any subcontracting) for the acts and omissions of its contractors (if any) in the course of their performance of Professional Services under the SO.

(c) Termination. If Boomi terminates a Services Order due to Customer's uncured breach of this Agreement, Customer shall pay Boomi all hours that Boomi has worked on Project Deliverables or Activities (as applicable) at Boomi's then-current hourly rate and all expenses incurred by Boomi up to the effective date of termination; and Customer shall not be entitled to a refund of any unused Prepaid Time under the applicable SO. This section shall supplement Section 6 of the Agreement, on Termination, with regard to Professional Services. In the event that a Service Order is terminated, such termination shall not affect any other pending Orders under the Agreement.

(d) Assumptions and Customer Obligations. Customer acknowledges that Boomi's successful completion of the Professional Services depends on Customer's cooperation with Boomi, namely, providing such support and resources to Boomi as may be reasonably necessary in connection with a SO, which assumptions and requirements will be mutually agreed to and more particularly described in each SO.

(e) Completion of Project Deliverables. Following the completion and delivery of the Project Deliverable(s), Boomi will notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within 30 calendar days of the delivery of the Project Deliverable(s) to Customer (the "Completion Acknowledgement Period"), if Customer determines that the Project Deliverable(s) have not been completed in conformance in all material respects with their descriptions in the SO, it will so notify Boomi in writing and describe each non-conformance ("Notice of Non-Conformance"). Upon Boomi's receipt of a Notice of NonConformance, Boomi will re-perform or re-create the materially non-conforming Deliverables at no additional cost to Customer and a new Completion Acknowledgment Period will begin upon delivery of the revised Deliverables. If Customer does not provide a Notice of Non-Conformance by the end of the Completion Acknowledgement Period, the Project Deliverables will be deemed completed. Nothing in this Section 2(e) will affect Customer's rights under Section 5 (Warranty). If Boomi is unable to correct material deficiencies to Customer's reasonable satisfaction, acting reasonably, then (i) Customer shall be entitled to a pro-rata refund of any amounts already paid to the extent of such malfunctioning, defective or non-conforming portion of the Project Deliverable(s).

3. Time. A T&M SO will contain the Time that Boomi has estimated in good faith to be required to perform the Activities described in the T&M SO ("Estimated Time"). Boomi shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, unless explicitly provided in the Agreement, Boomi does not represent or warrant that it can or shall do so. Boomi shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed amendment to the T&M SO. Following Customer's email or other approval, Boomi may reallocate the Time stated in a T&M SO among

the various resources stated in the fees table of the SO, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

4. Fees and Expenses.

(a) Customer agrees to reimburse Boomi for the travel and living expenses reasonably incurred in the performance of each SO, in accordance with the terms and provisions of Section 5 (Travel and Expenses) of the Agreement.

(b) Dates Valid. The prices in a SO are valid for Activities performed within one (1) year of the date of Customer's execution of the SO. Any Prepaid Time unused after twelve (12) months from the date of the full execution of the SO shall expire without the right of refund, except to the extent such unused Prepaid Time is attributable to the default or delay in performance of Boomi.

(c) Normal Business Hours, Weekends, and Holidays. Unless otherwise agreed by the parties, Professional Services shall be performed Monday through Friday between the hours of 7:00 a.m. to 8:00 p.m. Customer local time ("Normal Business Hours"), excluding weekends and holidays. Under a T&M SO, a Workday is eight (8) hours and equivalent to a Day; however, upon mutual agreement by the parties, Boomi may work more than eight (8) hours in a Workday and may work four (4) ten-hour Workdays in a calendar week. For billing purposes under a T&M SO, a Workday on which Boomi works ten (10) hours is equal to, and billable as, one and one quarter (1.25) Days; a week in which Boomi works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days.

Boomi shall only perform Professional Services after Normal Business Hours or on weekend and holiday Workdays if authorized to do so by Customer in writing. Customer requests for Weekend and holiday Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. Under a T&M SO, if Activities are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, one and one half (1.5) Days shall be charged for each weekend Workday on which Activities are performed and two (2) Days shall be charged for each holiday Workday on which Activities are performed. If Activities using Prepaid Time are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be used from the estimated Time for each hour outside of Normal Business Hours, the estimated Time shall be used at the rate of one and one half (1.5) Days for each weekend Workday on which Activities are performed and two (2) Days for each holiday Workday on which Activities are performed.

5. Warranty.

(a) Performance. Boomi warrants that the Professional Services shall be performed in a workmanlike, manner and with professional diligence and skill and that the Project Deliverables shall conform in all material respects to their descriptions in the SO and shall be consistent with applicable Boomi product manuals or Documentation. Subject to Customer's rights and remedies in the Agreement, Boomi shall, at Customer's option but at Boomi's expense, either re-perform any nonconforming Professional Services reported to Boomi, in writing, by Customer within thirty (30) days of the performance of the Professional Services or refund the fees paid for such nonconforming Professional Services.

(b) Right to Perform. Boomi warrants that it has all necessary licenses and permits required to perform the Professional Services. Customer's sole and exclusive remedy, and Boomi's entire liability for any breach of the warranty in the preceding sentence, shall be for Boomi to perform its obligations under the INFRINGEMENT INDEMNITY Section of the Agreement.

THE EXPRESS WARRANTIES AND REMEDIES IN THIS SECTION 5 ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED IN CONNECTION WITH THE PROFESSIONAL SERVICES, DELIVERABLES AND ACTIVITIES COVERED BY THIS ADDENDUM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

6. License to Service Materials. During Boomi's performance of the Professional Services, if Boomi creates any documentation, training materials, software scripts or advisory information (the "Materials"), such Materials are solely for use in connection with implementing the Boomi Services during the term of the Agreement and as paid for under Orders and SO's. Boomi does not agree to create any intellectual property to be assigned to Customer, and Boomi retains ownership of all know-how, ideas, techniques, documentation, and software scripts employed by Boomi to help customer as provided in the SO. Upon Boomi's receipt of payment for the Professional Services, Customer is granted a non-exclusive, non-sublicensable license to use the Materials, solely for internal business purposes in connection with the use of the Boomi Service during the Customer's paid subscription to it (for example, the AtomSphere service). Each party shall retain ownership of its own Confidential Information. No Customer intellectual property ownership rights are assigned to Boomi hereunder and no Boomi intellectual property ownership rights are assigned to Customer.

Exhibit C

This Exhibit represents the Service Level Agreement for the Boomi Services provided to Boomi customers as of the Effective Date of the Agreement, as stated at www.boomi.com/sla (the "SLA"). Boomi may change the SLA at any time in its sole discretion.

SERVICE LEVEL AGREEMENT ("SLA")

The Service Availability SLA, the Boomi AtomSphere Support services, the Jump Start services, and the other optional services described herein apply and are available to Customers with an active subscription to utilize the Boomi AtomSphere Services, and whose account is current (i.e. not past due), including, with respect to optional services, timely payment of fees therefor. The Boomi AtomSphere Services are delivered pursuant to the Boomi Master Services Agreement which is available at: boomi.com/msa.

1. Service Availability

a. Coverage and Definitions

The term "Production Atom Cloud" is defined as any production multi-tenant integration runtime engine hosted by Boomi.

The term "Test Atom Cloud" is defined as any test multi-tenant integration runtime engine hosted by Boomi.

The term "Local Atom Environment" is defined as either a test or production atom environment residing within a Customer's network, outside of the Boomi domain.

The term "Service Availability" is defined as the percentage of a particular month (based on 24 hour days for the number of days in the subject month) that "AtomSphere Platform" and "Production Atom Cloud" was available for access.

"Test Atom Cloud" and "Local Atom Environment" are excluded from the term "Service Availability".

"Scheduled Maintenance" does not factor into Service Availability. To ensure the Platform uptime and keep Boomi AtomSphere operating optimally, it is necessary to perform regular, routine maintenance ("Scheduled Maintenance") that, on occasion, may affect Platform availability.

Scheduled Maintenance occurs once a week, on Saturdays between 3am and 7am ET.

All efforts have been put in place to isolate this downtime from the actual Boomi Atoms themselves. Although not guaranteed, Boomi Atoms will typically be unavailable during this window for less than one (1) minute.

Boomi reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours notice, for not more than eight hours at a time.

b. Service Level

Boomi's goal is to achieve 99.99% Service Availability.

Subject to 1c and 1d, if in any month the Service Availability is less than 99.99%, Boomi shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service change for the affected service:

Service Availability	Credit Percentage
< 99.99%	10%
< 99.00%	20%
< 97.00%	35%
< 95.00%	50%
< 90.00%	100%

c. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

circumstances beyond Boomi's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA; scheduled maintenance, upgrades and emergency maintenance; any DNS or Domain Registry issues outside the direct control of Boomi including DNS and Registry propagation issues and expiration;

Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the customer's account in breach of Boomi's Master Services Agreement;

Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the other customers' account in breach of Boomi's Master Services Agreement;

outages elsewhere on the Internet that hinder access to your account. Boomi is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Boomi will guarantee only those areas of the Internet considered under the control of Boomi: Boomi servers' links to the Internet, Boomi's routers, and Boomi's servers themselves. d. Credit Request

In order to receive a credit, Customer must make a request for credit by filing a support ticket through Boomi's Customer Support Center. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Boomi within ten (10) business days after the unavailability. If the unavailability is confirmed by Boomi, credits will be applied within 30 days of Boomi's receipt of customer's credit request.

The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Boomi and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

Important Disclaimer Regarding Your SLA

Boomi's sole obligation and your exclusive remedy for Boomi's failure to deliver any services covered hereunder shall be for Boomi, at its option, to reperform the services in a manner substantially in accordance with this SLA or issue a refund to you.

For information regarding Dell Boomi support services, please refer to our service description or access directly at https://www.boomi.com/legal/service.

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: Boomi, LP

PRODUCT/SOLUTION: Boomi Services as outlined in the relevant Order and Agreement

Definitions:

- Agreement: The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract and executed by the parties, including the signed, Boomi Master Services Agreement.
- University: "University" or "the University" or "Customer" 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 incident 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. In using the Boomi Services, Customer controls where its University Data is sent, as well as (a) access to University Data, (b) whether to host the Boomi Atom yourself or to have Boomi host it, (c) whether a support privilege called View Data is on or off, (d) whether any data you store on a Boomi cloud Atom is purged immediately, and (e) gaining necessary permission from the subjects of data and consents to move data or use Boomi as a subprocessor or to move their data to a different country outside of the United States. Contractor will not send or store University Data to any Subprocessor (as defined in the Agreement) located outside of the United States without prior written consent from the University. University Data will be stored outside the United States only as otherwise provided for in the Agreement.

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. Family Educational Rights and Privacy Act (FERPA): If it is necessary for Customer to share education records with Boomi under this Agreement, Boomi will treat any information that it may access as confidential pursuant the Confidential Information section of this Agreement. If it is necessary for the Customer to share education records with Boomi under this Agreement, and the Customer shares such records, the following provision will apply: For purposes of this Agreement, Boomi is a contractor or outside service provider with whom the Customer has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of FERPA, the Customer has determined that Boomi is a school official with a legitimate educational interest in obtaining access to education records and will only provide Boomi with access to those particular education records in which Boomi has a legitimate educational interest. Further, the Customer represents and warrants that it has obtained any required consents to disclose such records to Boomi and the Customer represents and warrants that it has or will make all required notifications required to disclose such records to Boomi. Boomi shall be under the direct control of the Customer with respect to its maintenance and use of personally identifiable information from education records provided under this Agreement. Boomi shall not further disclose any personally identifiable information from education records to any third party unless that third party likewise has a legitimate educational interest in obtaining access to education records and unless authorized to so further disclose by the Customer. For purposes of this Agreement, the Customer has determined that all Boomi contractors performing under this Agreement have such legitimate educational interest. 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 or as stated in this Addendum or the Agreement. 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 upon advance written request. If the Contractor is using a third-party cloud hosting company such as AWS, Rackspace, etc., the Contractor will assist and provide instructions on how to obtain any such reporting.

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 of systems Contractor is responsible for 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 as stated in the Agreement and in the Boomi Service Level Agreement, found at www.boomi.com/sla, 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 industry standard background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act.

7. **Security Breach:**
   a. Response: Boomi will notify the Customer without undue delay (and in no less than 48 hours) after becoming aware of a Security Breach (meaning a material breach of Boomi's security obligations leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed under the Agreement) or similar incidents in relation to the Services Boomi provides under the Agreement and will use reasonable efforts to assist the Customer in mitigating, where possible, the adverse effects of any Security Breach. Contractor will notify the University ISO at (ISO@jmu.edu), 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. Subject to the liability limits set forth in the Agreement and in text below, in addition to any other remedies available to the University under law or equity, Contractor will reimburse the University for 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. Subject to the liability limits set forth in the Agreement and in text below, in addition to any other remedies available to the University under law or equity, Contractor will reimburse the University for costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.

iii. SUPER CAP LIMITATION OF LIABILITY: IN ADDITION TO ANY OTHER REMEDIES ALLOWED UNDER APPLICABLE LAW, FOR ANY BREACH OF THE PERSONAL DATA SECTION OF THE AGREEMENT (SECTION 12) OR FOR ANY SECURITY BREACH CAUSED BY BOOMI (OTHER THAN A SECURITY BREACH CAUSED BY BOOMI'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, THE DAMAGES FOR WHICH REMAIN UNCAPPED), THE AGGREGATE AND CUMULATIVE LIABILITY FOR SUCH BREACH SHALL NOT EXCEED THE AMOUNT EQUAL TO THREE TIMES (3X) THE AMOUNT PAID UNDER THE AGREEMENT FOR THE BOOMI SERVICES OR PROFESSIONAL SERVICES DURING THE 12 MONTHS PRECEDING THE BREACH, UP TO FIVE HUNDRED THOUSAND DOLLARS ($500,000).

8. **Requests for Data, Response to Legal Orders or Demands for Data:**
   a. Except as otherwise expressly prohibited by law, Contractor will:
      i. promptly 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;
      iii. 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
      iv. Upon the University's request, provide the University with a copy of its response.
   b. Contractor will use commercially reasonable efforts to 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.
   c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost, provided the data and logs do not compromise the privacy of another customer, and Boomi will use commercially reasonable efforts to respond to such requests.

9. **Data Transfer Upon Termination or Expiration:**
   a. Contractor's obligations to protect University Data shall survive termination of the Agreement until all University Data has been securely destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
   b. Where permissible, upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely destroyed within 60 days of termination of the Agreement.
   c. In the event that the University requests destruction of its data, where permissible, 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.
   d. Contractor will use commercially reasonable efforts, where permissible, to notify the University of impending cessation of its business and any contingency plans. This includes prompt transfer of any previously escrowed assets and data. Contractor shall use commercially reasonable efforts to implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will use commercially reasonable efforts to 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.

10. **Audits:**
    a. The University reserves the right in its sole discretion to perform paper 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.
    b. 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 commercially reasonable 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 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. 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, upon written request and no more than once annually, Contractor will provide the University upon request the results of the above audits, scans and tests, and will use commercially reasonable efforts to promptly modify its security measures as needed based on those results in order to meet its obligations under the Agreement.

11. **Compliance:**
    a. Both parties 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 in the performance of obligations under the Agreement, including but not limited to, where applicable: 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.

JAMES MADISON UNIVERSITY	**CONTRACTOR**
SIGNATURE:	SIGNATURE: Christopher Port Christopher Port (Mar 28, 2022 13:09 EDT)

PRINTED NAME: Colleen Johnson	PRINTED NAME: Christopher Port
TITLE: Buyer Senior	TITLE: Chief Operation Officer
DATE: Mar 31, 2022	DATE: Mar 28, 2022

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

AGENCY NAME: James Madison University ("Commonwealth" or "University")

SUBCONTRACTOR NAME: Boomi, LP ("Boomi" or "Subcontractor")

CONTRACTOR NAME: ThunderCat Technology LLC ("Contractor")

DATE: 3/15/2022

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 Subcontractor, Boomi. This addendum, duly executed by the parties, is attached to and hereby made a part of the Boomi Master Services Agreement ("MSA"), and contract through which the Commonwealth purchases the Boomi Services and/or Products. In the event that Boomi 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.

Boomi represents and warrants that it is a limited partnership authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in Boomi's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. In its performance under this contract, the Contractor and Boomi acts and will act as independent contractors, and not as an agent or employee of the Commonwealth.

Boomi's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in Boomi'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 Boomi 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 Boomi'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 Boomi'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 Boomi for any act or omission beyond those indemnification requirements that are both (i) allowed by applicable law and (ii) only as explicitly stated in the MSA;**

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 Boomi for property damage or personal injury;**

12. **Permitting unilateral modification of this contract by Boomi;**

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 Boomi a security interest in property of the Commonwealth;**

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

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

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

This contract 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 Colleen Johnson

Title Buyer Senior

Printed Name Colleen Johnson

BOOMI LP by Christopher Port
Christopher Port (Mar 29, 2022 09:46 EDT)

Title Chief Operation Officer

Printed Name Christopher Port

ATTACHMENT D

James Madison University
Information Technology Services Addendum

CONTRACTOR NAME: ThunderCat Technology, LLC

PRODUCT/SOLUTION: Enterprise Integrations Software (iPaaS)

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 ISO at (ISO@jmu.edu), 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;
      iii. 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
      iv. Upon the University's request, provide the University with a copy of its response.
   b. 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.
   c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**
   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.
   b. 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.

c. 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.
d. 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.

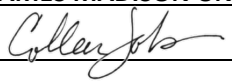
10. **Audits:**
a. The University reserves the right in its sole discretion to perform audits of the Contractor to ensure compliance with the terms of the Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
b. 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.

JAMES MADISON UNIVERSITY		**CONTRACTOR**	
SIGNATURE:		SIGNATURE:	
PRINTED NAME:	Colleen Johnson	PRINTED NAME:	Jean Kim
TITLE:	Buyer Senior	TITLE:	Contracts
DATE:	3-16-2022	DATE:	06/17/2021

REV: March 23, 2020

VHEPC AGREEMENT

PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 29th day of March 2022 is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and ThunderCat Technology LLC, ("Vendor").

TERM

This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6261, dated March 29, 2022 (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Vendor will:

A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.;

B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;

C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members

B. Maintain an approved version of [Vendor]'s logo on the Consortium website

III. Payment:

A. Payment of PAC Annual Fee will arrive at the University no later than October 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

JMU Procurement Services
752 Ott Street, MSC 5720
Harrisonburg, VA 22807
Phone: 540-568-3145
Fax: 540-568-7935

If to Vendor:

Jean Kim
1925 Isaac Newton Square E. Suite 180
Reston, VA 20190
Email: jkim@thundercattech.com
Phone: 703-674-0216
Fax: 571-323-0918

ACCEPTANCE

James Madison University	**ThunderCat Technology LLC**
Colleen Johnson	Jean Kim
Buyer Senior	Contracts
3/31/2022	03/30/2022
Date	Date

PAC Agreement #: UCPJMU6261-PAC

THUNDERCAT TECHNOLOGY

Request ID # CMJ-1114

Request for Proposal Response

Enterprise Integrations Software (iPaaS)

RFP # CMJ-1114, June 2, 2021

Submission Date • June 30, 2021, 2:00 PM EDT

(Proposal valid for 30 days from proposal submittal date.)

Submitted To:

Commonwealth of Virginia
James Madison University (JMU)
Attn: Ms. Colleen Johnson
752 Ott Street, Wine Price Building, First Floor, Suite 1023
Harrisonburg, VA 22807
johns9cm@jmu.edu

Submitted By:

ThunderCat Technology, LLC
POC: SLED Account Manager Matt East & SLED Director – Kent Stokley
kstokely@thundercattech.com
meast@thundercattech.com

"A Service-Disabled, Veteran-Owned Small Business"

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THUNDERCAT TECHNOLOGY
1925 Isaac Newton Square E. Suite 180 | Reston, VA 20190
703-674-0216 | www.thundercattech.com

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Attachment E - Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form
Attachment F - Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement
Attachment G - Higher Education Cloud Assessment Tool (HECVAT)
Attachment H - Boomi-2020-Type 1 HIPAA-Final Report.
Attachment I – Resumes
Attachment J – ThunderCat Quote

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Commonwealth of Virginia
James Madison University JMU
Procurement Services MSC 5720
Attn: Ms. Colleen Johnson
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

June 30,2021

Request for Proposal # CMJ-1114, Request for Enterprise Integration Software (iPaaS)

Dear Ms. Johnson

ThunderCat Technology LLC is pleased to submit response to this RFP # CMJ-1114 in partnership with software vendor Boomi. In accordance with RFP Section V, this submission is comprised of one original hard copy of volume I include all Attachments, one redacted hard copy and one electronic copy.

In the event there are any questions or need for clarification, please be so kind to contact me at (703) 402-9929 or via email at meast@thundercattech.com. In the event I am in a meeting, our VP Sales can be reached at (703) 674-0247 or dlittle@thundercattech.com. He will make sure I get your message.

On behalf of our CEO Tom Deierlein, thank you in advance for considering the Service Disabled Veteran Owned Small Business.

Sincerely,

Matt East

Matt East
SLED Account Manager

1.0 Plan and Methodology

A. Application – Features and Functionality (RFP Section IV.A)

Features and Functionality	Response
1. Describe the product's ability to support cloud to cloud, cloud to on-premise, on-premise to cloud, and on-premise to on-premise integrations. Specify any limitations or attributes for each scenario.	Boomi is a single instance multi-tenant iPaaS where integrations execute on our Atom runtime. This takes the form of a Linux, Windows or Docker container. It can run on-premise on the base operating system, on a highly available virtual machine all on premise. Alternatively it can run on a virtual machine on Azure, AWS etc. or wherever is required. The Atom can be scaled horizontally taking the form of a Molecule, simply put this is a cluster of Atoms which allows for a highly available integration engine. This can also run on-premise or in the cloud. To this extent Boomi can run in any environment required and provide sufficient flexibility, reliability, and scalability to meet the most demanding and complex of scenarios. Additionally, integrations can be re-deployed or migrated from on-premise Atoms over to cloud based Atoms (or vice versa) at will. Therefore if on-premise systems are being phased out in favor of SAAS based applications then Boomi can enable a streamlined approach to migrating the integrations as well. This is a key benefit of using Boomi's cloud based platform where integrations can be deployed wherever they are required as systems and data are moved and changed. Boomi allows for an agile approach to integration requirements as your systems evolve.
2. Describe the product's ability to support API's, web services, scheduled jobs and secure file transfers. Include supported web service and API types, and supported secure file transfer types (e.g. SFTP, FTPS, etc.). Given the potential duration of this contractual engagement, JMU will expect that as emerging browsers, operating systems, file types, file transfer protocols, or file	API's, web services, scheduling jobs, secure file transfers are fully supported. Boomi supports a wide variety of transport methods including AS2, MLLP, HTTP, HTTPS, FTP, SFTP, FTPS, SMTP, ODBC/JDBC and standards-based web services like SOAP, REST, and JNDI. In addition, we support several document based standards including EDI (X12, EDIFACT, HIPAA, Tradacoms, RosettaNet), HL7 (v2 & v3), XML, JSON and Flat File, along with messaging protocols such as MQTT and AMQP. Boomi additionally provides robust translation capabilities through use of profiles and data mapping functionality.

Features and Functionality	Response
sizes, become industry norms, these will become included as part of the base product at no extra charge.	For a full list of the endpoints supported in Boomi please use the links below: ● https://help.boomi.com/bundle/connectors/page/c-atm-Technology_connectors.html ● https://help.boomi.com/bundle/connectors/page/c-atm-Application_connectors.html https://help.boomi.com/bundle/connectors/page/int-event_driven_connectors.html
3. Describe in detail, the ability of the product to support delta and full dataset loads. Specify any limitations or attributes associated with each dataset type.	The Boomi platform can support dataset migration and loads as needed per your requirements. Many of our branded connectors have built-in bulk loader functionality. Additionally, one could architect their integration processes to leverage a Boomi Molecule and Flow Control step with Parallel Processing to address bulk transformations between disparate systems.
4. Describe the ability of the product to support real-time data transfers. Specify guaranteed real-time data transfer timing.	This is fully supported in Boomi, event triggered Real-time integrations are supported out of the box. The following features (included in the pricing options below) facilitate the building, deployment, and management of event-driven integrations: Services Enablement — This feature enables you to turn any integration process into a web service that can then be deployed on premise or in Boomi's Atom Cloud. An Atom's shared web server accepts HTTP and SOAP requests in real time and initiates processing. The requests are the events upon which integration is based. The web server can be configured at the account and account user level to control network and security settings. API Management — This feature builds upon Services Enablement, enabling a web service publisher to expose versioned APIs for logical groups of web services. A web service API consists of a set of REST, SOAP, and/or OData endpoints. APIs are implemented in Boomi Integration as deployable API components. JMS Message queuing and Atom message queuing - Boomi supports message queuing, publish subscribe integration patterns both with our own native message queue and by connecting to external queuing applications.
5. Describe the ability of the solution to support batch data transfers. Specify any	The Boomi platform fully supports the ability to support batch data transfers. A Boomi process can be set to run on a schedule and that schedule is

Features and Functionality	Response
limitations or attributes associated with batch data transfers.	defined by the platform user. Schedules can run as frequently as every 60 seconds. For additional documentation on scheduling please visit the following link: https://help.boomi.com/bundle/integration/page/c-atm-Process_schedules.html
6. Specify the maximum data transfer size supported by the tool for the send or receipt of data. Specify any limitations or attributes of the tool regarding data transfers.	Boomi scales to meet the high-volume demands of mobile, ETL and EDI environments. Many of our branded and technology connectors used for ETL come with built-in batching options so that one can decide to extract records in desired batches. Additionally, one could leverage the Data Process step to then combine documents into batches before loading those documents to a destination source. Boomi does not have a specified maximum when referring to size of the data transfer. The Boomi runtime can be scaled horizontally to accommodate larger data transfers. For example, multi-thread executions and parallel processing is one feature that is made available by using a Boomi Molecule.
7. Specify product supported data and file format types (e.g. text, XML, CSV [and delimiter types], JPEG, etc.). Specify any data and file format types that are not supported by the product.	Boomi supports a wide variety of transport methods including AS2, MLLP, HTTP, HTTPS, FTP, SFTP, FTPS, SMTP, ODBC/JDBC and standards based web services like SOAP, REST, and JNDI. In addition, we support several document based standards including EDI (X12, EDIFACT, HIPAA, Tradacoms, RosettaNet), HL7 (v2 & v3), XML, JSON and Flat File, along with messaging protocols such as MQTT and AMQP. Boomi additionally provides robust translation capabilities through use of profiles and data mapping functionality.
8. Describe attributes of the user interface for creating and maintaining integrations.	Dell Boomi offers a no-code/low-code approach to integration which translates to a different way of working with our solution compared to our competition. Integration Processes are built visually in AtomSphere, Boomi's integration Platform as a Service (iPaas), by dragging & dropping "process shapes" onto a canvas. These shapes represent standardized, pre-built integration capabilities which are categorized in three distinct groups: execute, logic and connect.

Features and Functionality	Response
	Depending on the type of shape selected, different configuration options will be available to the developer via a UI based, wizard driven approach to fulfill their integration requirements.
9. Describe in detail, the built-in interface attributes such as pre-built templates, visual designers or wizards to aid in the creation of integrations.	As described above, Boomi offers a no-code/low-code approach to integration. Allowing our customers to leverage the collective intelligence of our community is a differentiator for Boomi and an important part of the value that we provide as part of our SaaS solution: Because of its design, Boomi AtomSphere is able to leverage its multi-tenancy to crowd-source significant productivity gains: Boomi Suggest: Crowdsourced data mapping suggestions based upon over 22.7 million maps and associated functions Boomi Assure: Crowdsourced regression testing based upon client submitted processes and test data Boomi Resolve: Suggested resolution for most commonly occurring errors from our community. Community Answers Forum and Feedback: Through our answer's forum, clients are able to pose and answer functionality questions that they may have. Community Share: Find and share examples and templates built by Dell Boomi, partners, and Community members.
10. Specify the pre-built integration connectors that come standard with the product. If applicable, explain pricing associated with pre-built connectors that are not standard with the out of the box solution. Include any associated costs in Section X - Pricing Schedule.	Boomi has branded connectors to dozens of applications included out of the box. For the most up to date list of all the application connectors please visit the following link: https://help.boomi.com/bundle/connectors/page/c-atm-Application_connectors.html
11. Describe how integrations can be built between applications where pre-built connectors do not exist.	If we do not have a branded connector to a particular application or end system, we can leverage one of our technology connectors (i.e. HTTP Client, Web Services SOAP, Database, FTP, Disk, etc) to gain access to that application or system. For a list of all technology connectors

Features and Functionality	Response
	available please visit the following link: https://help.boomi.com/bundle/connectors/page/c-atm-Technology_connectors.html
12. Describe the product's capability to reuse components for integration creation. Include details describing the challenges or ease in which pieces of an integration can be reused.	Component reuse within a single account and between accounts is possible with Boomi natively. Within a single account, components (i.e. integration processes, connections, profiles, APIs, etc.) are stored within our component explorer pane, organized by folders and component types. Those components can be used and referenced anywhere within that account to speed development time and reduce errors. Components can also be copied between accounts if the user has access to multiple accounts and the correct user privileges. As described above every component configured in the Boomi platform saves within the Component Explorer for reuse. Additionally, each component additionally has revision history. This allows you to track any changes made to a component and revert back to previous versions.
13. Describe the product's scalability in terms of both quantity of integrations and volume/frequency of specific integrations. Specify pricing associated with scalability in Section X - Pricing Schedule.	Boomi scales to meet the high-volume demands of mobile, ETL and EDI environments. Many of our branded and technology connectors used for ETL come with built-in batching options so that one can decide to extract records in desired batches. Additionally, one could leverage the Data Process step to then combine documents into batches before loading those documents to a destination source. The Boomi platform is the iPaaS industry leader In terms of scalability, quality of service and availability. The Boomi platform manages an average of a Billion integration jobs per 30 days or roughly 200 times more volume to the next leading vendor. The Boomi Atom and Molecule Architecture is highly scalable both vertically maximizing machine resources and also horizontally through application run-time clustering to ensure high availability as well providing parallel processing and multi-threading capabilities. Atoms can be deployed as a single tenant run-time, a clustered multi-node run-time known as a molecule or as a multi-tenant run-time known as an Atom

Features and Functionality	Response
	Cloud. The Atom technology can run in any environment supporting Java 7 or above, be it on premises on physical or virtual machines, in private/public clouds or delivered natively via Docker Containers. Furthermore, the run-time can be optimized through standard configuration to best support specific workload patterns (batch, real-time publishing).
14. Describe the product's logging capabilities to include but not limited to: the types of logging available, logging configurability options, and if the product supports ah-hoc logging.	Customer configurable logging allows capturing any level of details or turning off all logging. While an Atom, Molecule or private Atom Cloud is running and executing processes, it stores detailed logs and processed documents locally. You can view them on the Process Reporting page. An Atom, Molecule or private Atom Cloud also stores temporary data in nested directories named tmp, tmpdata and doccache. You can control how long logs, processed documents, and temporary data are held on your Atom, Molecule, or private Atom Cloud. If you process large volumes of data, you can reduce the number of day's logs, processed documents, and temporary data maintained from the 30-day default to conserve disk space on your local machine. Purged logs, processed documents, and temporary data are permanently deleted and cannot be recovered. If you want to maintain a longer history of documents for audit purposes, use connector operation archiving or write data received and/or sent to another location as part of your process. Additionally, each integration process, as well as each component within the process, maintains its own revision history. This is easily accessible from within the UI. When you select a component and click the Revision History link, you can: View standard information about the component, View the revision history, View or edit previous revisions of components, View source components if the current component was copied. Auditing of actual logins and changes made through the platform itself are tracked through the application database. The ability for customers to readily generate reports on these activities is available via the Audit Log Object within our AtomSphere API. Filtering criteria can be used to

Features and Functionality	Response
	target what information is relevant to tie to established policies. Enhancements are planned to expose this information more readily to administrators via the platform UI.
15. Describe the product's API creation and management capabilities. If applicable, specify pricing associated with API creation and management in Section X - Pricing Schedule.	Boomi API Management provides a unified and scalable, cloud-based platform to centrally manage and enrich API interactions through their entire lifecycle. With Boomi, users can rapidly create and publish any endpoint as an API on-premise or in the cloud, as well as manage and control APIs. Boomi API Management gives users the ability to create APIs in the Boomi platform or act as a proxy for APIs existing outside of the Boomi platform. The API Gateway routes API requests to Boomi API or proxies requests to external applications. While the developer portal is where users can review and subscribe to APIs. Plans are created and assigned to subscribers of APIs giving you complete control of the usage of the APIs managed within the Boomi platform. API Management pricing and tiers are included below in the pricing section.
16. Discuss the product's standard data encryption capabilities. If applicable, specify non-standard data encryption capabilities and associated pricing in Section X - Pricing Schedule.	Boomi adheres to Dell's corporate cryptography standard. For disk encryption Boomi utilizes AWS KMS for AES 256-bit encryption at rest. For more information, please see Amazon AWS KMS page. Boomi encrypts data in transit using TLS 1.2. Certain Boomi connectors, such as SFTP, HTTP, AS2 and others, can use certificates for encryption in transit. The certificate component can use a certificate obtained from a certificate authority such as Verisign or Thawte, or make use of a key generated by Boomi.
17. Describe your product's environment options and discuss how the product manages testing. Provide details such as if there is a test environment available post-implementation or how the production instance of your product supports/manages testing integrations.	Boomi AtomSphere provides the ability to create environments that allow you to support dedicated and separate deployment setups for different phases of the development life cycle. Integrations can be built, tested, and promoted between environments with a full audit trail of what was deployed, and by whom. The number and type of environments can be customized based on the customer's SDLC. Additionally, environment extensions can be leveraged to move between environments easily and effortlessly by abstracting

Features and Functionality	Response
	the variables needed by each environment at the environment level, not the integration level.
18. Describe in detail the reporting capabilities of your product. Provide a list of all reports delivered as part of the base product including a short description of each. a. Specify if the product supports customer created ad-hoc reporting. b. Specify if the product supports user related tracking of activities such as who is accessing an integration, who made configuration changes, when and where (IP Address) the changes were made.	Boomi AtomSphere offers three dashboards: the Account Dashboard, which is available to all accounts, the HTTP Status Dashboard, and Real-time Dashboard. These dashboards offer a holistic view of your integration activity and infrastructure. Additionally, through the Process Reporting tab, you can apply various filters to run reports and analytics based on process execution threads and documents. a. Custom reporting is supported through the use of AtomSphere APIs. Data needed for reporting is exposed through the Boomi AtomSphere API and can be sent to your desired BI Tool for custom reporting. b. Each integration process, as well as each component within the process, maintains its own revision history. This is easily accessible from within the UI. When you select a component and click the Revision History link, you can: View standard information about the component. View the revision history. View or edit previous revisions of components. View source components if the current component was copied. Included as optional in the pricing provided below is Boomi Integration Flex. Integration Flex brings you customizable dashboards for easy and streamlined reporting. It dramatically reduces the time it takes to serve your business stakeholders, yet it will allow you to increase cross-organizational collaboration and improve decision making within your organization. The seamless user interface allows you to view and analyze your integration activity data, so you are more aware of all your integration processes. The insights you gain from this visibility also makes it possible to fine-tune and streamline your processes for better operational efficiency. Additional details on integration Flex are provided here:

Features and Functionality	Response
	https://community.boomi.com/s/news/aBU1W0000004DlhWAE/integration-flex-customizable-dashboard-reporting
19. Describe all auditing capabilities and associated logging and data. Include the information recorded with each event. For example: a. Successful and failed authentication b. Successful and failed access authorization c. Successful and failed policy change	Customer configurable logging allows capturing any level of details or turning off all logging. While an Atom, Molecule or private Atom Cloud is running and executing processes, it stores detailed logs and processed documents locally. You can view them on the Process Reporting page. An Atom, Molecule or private Atom Cloud also stores temporary data in nested directories named tmp, tmpdata and doccache. You can control how long logs, processed documents, and temporary data are held on your Atom, Molecule, or private Atom Cloud. If you process large volumes of data, you can reduce the number of day's logs, processed documents, and temporary data maintained from the 30-day default to conserve disk space on your local machine. Purged logs, processed documents, and temporary data are permanently deleted and cannot be recovered. If you to maintain a longer history of documents for audit purposes, use connector operation archiving or write data received and/or sent to another location as part of your process. Additionally, each integration process, as well as each component within the process, maintains its own revision history. This is easily accessible from within the UI. When you select a component and click the Revision History link, you can: View standard information about the component, View the revision history, View, or edit previous revisions of components, View source components if the current component was copied. Auditing of actual logins and changes made through the platform itself are tracked through the application database. Audit log entries are retained indefinitely — there is no purge schedule. The ability for customers to readily generate reports on these activities is available via the Audit Log Object within our AtomSphere API. Filtering criteria can be used to target what information is relevant to tie to established policies. Enhancements are planned to expose this information more readily to administrators via the platform UI.

Features and Functionality	Response
	For detailed information on what is included in the Audit Log object please visit the following link: https://help.boomi.com/bundle/developer_apis/page/r-atm-Audit_Log_object.html
20. Describe the product's ability to export audit logs, in particular for ingestion into a SIEM. Include the types of logs that can be exported.	Audit logs are exposed via the AtomSphere API. An integration process can be configured between the Audit Log object within our AtomSphere API and any application you would like to ingest that information. Please use the link here to view the information expose in the audit log object: https://help.boomi.com/bundle/developer_apis/page/r-atm-Audit_log_entries.html
21. Describe the product's ability to manage version control; specifically, code and configuration version management.	Boomi provides automatic versioning of every single component, by default, out of the box. This means that every time a component is modified and saved, a version of that component is versioned. This includes full auditing information around when the component was originally created, who made the change, when the change was made and the version number. This negates the need for a separate version control tool and the internal processes and effort around supporting that. That being said, we have customers who use VCS such as Microsoft Team Foundation Server to version their (external) Testing scripts (i.e. in Postman) in order to then automate their testing using Jenkins. External version control can use pointers into the Boomi objects for versions of the assets being managed.
22. Describe the product's dashboard for monitoring and alerts. Specify the product's ability for the customer to configure alerts and level of severity for each integration. Include available alert methods such as email and text messaging.	All monitoring in Boomi is done through Boomi's web-based, feature-rich dashboards. These, as everything in Boomi, are accessible through any web browser. Dell Boomi AtomSphere offers three dashboards: the Account Dashboard, which is available to all accounts, and the HTTP Status Dashboard and Real-time Dashboard, which are available if the Services Enablement feature is enabled in your account. The Manage menu is where you go to view the results of process executions, troubleshoot process errors, administer Atoms, and execute processes manually. Process activity from all Atoms within your account, whether hosted or deployed locally, can be monitored from

Features and Functionality	Response
	this central console. You can view process logs, see how many records were processed, view actual document data, retry documents, and more. As described above, included in the pricing is also Integration Flex. This provides JMU a customized mobile responsive advance reporting dashboard for the integrations running within your Boomi tenant.
23. Describe how your product supports system generated emails to (non-IT) end-users that may contain information such as job success/failure and record counts. Discuss customer configurability options of system generated emails.	Email alerts can be configured and managed for alerts to be triggered in the event of a process failure. Boomi processes can utilize Boomi's RSS monitoring features, which include the ability to: Link to RSS feed for all statuses and process activity for this Atom, Molecule, or Atom Cloud, Link to RSS feed for only alerts and process errors for this Atom, Molecule, or Atom Cloud, Additionally, one can choose to architect their integration process to provide “in-process” error and exception handling and alerting. Alerts and customizable forced exceptions and notifications can be set up via the Message, Notify, Exception steps as well as the Mail connector.
24. Describe troubleshooting capabilities available while developing an integration.	Boomi enables you to do functional testing (using test mode) in the browser as you build integrations. This includes step by step debugging of integration processes. This includes very granular visibility into how long every step in a process takes to execute and how the data changes as it moves through the process. Test mode provides results and detailed logging information for each shape to assist with troubleshooting. Boomi also provides APIs to automate testing of integration processes leveraging 3rd party tools.

B. Application – Error Handling & Issue Management (RFP Section IV.B)

Error Handling & Issue Management	Response
1. Describe the product's error handling capabilities in detail.	Errors are captured in process reporting, documents can be rerun from this section, a test can be performed which will open a graphical test tool which will allow you to visually see the data pass through each step of the integration. For each step you can investigate the logs and source data

Error Handling & Issue Management	Response
	which allows someone to follow the transformation of data as it passes through the integration. To handle errors, we have an object called a Try / Catch, this essentially means that it will try the path and if it fails it will retry the path, if specified to do so, for a maximum of 5 times if the path fails on all retries then the catch path is executed. The catch path can be used to send an email message or contact an endpoint; this end point could be a logging endpoint such as, but not limited to, Splunk. effectively any endpoint which can use our technology based connectors or our branded connectors could be used in this manner. Additional information can be sent to JMU as an attachment for more details around architecting error/exception handling.
2. Describe how the product handles technical disruptions, such as connectivity and system issues. a. Specify how the product avoids or resolves scenarios with data loss. b. Describe how the product retains/stores data loads until the data transfer is successful to prevent data loss.	a) Our Disaster Recovery plan utilizes a 4 hour Recovery Point Objective and an 8 hour Recovery Time Objective for mission critical systems. a) The data that processes through an on-premise ("local") Atom, Molecule or Atom Cloud will never actually flow through the Dell Boomi data center. The resulting data and logs are stored on the customer's hosted infrastructure either on-premises or in the cloud where the Atom or Molecule is deployed. It is transported directly to either the SaaS or on-premise application through a connector configured to the specific security requirements of the user. Only "tracked" or "status" data is sent to the data center when the user initiates a request from the data center to the Atom. This information includes but is not limited to file size, file name, status information, etc. For Atoms deployed to our Dell Boomi Atom Clouds, you will have all the security that our data center provides in order to ensure that your data resides in a system that will keep it secure. Our data center provides the highest level of SaaS security available. This will ensure that all your data for Atoms in a Dell Boomi Atom Cloud is fully secure and only accessible by your account.

Error Handling & Issue Management	Response
	Customer data is classified into two categories: Configuration Data and Business Data. Configuration Data represents the information required to execute the integration process flows that a Customer builds inside the Platform. Business Data represents the information specific to a Customer's business (e.g. invoices, orders, contacts, etc.) and is processed by the Boomi Atom. The following information applies to Dell Boomi's handling of customer data: Platform Configuration Data is encrypted during transmission using standard protocols like https/SSH/SCP/SFTPV2 or TLSv1.2. Configuration Data is stored encrypted on a shared backend database server. Configuration Data is encrypted on backup media. This is done at the hardware level of the backup device managed by the hosting facility. Configuration Data is transferred to and stored encrypted at off-site facilities. Configuration Data is purged from the system, backup tapes and other media at the end of the contract. Business Data is not processed by the Platform, but may be transferred through the Platform as requested by the Customer via the user interface, using standard encryption protocols. Boomi Atom Cloud: Configuration Data is encrypted during transmission using standard protocols like https/SSH/SCP/SFTPV2 or TLSv1.2. Configuration Data and Business Data are stored on a shared file system. Configuration Data is encrypted on backup media. This is done at the hardware level of the backup device managed by the hosting facility. Configuration Data is transferred to and stored encrypted at off-site facilities. Business Data is processed and stored by the Boomi Atom Cloud. Data is programmatically purged from the Boomi Atom Cloud. The purge schedule of Atoms is fully configurable to enable customers the ability to modify the retention period of data, if desired. Business Data is transferred to and

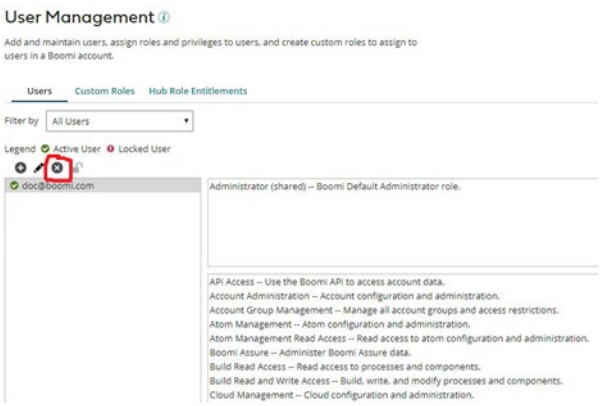
Error Handling & Issue Management	Response
	from the Boomi Atom Cloud and may be encrypted based on Customer configuration. It is recommended that Customers always utilize standard encryption protocols to transfer data to and from the Boomi Atom Cloud. Business Data is purged from the system, backup tapes and other media at the end of the contract.
3. Describe how the product supports the ability to configure and execute a manual or automatic resend of a data transfer in cases where a disruption occurs.	With Boomi the try/catch shape will help with automatic resend should a disruption occur. You can also configure a failure trigger to catch process and document errors. Try/Catch Shape Documentation: https://help.boomi.com/bundle/integration/page/r-atm-Try_Catch_shape.html
4. Describe the product tools available to an end user to troubleshoot data issues including but not limited to identifying data that was/wasn't passed as expected.	Boomi allows for testing processes as they are created to ensure proper data movement. Additionally, Boomi has a wide variety of shapes that can be used in an integration process including Route, Business Rules, Branch, Decision shapes to name a few. These Logic shapes are used to filter and direct data as it moves through a Boomi process.
5. Describe the product feature(s) available to help identify problem area(s) of an integration to aid in resolving the issue(s).	Boomi provides popup messages during testing to help identify and isolate where errors are coming from to assist with debugging and rectification. Boomi automatically provides resolution recommendations to common errors. When an error occurs, customers are presented with lists of possible solutions in order of relevancy, with links to full articles for further explanation and resolution.
6. Discuss the product feature(s) associated with built-in systematic 'help' or 'suggestions' to aid in resolving integration issues.	Allowing our customers to leverage the collective intelligence of our community is a differentiator for Boomi and an important part of the value that we provide as part of our SaaS solution: Because of its design, Boomi AtomSphere is able to leverage its multi-tenancy to crowd-source significant productivity gains: Boomi Suggest: Crowdsourced data mapping suggestions based upon over 22.7 million maps and associated functions, Boomi Assure: Crowdsourced regression testing based upon client submitted processes and test data, Boomi Resolve: Suggested resolution for most commonly occurring errors from our community.

Error Handling & Issue Management	Response
7. Specify if the product has a connection time-out feature and if this feature is configurable by the University.	Included in the library of Boomi connectors is the ability for select connectors to support a timeout configuration which will cause the shape to stop processing after a period of time if a connection cannot be established.

C. Application – Security & Compliance (RFP Section IV.C)

Security & Compliance	Response
1. Describe how the product(s) addresses accessibility to ensure the application is accessible to people with disabilities. a. Provide a completed VPAT (Voluntary Product Accessibility Template).	HHS Section 508 requires that all website content, including web applications, web pages, and all attached files support accessibility. All the services available on the Boomi Unified Platform meet 508 guidelines. Their voluntary product accessibility template (VPAT) conformance reports can be downloaded from the following link: https://boomi.com/508-compliance/
2. Describe authentication options. a. Provide information on the use of Shibboleth. b. Provide detail on the authentication between the product and external services (e.g. single sign-on). c. Specify any limitations of using JMU's Authentication Services and/or Shibboleth. Discuss where the User-ID and password are stored.	Boomi relies on proper access controls, including strong passwords, SSO or multi-factor authentication to prevent unauthorized access. All access is logged, monitored, and archived, and can be reviewed in the event of an incident. a) Within our API Management Platform service there is the ability to create an Authentication Source to use Shibboleth as an Identity Provider (IdP). b) Boomi platform can be configured by system administrators with advanced user security where they can implement single sign-on using SAML. The AtomSphere platform single sign-on implementation uses SAML 2.0 with federated authentication. SAML 2.0 allows service providers (for example, the platform) to query the identity providers for authentication. The platform supports both identity provider-initiated sign in and service provider-initiated sign in. c) Based on the information provided Customers have the option to enable SSO using any SAML 2.0 compliant IdP for the platform and as an authentication source for API Management Boomi platform users have a large amount of flexibility selecting the IdP of their choosing. AtomSphere user account passwords are

Security & Compliance	Response
	secured with a SHA-512 hash and a unique salt value.
3. Describe role-based security architecture within the product. a. Provide details about role configuration and flexibility. b. Provide an example role matrix if applicable.	There is built-in role based security in AtomSphere for controlling visibility to processes and executions. This can be tied to customer Single-sign on authentication. Use the User Management page within the Boomi platform to add users to a specific Boomi account, assign users specific roles and privileges or create and assign them various custom roles, and unlock SSO users who cannot access the platform. AtomSphere includes several user roles and many privileges. The default AtomSphere roles are: Administrator, Standard User, Production Support and Support. If these roles do not meet your needs, your administrator can create custom roles for your account. For details on the included roles and the privileges supported out of the box please visit the following link: https://help.boomi.com/bundle/integration/page/c-atm-User_roles_and_privileges.html
4. Describe how the product(s) are FERPA (Family Educational Right and Privacy Act), HIPPA (Health Insurance Portability and Accountability Act) and GLBA (Gramm-Leach-Bliley Act) compliant.	Boomi is HIPPA compliant. See attached report for information. FERPA compliance is not applicable to the Boomi platform. FERPA is a privacy standard for safeguarding data. Safeguarding data is a key focus of our security and compliance goals at Boomi as made evident by our PCI Certification, HIPAA Certification, and FedRAMP Moderate Authorization. FedRAMP Moderate is one of the most rigorous data security standards attainable by commercial service providers. While Boomi has not attained a FERPA Certification, your data is well protected within our platform. Customers retain responsibility about who they grant access to their Boomi account, ensuring the systems they integrate with have been authorized by their security team. Additionally, Boomi is hosted in AWS which is FERPA compliant.
5. Describe system support for defining and creating administrative and user accounts, including how	As described in the response to question 3 above, the Boomi platform allows for the creation of custom roles.

Security & Compliance	Response
accounts are assigned permissions to perform various actions in the system.	Administrators with access to Advanced User Security (included in pricing option 1) can create custom roles and assign privileges to them. If the available user roles and their assigned privileges do not match your workflow, an administrator can create custom roles and assign to them the privileges that you need. Custom roles can inherit one of the available roles and its privileges along with any additional privileges that you assign, or the custom role can be unrelated to an available role and can consist of the privileges that you select.
6. Describe the process for maintaining and deleting user accounts.	Within Settings in the Boomi platform there is a user management page. This is where Administrators can add new users and delete users from their account. Deleting a user is done simply by selecting the delete button in the users table. This is shown in the screenshot below. 
7. Describe the ability to support segregation of duties within the application.	Boomi allows for role based assignments to allow or restrict access to items on the platform.
8. Describe the ability to support utility accounts within the application.	Please review responses above detailing user management and all Boomi platform capabilities. Additionally, Boomi has Identification and Authentication Standard that can be provided upon request.
9. Contractor shall store and process University Data in a secure site and will provide the most recent copy of a	See Attachment H Boomi-2020-Type 1 HIPAA-Final Report.

Security & Compliance	Response
SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. A SOC 2 report is also requested for any subservice organizations that will be used as part of this solution.	
10. Provide Attachment G (HECVAT) as a separate Excel file with the electronic submission of the RFP per proposal preparation and submission instructions in section V.A.1.b.	See Attachment G (HECVAT). Please Note: Boomi is FedRAMP Authorized at the Moderate Level. FedRAMP is derived from NIST 800-53 requirements and requires that Boomi implement 325 Security Controls across 28 control families. FedRAMP is a highly secure security standard, with robust coverage, an annual authorization audit, and required Continuous Monitoring. The HECVAT does not properly calculate the rigor of this security standard as it does not account for all of the numerous controls we have implemented, audited, and been authorized on. FedRAMP is designed for controlled environments containing CUI, PII, HIPAA and other sensitive data; we expect our security implementation will meet your needs. Please review our entry on the FedRAMP Marketplace: https://marketplace.fedramp.gov/#!/product/atomsphere?sort=productName&productNameSearch=boomi

D. Application – Vendor & Product Information (RFP Section IV.D)

Vendor & Product Information	Response
1. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).	Boomi's user guide for the entire platform is accessible at help.boomi.com. The Boomi Community is accessible at community.boomi.com this is where our customers can review blog posts, post questions to the community and much more.

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2. Describe the data dictionary or schema documentation that shall be provided to the University technical staff.	Boomi has included Data Catalog (DCP) as optional in the pricing section. The Boomi Data Catalog & Prep helps the enterprise more quickly and accurately discover, acquire, and transform your data so that it can be combined with existing data and analyzed using business intelligence and visualization tools to extract business insights. Features: • Create data sets for the various objects, tables, and schema in the source systems. • Automatically generate data statistics and heuristics • Detect personally identifiable information (PII) that was not previously identified • Classify the data and data relationships using metadata. Includes database key relationships, descriptions, columns, rows, record count, datatypes, etc.. • Create a data dictionary for each data set, with functionality to add additional information in the definitions, along with tagging and a wiki-like data glossary. • Add immediate value, with search functions and natural language processing.
3. Describe training options and a catalog of training offerings (including differentiation between developer training and administrator training). Include any associated costs in Section X - Pricing Schedule.	**Option 1. Learning Management System (LMS) – No Cost**: Dell Boomi currently offers all free online training and certifications through self-paced on-demand computer-based modules. Suggested training and certification paths are at https://boomi.com/services/training/. LMS training supports developer, architect, and administrator integration resource roles. The Boomi LMS (train.boomi.com) and the Boomi Platform (platform.boomi.com) are separate systems. Our training portal is unrelated to any trial accounts (Platform) or any existing credentials. For further questions, please reach out to our Training Team (Boomi_Training@dell.com). • Learning is available 24/7 and fits into your busy schedule. • Attend training from your Phone, PC, or Tablet.

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	• Ease of Use. Training on your timeline – get trained and certified within a week or across several weeks depending on your availability. Dell Boomi recommends all internal team members involved in Boomi Integrations (in any way) complete a minimum of the Boomi Essentials Training Course via the free online Boomiverse Training Portal. Additionally, Technical and Developer team members should also complete the Professional Developer Track Training. All Training courses are available now (you do not need to be a Boomi Customer) either for free through Boomiverse (Boomi Online Learning Management System (self-led/self-paced) by registering at https://dellboomi.myabsorb.com/#/signup or as a fee-based, 5-Day Onsite "JumpStart" Consultant-led Integration Enablement Training delivered as part of the Boomi Enablement Package. To sign up for access to our free Online Boomi Training Portal LMS (Boomi University), please follow these steps: 1. Go to https://boomi.com/services/training/. 2. Click the SIGN UP button in the middle of the page under Training & Certification. 3. Fill in all of the required fields under “Sign Up” (note a valid work email is required for access to the LMS). 4. After signing up, users will receive a validation email. Verify your email address using the link from the email. The validation email can be filtered out by corporate junk/spam filters. It may not be reflected by what you see in your email client’s “junk” folder. Please check with your system administrators to ensure that messages from “myabsorb.com” are not being blocked. All communications from the LMS come from this address.

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	5. Your Platform training account will be provisioned within 15 minutes after signing up. Note: Our LMS (train.boomi.com) and the Boomi Platform (platform.boomi.com) are separate systems so your credentials for each are unrelated and may differ depending on what you set. Please visit Boomi University to find more detailed information, FAQs and resources for all things related to Boomi Training. **Option 2: Jumpstart Program (Structured & Individualized)** – $10,000 per Jumpstart (5-days 40 hours onsite): The 5-Day JumpStart is designed to help you get up and running quickly with the Dell Boomi Integration Cloud® and give you the necessary knowledge to move forward with your own integration projects. Our goal is to work with you at your site to set up your Atom® environment, configure one integration use case, prepare you for the certification exam (post visit), and give your team a foundation of knowledge to move forward with your own projects.
4. Describe the vendor process for determining product enhancements. a. Provide the most recent roadmap for future product enhancements. b. Describe the nature of system enhancements currently in development that are scheduled for release in the next twelve (12) months.	The solution planning and development is managed using agile methodologies. We are continually adjusting to respond to customer requirements and market needs. We have multiple channels for input including an Online User Feedback Forum, Customer Support Cases, Competitive Analysis and Sales Engagements, Partner Discussions, Strategic Accounts Discussions, and Direct Customer Communications. Additionally, Dell Boomi has a Strategic Accounts team that works with some of our more strategic customers to ensure customers are successful with Boomi and prevent early stage adoption hurdles and to keep Boomi teams (support, sales, R&D, product management) updated on customer ongoing needs for success. Furthermore, we have a Customer Advisory Board comprised of a select few members of our strategic

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	accounts with whom we vet our roadmap and longer-term strategy. a) Boomi hosts on a quarterly basis our product roadmap webinar for this information. https://boomi.com/event/online/product-roadmap-webinar-series/ b) The solution planning and development is managed using agile methodologies. We are continually adjusting to respond to customer requirements and market needs. We have multiple channels for input including an Online User Feedback Forum, Customer Support Cases, Competitive Analysis and Sales Engagements, Partner Discussions, Strategic Accounts Discussions, and Direct Customer Communications. The current roadmap proposes a long list of substantial enhancements including Native Queuing, expanded Atom and Platform Management API, Boomi Mobile App, API Management Layer, Governance Enablement and Auditing, Workflow Process Orchestration, Support for Internet of Things, Boomi Insight - Crowd-Sourced Performance Analysis.
5. Describe or provide an example of a product enhancement communication sent to a customer.	Upgrades and maintenance to the Boomi AtomSphere platform that introduce new functionality are scheduled for the second Saturday of each month (between 12 AM and 4 AM.), except December at customers' request. 11 releases a year. After a Boomi update when users log into the platform, they receive a large message highlighted in blue in the middle of the screen notify them of the update and features included in the release. Release notes are archived and posted on the Boomi user guide which can be found at the following link: https://help.boomi.com/bundle/release-notes/page/atm-Whats_new_in_Jun_2021.html

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6. Describe the process of how a customer requests or suggests a product enhancement.	Described above in response to question 4. We have multiple channels for input including an Online User Feedback Forum, Customer Support Cases, Competitive Analysis and Sales Engagements, Partner Discussions, Strategic Accounts Discussions, and Direct Customer Communications. Additionally, the Account Executive that is assigned to the customer will remain engaged and a point of contact during the lifetime as a customer. Customers will be assigned a Success resource who can be engaged and will proactively reach out to support customers during their adoption journey. The Success resource is the customer advocate and will support enhancement requests.
7. Describe the vendor process, including timeline, when any product functionality is scheduled to be discontinued or unsupported and how this is communicated to customers.	Boomi being a single instance multi-tenant platform keeps all users on the most up to date version of the platform. Boomi publishes releases 11 times per year, the second Saturday of every month except for December. Users can schedule their upgrade window to minimize impact within two weeks of the final release date, in which all remaining Atoms are self-updated. Updates to the AtomSphere platform, the Boomi Atom Clouds and any multi-node (Molecule) run-time generally occur on a rolling restart, with no downtime required. Updates to the customer's local run-time require minimum downtime.
8. Describe the process of reporting product or technical issues. Include in the response your current support model and all associated KPI (key performance indicator) information in regards to expected response time depending on level of severity.	All platform issues are reported in real-time on https://status.boomi.com/ Our current Recovery Time Objective (RTO) is within a 24 hour timeframe. We expect to have customer facing systems up within 2-8. Note Boomi's SLA is 99.99% Support SLA for customer issues are listed in the following link: https://boomi.com/services/support/
9. Describe your escalation procedure. Provide specific representative (include name,	Support requests can be submitted through a link provided in the platform under the help tab. Once a request is submitted escalations should always be

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title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.	run through the Success Director handling a customers' account or by the customer directly, calling us, via chat or the case comments.
10. Describe your products' performance and reliability statistics to include but not limited to expected (or guaranteed) uptime standards.	Our goal is 99.99% service availability. Our SLA information is located on the following web page: https://boomi.com/sla/ Statics related to the platform can be found anytime at stats.boomi.com and the status of the platform is accessible at status.boomi.com
11. In Section X, provide a Pricing Schedule clearly showing the rate that cost increases with an increase in usage.	Please refer to section 5.0.
12. Describe the project management and implementation services that shall be provided to the University from the Contractor. Include a sample implementation and project plan.	The Boomi Enablement Package is a Training and Enablement package designed for Customers interested in building an internal Integration Center of Excellence through Boomi provided Training, Infrastructure and Integration Architecture Design guidance and Integration Development Consulting Support with building out the initial Connectivity and Integration framework and sample Mappings, Process, etc. templates. This model has the customer then taking over responsibility for the remaining and ongoing Integration Development requirements with a block of Boomi Professional Services Support hours for regularly scheduled Review Sessions (reviewing the Development work the Customer has completed) and Go-Live Support for support when the Customer promotes Integrations to Production. This model is best for customers that have a development team with the resources and time to focus on Integration Development. **Included Elements** Two 40 hours (10 days total) of Training packages plus agreed upon blocks of hours for Technical Architecture (40-120 hours) and Integration Development Consulting (120-360+ hours). The number of recommended hours is dependent on the size and complexity of the Project.

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	JumpStart Trainings: • *5-Day Remote JumpStart Training* (Remote Boomi Integration Platform Training) - A Boomi Integration Development Consultant will travel to the Customer's location and deliver three 8-hour days of formal curriculum-based Boomi Platform Group Training and two 8-hours days of Remote Development Consulting working together with the Customer's Development Team on building out the initial framework of the Integration, Processes, etc • *5-Day Remote JumpStart Training* (Remote Boomi Flow Platform Training) - A Boomi Flow Consultant will travel to the Customer's location and deliver three 8-hour days of formal curriculum-based Boomi Platform Group Training and two 8-hours days of Remote Development Consulting working together with the Customer's Development Team on building out Flow workflows, processes, etc. • *Technical Architecture* (Infrastructure and Integration Architecture Design Consulting) - A block of hours (anywhere from 80 to 120 hours depending on the size and complexity of the Project) to provide Infrastructure and Integration Architecture, Design and Development guidance and Best Practices to ensure a successful and scalable implementation. • Integration Development Consultant (Remote Integration Development Consulting) - A block of Remote Consulting Support hours (anywhere from 120 to 360 hours depending on the size and complexity of the Project) to build out the initial Integration framework, establish Connectivity, provide the Customer with Templates (Folder Structures, Naming Conventions, Sample Mappings, Processes, etc.) and then have Customer's Development Team take over the

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	Integration build efforts with Boomi providing on-going Support including scheduled Process Review Sessions and Support during User Acceptance Testing and Promotion to Production (Go-Live). **Implementation Timeline:** What does an average implementation timeline look like? **High-Level Implementation Process & Timelines** (This Sample Timeline relates to a Full Consultancy Engagement) Dell Boomi recommends that all Customer team members involved in Boomi Integrations (in any way), in advance of Project Kick-Off, complete the free Boomi Online LMS Boomi Essentials Training Course to provide a foundational understanding of the Boomi Integration Platform. Once a Boomi Professional Services Order Form is signed a Boomi Project Manager is assigned. Step 1 – Kick-off Call (Week 1) – Team introductions, roles and responsibilities, project objectives and timelines, consulting resource requirements, etc. Step 2 – Consulting Resource Scheduling (Week 1-2) – Based on the requirements and timelines agreed upon in the Kick-Off Call the Boomi Resourcing Team will align the appropriate Consulting Resources to support the Project. Step 3 – Discovery (Week 2) – Initial Remote Discovery & Information Gathering (Boomi Technical Architect and Senior Technical Project Lead / Integration Development Consultant) Step 4 – Remote Training (Week 3 and 4) – Two Weeks (5 days each week) Remote Boomi Integration Platform JumpStart Training. Training at the beginning of the Project with the goal of building a foundational understanding of Boomi to facilitate Discovery and Architectural Discussions. The first Jumpstart will focus on Boomi Integrate

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	(Integration) and the second week on Boomi Flow (Workflow operations). Step 5 – Technical Architecture & Discovery (Week 4-7) – 5 days Remote Architecture Meetings (Boomi Technical Architect and Senior Technical Project Lead / Integration Development Consultant will be Remote) followed by an additional three weeks of Remote Architecture calls, Design and Documentation. Step 6 – Remote Development Consulting (Week 8-*?) – Build out of Integrations (Connectivity, Mapping, Processes, Testing and Promotion to Production (Go-Live)) Step 7 – Remote Training (Week X) – 5 days Remote Boomi Training. Training at the end of the Project (post Go-Live) – Deep-dive review of Integrations built, knowledge transfer and Boomi Administration and Management Training. This is a sample Implementation Schedule. Many factors will need to be taken into consideration when building the Project Plan and Timelines including targeted Go-Live date, personnel availability, etc. At Project Kick-Off additional Discovery will be done which will provide a clearer understanding of the requirements which will allow us to build the Project Plan. **Key Integration Project Milestones** **Requirements Review** (Discovery) – This milestone verifies a well-vetted set of requirements has been established. Development of these requirements will heavily leverage the Business Process Experts. The Boomi Technical Architect and Boomi Integration Developer Consultant as well as the Customer's Infrastructure and Network Administrators, Application Architects and Business/Data Analysts and others will play a critical role in establishing the requirements.

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	Training – This milestone verifies that the Customer's key Project Team members have received an in-depth Training on the Boomi Platform. The goal of the Training is to establish a solid foundation of knowledge and understanding of the Boomi Platform and, if desired, to enable the Customer's Development Team to be able to build and manage future integrations. **Technical Architecture** – This milestone verifies that Boomi has addressed all of the Customer's requirements and Boomi Recommendations around Boomi Run-Time Hosting Options (On-Premise, Cloud or Hybrid) Security, High-Availability, Data Transaction Requirements (Frequency – Real Time, Scheduled/Batch, Volumes, File Types and Sizes, etc.), Supporting Infrastructure Compute Resourcing Requirements, etc. This milestone will leverage Boomi Technical Architecture and the Customer's Infrastructure and Network Administrators, Application Architects and Business/Data Analysts and others. **Integration Development** – Ongoing **Integration Process Review** – This milestone verifies all processes have been built to specification and unit tested successfully. This milestone is performed iteratively as integration processes are complete. This milestone will leverage Boomi Platform Consultants as well as the Customer's Business Process Experts and other Team members. **User Acceptance Test** – This milestone verifies all User Test Cases are in place and ready for User Acceptance Test. User defined test cases should be thoroughly evaluated and used to validate the integration processes. This milestone will leverage Boomi Platform Consultants as well as the Customer's Process Experts and other Team members.

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	Go-Live Readiness Review – This milestone verifies all use cases have been executed successfully, all issues have been identified and no critical issues remain open prior to transition to production operations. This milestone will leverage Boomi Platform Consultants as well as the Customer's Business Process Experts and other Team members. **Promotion to Production (Go-Live)** – Promotion of Integrations to Production. This milestone is performed iteratively as integration processes are complete. This milestone will leverage Boomi Platform Consultants as well as various Customer Team members. **Project Management Approach** A formal Project Backlog will provide priority and sequencing for all project activities. To address changing needs, Customer is free to add, remove, modify, and/or reprioritize Work Items in The Backlog as needed as long as the Work Items are not currently in-progress in an active Sprint. Customer acknowledges that Project Backlog changes may impact the features and capabilities delivered by the Supplier team. In any event, it is Dell Technologies' intent to deliver as much business value as possible within each Sprint based on the known capacity (i.e., velocity) of the joint Dell/Customer delivery team. **Project Management** • Manage and maintain consulting resources. • Manage the escalation process, if applicable. • Manage and maintain project documentation. • Manage Boomi Support inquiries, as applicable. • Maintain and review business analysis, as applicable. • Manage and maintain additional needs and amendments to the existing project.

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	Project Backlog The Project Backlog (i.e., "The Backlog") is a living document and will be regularly updated and changed over the course of the engagement. The Backlog is not an illustration of what Supplier commits to deliver, rather it is a representation of the jointly established priority of Work Items that the delivery team intends to work on in the future. Through the Agile ceremony of Sprint Planning, Work Items from The Backlog are scoped into each Agile Iteration (i.e., "Sprint"), at which point they become a delivery commitment. Customer acknowledges that details of Work Items (i.e., "Stories") included in The Backlog are based on best estimates only, and actual scope/duration may be adjusted based on new information and/or changes to resourcing. Unknown dependencies may also exist and may be revealed during the engagement that could affect timing, scope, and outcomes. **Project Ceremonies** The following Agile ceremonies will be employed to facilitate the clear and effective delivery of transformation outcomes: 1. **Project Stand-Ups**: Supplier and Customer will conduct daily Project Stand-Up meetings. Each day, the joint Dell/Customer delivery team will briefly review the previous day's activities and the upcoming day's work. This provides an opportunity to quickly discuss any dependencies, issues, or blockers, such that they may be promptly resolved. 2. **Backlog Grooming**: Supplier and Customer will conduct bi-weekly Backlog Grooming meetings. Over time and as items are delivered, it is expected that The Backlog will change and adapt to reflect the highest priority needs of the stakeholders and/or business. Backlog changes are managed using a lightweight, yet formal process to ensure that Supplier and Customer are aware of changes that have been

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	requested, and the impact of those changes on the engagement. The basic process for Backlog Grooming is as follows: a) New Work Item is proposed. b) Supplier team de-duplicates request (if necessary) and roughly estimates the level of effort needed to satisfy the requirement. c) Supplier and Customer jointly review latest Backlog with the proposed changes and reprioritizes the items in the backlog. d) Customer publishes the revised Backlog and updates any associated plans/schedules to reflect the changes. 3. **Sprint Planning**: Supplier and Customer will conduct bi-weekly Sprint Planning meetings. Supplier and Customer will incrementally define scope over the course of the engagement through the Sprint Planning process. Sprint Planning is the collaborative process which defines the scope of an upcoming sprint, and provides an opportunity for the stakeholder, SMEs, and the development team to discuss the item or requirement to be built. This collaborative session helps to align efforts with the business and ensures that only the highest value requirements and use cases are built. The basic process for Sprint Planning is as follows: a) Review latest Backlog prioritization. b) Adjust applicable Work Items as needed. c) Select Work Items for sprint based on team velocity. d) Review acceptance criteria for each Work Item. 4. **Sprint Reviews**: Supplier and Customer will conduct bi-weekly Sprint Review meetings. Sprint Reviews are a two-part process that includes (1) a review of the completed and

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	accepted Work Items from the previous Sprint, and (2) a retrospective of what went well or poorly in the Sprint, with the intent to identify improvements moving forward. Some Sprint Reviews will also include a demonstration component wherein the features or capabilities that were completed during the Sprint are presented to the core or extended audience. Demos create an opportunity for the business to provide feedback to the team and to develop new ideas and/or enhancements for The Backlog.
13. Describe your approach to security reviews during each product enhancement cycle.	Boomi's secure coding standards are built upon industry best practices, including OWASP and CERT. Boomi developers receive annual secure coding training. Developed code is scanned using an automated static code analysis tool. Discovered security defects are remediated prior to each release. Application code is also scanned once per month with a dynamic application security testing (DAST) tool. Boomi is subject to an annual web application penetration test from an independent third-party security consultant using a proven methodology. Any identified issues are corrected, and a retest is performed to ensure remediation.
14. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.	Boomi is responsible for isolation and diagnosis of system failures since the platform is a single instance multi-tenant hosted by us in AWS. Additionally, all enhancements and bug fixes to the Boomi platform are tracked through our internal Change Management tracking system. We utilize JIRA to capture enhancement requests and defects generated from Support cases. These backlog items are then translated into all the individual tasks necessary to complete the item. (Development, Testing and Documentation)
15. Describe available Vendor iPaaS “best practice” documentation/templates/diagrams that will be provided to JMU.	Boomi Blueprint Framework delivers best practices compiled from decades of expert experiences with modern application development practices and developed a set of proven best practices and architecture guidelines to give you advice on how to be effective throughout your digital journey using

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	the Boomi platform. The Boomi blueprint is accessible via our Boomi Community site https://community.boomi.com/s/boomi-blueprint.
16. Describe the development methodology used for your system. Provide details about the testing phases, and the roles of the people involved in the possible enhancement and/or configuration of the product.	We employ Agile development methodologies to support our SaaS delivery model. Upgrades are provided monthly. Therefore, our development team schedules work in monthly increments or sprints to provide the necessary adaptability required to support such a model. Release development is completed over a month in advance of a release and propagated to a separate QA environment for full enhancement and regression testing.
17. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, etc.) included in this proposal. Include licensing (if applicable), costs (provide in Section X - Pricing Schedule), support for the product(s), and version (e.g. full or modified).	Boomi does not require third party tools to work with AtomSphere. You can use at your discretion any testing tool that can call out to a web service to initiate tests. Boomi has a list of comprehensive APIs that can be leveraged to interact with your instance of the platform.
18. Describe the client operating system and browser requirements for your product and/or toolset. List any additional client-side software required for development/management of your product.	Today, Boomi is the only iPaaS solution that offers a unified platform, including: • Integrate – connect applications and data across your hybrid IT ecosystem • Hub – synchronize and enrich trusted data with a single source of truth across your enterprise. • Exchange – manage your trading partner network using traditional EDI and modern web services protocols. • Mediate – design, secure and scale APIs through their entire lifecycle • Flow – build customer journeys and automate simple and sophisticated workflows with a low-code rapid mobile responsive web app development tool. • Data Catalog and Prep - Discover all your data, including dark data with an easy-to-use self-service catalog. Combine data from dozens of sources into actionable data sets.

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	Boomi is a true 100% iPaaS solution, offering a single-instance multi-tenant platform in the cloud. There is never anything needed to install on-premises other than a Boomi Atom (light-weight java runtime engine) if you wish to integrate with on-premises resources. Additionally, you can install and configure your own Private Atom Cloud within your own private cloud infrastructure. Atom system requirements are detailed in the link below. https://help.boomi.com/bundle/integration/page/r-atm-Atom_system_requirements.html
19. Describe compatibility among various operating systems (e.g. Windows and Macintosh). Describe any changes to default browser or client security settings to be able to use the product.	Boomi is a cloud based platform and can be accessed with MS Edge, IE, Mozilla Firefox, Chrome, Apple Safari. The Boomi Atom if locally installed supports Linux, Windows, and Docker installations.
20. Describe the maintenance philosophy including frequency and approach to completing updates. Include the process and timing in which customers are notified of maintenance activities and potential customer impact.	Upgrades and maintenance to the Boomi AtomSphere platform that introduce new functionality are scheduled for the second Saturday of each month (between 12 AM and 4 AM.), except December at customers' request. 11 releases a year. Scheduled Maintenance occurs once a week, on Wednesday mornings between 12am — 4am ET. All efforts have been put in place to isolate this downtime from the actual Boomi Atoms themselves. Although not guaranteed, Boomi Atoms will typically be unavailable during this window for less than one (1) minute. Boomi reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours notice, for not more than eight hours at a time.
21. Describe services that may be required in the normal course of operating the system that are not covered under the license cost.	N/A
22. Describe the procedures followed in distribution of	a) Boomi updates 11 times per year. Customers are able to update their "Test" Atoms and test

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information to James Madison University pertinent to system problems. a. Describe the procedure for handling upgrades. Specify how often upgrades are made to the application and how 'patches' and 'fixes' to the system are handled. b. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products or technologies.	the changes against their process before the full release. With the included feature of Boomi Assure, Boomi delivers crowd-sourced regression testing to customers, providing the confidence that platform updates will not break existing integration processes. Customers can submit their integrations and the test data will be run for upcoming platform releases. b) N/A Boomi processes would need only to be updated should the access/authentication to the required application credentials change.
23. Describe other services available 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. Installation and configuration e. Performance and scalability f. Monitoring, administration and upgrades g. Training h. Other	**a) Boomi Development Consultant/Trainer – Training** (Remote) Tasks/Functions - Training • Training at the beginning of the Project – 5-Day Remote Boomi Platform Training – Build a foundational understanding of Boomi to facilitate Discovery and Architectural Discussions and Enable Customer Integration Developers, Business Analysts and Administrators on the core concepts of Boomi iPaaS and how to Build and Manage Integrations on the Boomi Platform. • Training at the end of the Project (post Go-Live) – Deep-dive review of Integrations built, knowledge transfer and Boomi Administration and Management Training. • Senior Technical Project Lead / Integration Development Consultant (Remote & Remote) Tasks/Functions • Primary Technical Point of Contact to Customer's Project Team • Senior Integration Developer • Oversight of Boomi Development Team

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	b) Boomi Project Manager – Implementation life-cycle management Drive efficient technical projects to completion with resource coordination, timeline management, requirements gathering, and documentation. Tasks/Functions • Resource for technical oversight of project initiatives and delivery • Gather requirements and documents • Coordinate resource activities and tasks • Provide development implementation roadmap ownership Activities • Establish project milestones and timelines as part of a formal project plan. • Provide RACI to identify activities ownership. • Provide oversight, ownership and coordination project plan and schedule • Coordinate project objectives and efforts with customer resources for the collection, tracking and verification of specifications and sample data/materials ○ Resource planning and schedule ○ Activity tracking/reporting **c) Technical Architecture** Provide Infrastructure and Integration Architecture Design and development guidance to ensure a successful and scalable implementation. Will assess and advise on Boomi Run-Time Hosting Options (On-Premise, Cloud or Hybrid) Security, High-Availability, Data Transaction Requirements (Frequency – Real Time, Scheduled/Batch, Volumes, File Types and Sizes, etc.), Supporting Infrastructure Compute Resourcing Requirements, etc. This milestone will leverage Boomi Technical Architecture and the Customer's Infrastructure and Network Administrators, Application Architects and Business/Data Analysts and others. Tasks/Functions • Analyze current state, existing and projected future requirements

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	• Assess and advise on Security Requirements • Assess and advise on Infrastructure Hosting, Performance Sizing, Availability (DR/HA), etc. • Provide Infrastructure & Integration Design and Development Best Practices guidance and documentation. **d) Integration Development Consulting Support (Remote)** Tasks/Functions (Full Consultancy = Fully Responsible / Enablement = Assist & Oversight) • Connectivity • Mapping • Process Design & Builds • Testing & Support Customer UAT Testing • Promotion to Production (Go-Live) • Post Go-Live Support (Transition to Boomi Support Team) • Knowledge Transfer **g) Boomi Development Consultant/Trainer – Training** (Remote) Tasks/Functions – Training • Training at the beginning of the Project – 5-Day Remote Boomi Platform Training – Build a foundational understanding of Boomi to facilitate Discovery and Architectural Discussions and Enable Customer Integration Developers, Business Analysts and Administrators on the core concepts of Boomi iPaaS and how to Build and Manage Integrations on the Boomi Platform. • Training at the end of the Project (post Go-Live) – Deep-dive review of Integrations built, knowledge transfer and Boomi Administration and Management Training. • Senior Technical Project Lead / Integration Development Consultant (Remote & Remote)

Vendor & Product Information	Response
	Tasks/Functions • Primary Technical Point of Contact to Customer's Project Team • Senior Integration Developer • Oversight of Boomi Development Team **h. . Boomi Professional Services** USD Rate Card FY20Q1: provide in pricing section below
24. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for the initial project and continued customer support and technical assistance during the term of the contract. Contractor shall be responsible for updating the University with any change in representatives.	SLED Account Manager: Matt East Phone Number: (703) 402-9929 Email Address: meast@thundercattech.com
25. Longevity: Describe the length of time offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.	Boomi has been providing integration solutions to our Higher Education customers since 2010. We have a 97% client satisfaction rating, and a 98% renewal rate.
26. Experience: Describe offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.	Boomi has over 300 Higher Education customers. Many of which have Peoplesoft. Boomi adheres to Dell's legal policy and does not share contact information until time of introduction. Boomi also does not share dates of performance, annual contract costs, etc. as that is considered private information and may be shared by the client if they choose to do so. Please note, references are subject to availability. We are happy to set up a private call between JMU and the reference clients listed when requested

2.0 Narrative Statement (RFP Section V.B.3)

ThunderCat Technology, LLC, is an ISO 9001:2015, Value Added Reseller (VAR) and SWaM-certified, Service-Disabled Veteran Owned Small Business (100% Combat-related Disability) with numerous industry awards and exceptional evaluations for Government contracts. Our specialty at ThunderCat is Software and Hardware (which includes site surveys, system configuration, installation, technical refresh, etc.), networking, virtualization, Cloud, and cybersecurity using 'Best-of-Breed' manufacturers.

In the IT industry, ThunderCat has won CRN Tech Elite 250 (eight times), INC5000 (five years in a row), Forbes Most Promising Small Businesses, Washington Technology Fast 50, Washington Technology Top 100, Solution Provider 500, CRN Fast Growth 150, Washington Business Journal 50 Fastest Growing Companies (also their #1 SDVOSB), SmartCEO GovStar Industry Small Business, SmartCEO Future 50, Ernst & Young Entrepreneur of the Award, VAR 500, DHS Small Business of the Year - 2016 and Best Places to work in Virginia (seven years in a row). As a testament to our success, ThunderCat has grown from $28 million (2008) to $838 million (2020), a 2,892% increase.

One award of significance to James Madison University (JMU) is the CRN Tech Elite 250. CRN is the leading IT industry publication in the nation. This exclusive list honors only those providers who have earned the highest number of advanced technical certifications from leading technology vendors. For JMU, this means we have the organization and discipline to ensure our Team is certified across multiple partners and the latest technologies impacting servers, storage, networking, virtualization, Cloud and Cyber. It also means our engineers, sales managers and support staff are committed to excellence as evident in our total sales of $1.77 billion across 7,334 Delivery Orders (DOs) over the last three years (2017, 2018, 2019). To date, ThunderCat has sold over $3.7 billion in products and services over 14,400 total orders.

The catalyst for ThunderCat's success is CEO Tom Deierlein. Tom first got involved in the technology field in the mid 90′s through sales, marketing and operations of mission critical applications and emerging technologies. Starting with Parametric Technology Corporation, Tom worked with clients such as IBM and United Technologies. He ended up as worldwide Account Lead for electrical connector giant, AMP. In 1996, he joined internet start-up, NetGravity. During this time, he played a key role in the development and sale of the first fully networked version of NetGravity's original AdServer system.

He also played a critical role creating the original storage and hosting relationship between CompuServe and EMC. In 2000, Tom joined up with Dynamic Logic, a technology-based research firm that tracks and reports on interactive advertising performance for clients like Oracle, Cisco, Intel, Dell, Microsoft, and Symantec. As their Chief Operating Officer, he was instrumental in the growth and development of that company from seven-person start up into clear industry leader.

What is critical to Tom's story and that of ThunderCat involves being called back to Active Duty in 2005. Up until this time, Tom graduated from United States Military Academy, West Point in 1989, earned his Airborne Ranger qualification and then onto various leadership positions with the Berlin Brigade. When he returned, Tom gained extensive leadership and operations experience while leading three different organizations and coordinating activities for over 800 personnel from four countries.

Serving as a Civil Affairs Officer in East Baghdad, he helped manage over $290 million in reconstruction and economic development projects. In Sadr City during September of 2006, he was shot by a sniper and critically wounded. The bullet shattered his pelvis and the base of his spine. After eight months of intensive care at Walter Reed Army Medical Center and the VA Polytrauma Rehab Center in Tampa Florida, Tom returned to the business world in June 2007. He finished his second stint as an Army Major, Operation Iraqi Freedom Vet, Bronze Star and Purple Heart recipient (where is now medically retired with a 100% permanent disability rating). Tom's call sign while serving in Baghdad was "ThunderCat 6" – hence our name: ThunderCat Technology. ThunderCat Technology, LLC was started in December 2007.

Tom earned a Master of Science in Systems Management from University of Southern California in 1993 and an MBA from NYU Stern School of Business in 2000. Tom has been quoted and featured in The New York Times, NBC Nightly News, Forbes, Wall Street Journal, MSNBC.com, and PARADE Magazine. In Fall of 2006 a foundation was started by Tom and others to assist Iraqi Children. 'TD Foundation' provides aid to children directly affected by war in Iraq and Afghanistan, as well as to children of wounded warriors and fallen heroes here in the United States. All participants are volunteers of which 100% of the funds goes to children and families in need.

Additionally, Tom is a mentor with 'Care Coalition.' He coaches and supports other severely wounded and disabled Special Operations Command (USSOCOM) soldiers and their families to assist in the transition to the civilian world and workforce.

This commitment to excellence, perseverance and ethical fortitude are staples of ThunderCat's culture of excellence. When it comes to the IT needs of the Commonwealth, ThunderCat has an enviable record in agency-wide or major deliveries of critical importance to the public sector.

Based on ThunderCat's reputation as an impartial advocate for the client, there is a reason for recommending team partner Boomi as the critical arm of 'Team ThunderCat. Boomi was founded in 2000, beginning with "configuration-based" integration. Its technology allows users to build and deploy integration processes using a visual interface and a drag and drop technique. This interface remains one of the key elements of the current Boomi platform. The company was named after Bhūmi, the Hindu goddess representing Mother Earth.

In 2007, Boomi released the technology now known as "AtomSphere," an Integration Cloud. AtomSphere kept the visual, point and click interface for building integrations and can be managed through a browser-based UI

In 2010, Dell took notice. At the time, Dell was actively looking for additional ways to help its customers with their information technology challenges. Integration bubbled up as the top issue for customers grappling with the rapid changes the Cloud was bringing to enterprise IT operations. Dell's customers said they were searching for a way to bridge the old with the new. The answer, Dell found, was Boomi.

Boomi instantly connects everyone to everything with our cloud-native, unified, open, and intelligent platform. Boomi's integration platform as a service (iPaaS) is trusted by more than 15,000 customers globally (over 300 Higher Education customers) for its speed, ease-of-use, and lower total cost of ownership. As the pioneer at fueling intelligent use of data, Boomi's vision is to make it quick and easy for customers and partners to discover, manage, and orchestrate data, while you connect applications, processes, and people for better, faster outcomes.

Boomi's current customer in Higher Education include these respected institutions; American University, Cornell University, and Boise State University.

See Attachment I for resumes of key personnel.

3.0 Small Business Subcontracting Plan (RFP Section V.B.5)
Not Applicable. ThunderCat Technology is a SWaM-certified, Service-Disabled Veteran-Owned Small Business (SDVOSB) that delivers technology products and services to government organizations, educational institutions, and commercial companies.

4.0 VASCUPP Sales (RFP Section V.B.6)
The table below represents ThunderCat's sales during the last twelve months with each VASCUPP Member Institution.

VASCUPP Members	Sales During Last 12 Months
University of Virginia	$4,495.00
George Mason University	$698,821.05
Virginia Commonwealth University (VCU)	$186,560.00
Radford University	$181,299.03
Virginia Polytechnic Institute and State University	$9,439.20
Virginia Military Institute	$85,950.03

5.0 Proposed Cost (RFP Section V.B.7)
See Attachment J: ThunderCat Quote.

5.1 Pricing Schedule (RFP Section X)

A. Scalable Licensing Model with Pricing Tiers (RFP Section X.A)

Licensing Options & Add Ons

Option 1

Boomi Higher Ed Bundle - Total Boomi High Ed Bundle Licensing Pricing Per Year = $193,744.72.

- Advanced Workflow
- Advanced User Security for SOX Compliance
- Version Control
- Parallel Processing
- Services Enablement (real time integration)
- Atom Message Queuing
- (2) Boomi Molecules for High Availability, Fail-over and Load Balancing
- 10 Standard Production Connectors (Salesforce, ServiceNow, Redshift, etc.) https://help.boomi.com/bundle/connectors/page/c-atm-Application_connectors.html [help.boomi.com]
  20 Standard Test Connectors
- 1 Enterprise Connector (SAP and Oracle E-business)
- 2 Enterprise Test Connectors
- **Unlimited FTP/HTTP/HTTPS/DATABASE/SFTP/DISK/MAIL

Connections (Technology Connectors, i.e. Ellucian, Peoplesoft)
https://help.boomi.com/bundle/connectors/page/c-atm-Technology_connectors.html [help.boomi.com]

- API Management Tier 1 (up to 100,000 API calls/transactions per day)
- Master Data Hub (up to 10,000 Golden Records)
- Premier Support https://boomi.com/services/support/ [boomi.com] (25% of total licensing cost)
- Boomi Client Success Manager

Option 2

Boomi Pro Plus Edition - Total Boomi License Pricing per Year including API Management Tier 1 = $98,506.68.

- Advanced Workflow
- Services Enablement (real-time integration)
- 7 Standard Connectors
- 7 Test Connectors
- Added 5 Standard Connectors
- Added 5 Test Connectors
- Total of 12 standard and test connectors to leave you room for growth
- API Management Tier 1 (up to 100,000 API calls/transactions per day) = $16,560 (Optional)

- Premier Support https://boomi.com/services/support/ [boomi.com] (25% of total licensing cost)
- Boomi Client Success Manager

Additional/Optional Licensing and Pricing If Required

API Management Tier 2 (up to 1,000,000 API calls/transactions per day) = $33,120 per year or $16,560 additional to upgrade from Tier 1. Sku = API_Tier1-4
Integration Flex (reporting) = $32,857.80 per year: Sku = i-Flex
Additional Standard Connector = $3,312 each per year: Sku = C_Std1Yr
Additional Standard Test Connector = $1,656 each per year: Sku = STDCONNTEST
Additional Molecule (for High Availability and Load balancing) = $14,352 per year: Sku = M_Mol1Yr
Data Catalog License – 5 users – Sku: DM-CAT-ED = $23,000

B. Discounts (RFP Section X.B)

5 percent discount is available to the other VASCUPP members who may utilize any resulting cooperative contract

C. Pricing Information (RFP Section X.C)

Off-Prem Implementation Remote Option - $66,800

PM-R - Project Management-Hourly Consulting Remote; 24Hrs, Rate; $200.00, Total: $4,800.00
TA-R - TechArch-Hourly Consulting Remote, 40Hrs, Rate; $300.00, Total; $12,000.00
PS-R - ProServ-Hourly Consulting, 160Hrs, Rate; $250.00, Total; $40,000.00
PS-JS - ProServ-JumpStart, 40Hrs; Rate; $250.00, Total; $10,000.00

On-Prem Implementation Option - $96,175.44.

PS-JS-2 - ProServ-JumpStart 40Hrs; Rate $322.91, Total: $12,916.40
TA-O-2 - TechArch-Hourly Consulting Onsite 40Hrs; Rate $397.41, Total; $15,896.40
PS-O-2 - ProServ-Hourly Consulting Onsite 160Hrs; Rate $372.58, Total; $59,612.80
PM-O-2 - Project Management-Hourly Consulting Onsite 24Hrs; Rate $322.91, Total; $7,749.84

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# CMJ-1114

Enterprise Integrations Software (iPaaS)

Type text here

June 2, 2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMJ-1114

Issue Date: **June 2, 2021**

Title: **Enterprise Integration Software (iPaaS)**

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

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

Sealed Proposals Will Be Received Until 2:00 PM on June 30, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Colleen Johnson, Buyer Specialist, Procurement Services, johns9cm@jmu.edu; 540-568-3137; (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:

ThunderCat Technology, LLC

1925 Isaac Newton Square E. Suite 180

Reston, VA 20190

By: _____
(Signature in Ink)

Name: Matt East
(Please Print)

Date: June 30, 2021

Title: SLED Account Manager

Web Address: https://www.thundercattech.com/

Phone: (703) 402-9929

Email: meast@thundercattech.com

Fax #: 571-323-0918

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
X YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

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

REQUEST FOR PROPOSAL

RFP # CMJ-1114

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A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

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

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

F. Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

G. Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet **(All Offerors are required to complete)**

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources in order to establish a national cooperative contract to provide an Enterprise Integration Software through competitive negotiations to James Madison University (JMU), an agency of the Commonwealth of Virginia in collaboration with the Virginia Higher Education Procurement Consortium (VHEPC). 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 at the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

JMU has numerous on-premise and cloud-based applications that require data integration and anticipates significant new application implementations with substantial integration requirements in the coming years. Current applications include Oracle/PeopleSoft Campus Solutions version 9.2, Oracle/PeopleSoft Financials version 9.2, Oracle/PeopleSoft HRMS 9.2, Canvas, Ellucian Advance, and numerous other systems. Among major applications in JMU's environment, integrations and interfaces number in the hundreds. JMU does not currently have an Enterprise Integration Platform in use.

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 an Enterprise Integration Software Platform to support the integration of data between many applications. The continued growth around the need to integrate both on-premise and cloud-based applications, resource limitations, along with the anticipated implementation of significant new cloud-based applications, necessitates an integration strategy to effectively support the needs of the university. JMU has determined a cloud-based integration platform will be a key component of this strategy. We seek a platform that can provide a modern, re-usable, and scalable solution resulting in efficiencies with creating and managing integrations along with being able to

grow as our application ecosystem evolves.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale, and available immediately for use. For this product, JMU is not interested in custom developed software. Describe in detail the manner in which each item is addressed by the system.

A. Application – Features and Functionality

1. Describe the product's ability to support cloud to cloud, cloud to on-premise, on-premise to cloud, and on-premise to on-premise integrations. Specify any limitations or attributes for each scenario.

2. Describe the product's ability to support API's, web services, scheduled jobs and secure file transfers. Include supported web service and API types, and supported secure file transfer types (e.g. SFTP, FTPS, etc.). Given the potential duration of this contractual engagement, JMU will expect that as emerging browsers, operating systems, file types, file transfer protocols, or file sizes, become industry norms, these will become included as part of the base product at no extra charge.

3. Describe in detail, the ability of the product to support delta and full dataset loads. Specify any limitations or attributes associated with each dataset type.

4. Describe the ability of the product to support real-time data transfers. Specify guaranteed real-time data transfer timing.

5. Describe the ability of the solution to support batch data transfers. Specify any limitations or attributes associated with batch data transfers.

6. Specify the maximum data transfer size supported by the tool for the send or receipt of data. Specify any limitations or attributes of the tool regarding data transfers.

7. Specify product supported data and file format types (e.g. text, XML, CSV [and delimiter types], JPEG, etc.). Specify any data and file format types that are not supported by the product.

8. Describe attributes of the user interface for creating and maintaining integrations.

9. Describe in detail, the built-in interface attributes such as pre-built templates, visual designers or wizards to aid in the creation of integrations.

10. Specify the pre-built integration connectors that come standard with the product. If applicable, explain pricing associated with pre-built connectors that are not standard with the out of the box solution. Include any associated costs in Section X - Pricing Schedule.

11. Describe how integrations can be built between applications where pre-built connectors do not exist.

12. Describe the product's capability to reuse components for integration creation. Include details describing the challenges or ease in which pieces of an integration can be reused.

13. Describe the product's scalability in terms of both quantity of integrations and volume/frequency of specific integrations. Specify pricing associated with scalability in Section X - Pricing Schedule.

14. Describe the product's logging capabilities to include but not limited to: the types of logging available, logging configurability options, and if the product supports ah-hoc logging.

15. Describe the product's API creation and management capabilities. If applicable, specify pricing associated with API creation and management in Section X - Pricing Schedule.

16. Discuss the product's standard data encryption capabilities. If applicable, specify non-standard data encryption capabilities and associated pricing in Section X - Pricing Schedule.

17. Describe your product's environment options and discuss how the product manages testing. Provide details such as if there is a test environment available post-implementation or how the production instance of your product supports/manages testing integrations.

18. Describe in detail the reporting capabilities of your product. Provide a list of all reports delivered as part of the base product including a short description of each.

    a. Specify if the product supports customer created ad-hoc reporting.

    b. Specify if the product supports user related tracking of activities such as who is accessing an integration, who made configuration changes, when and where (IP Address) the changes were made.

19. Describe all auditing capabilities and associated logging and data. Include the information recorded with each event. For example:

    a. Successful and failed authentication

    b. Successful and failed access authorization

    c. Successful and failed policy change

20. Describe the product's ability to export audit logs, in particular for ingestion into a SIEM. Include the types of logs that can be exported.

21. Describe the product’s ability to manage version control; specifically, code and configuration version management.

22. Describe the product's dashboard for monitoring and alerts. Specify the product's ability for the customer to configure alerts and level of severity for each integration. Include available alert methods such as email and text messaging.

23. Describe how your product supports system generated emails to (non-IT) end-users that may contain information such as job success/failure and record counts. Discuss customer configurability options of system generated emails.

24. Describe troubleshooting capabilities available while developing an integration.

B. Application – Error Handling & Issue Management

1. Describe the product's error handling capabilities in detail.

2. Describe how the product handles technical disruptions, such as connectivity and system issues.

    a. Specify how the product avoids or resolves scenarios with data loss.

    b. Describe how the product retains/stores data loads until the data transfer is successful to prevent data loss.

3. Describe how the product supports the ability to configure and execute a manual or automatic resend of a data transfer in cases where a disruption occurs.

4. Describe the product tools available to an end user to troubleshoot data issues including but not limited to identifying data that was/wasn't passed as expected.

5. Describe the product feature(s) available to help identify problem area(s) of an integration to aid in resolving the issue(s).

6. Discuss the product feature(s) associated with built-in systematic 'help' or 'suggestions' to aid in resolving integration issues.

7. Specify if the product has a connection time-out feature and if this feature is configurable by the University.

C. Application – Security & Compliance

1. Describe how the product(s) addresses accessibility to ensure the application is accessible to people with disabilities.

    a. Provide a completed VPAT (Voluntary Product Accessibility Template).

2. Describe authentication options.

    a. Provide information on the use of Shibboleth.

    b. Provide detail on the authentication between the product and external services (e.g. single sign-on).

    c. Specify any limitations of using JMU's Authentication Services and/or Shibboleth. Discuss where the User-ID and password are stored.

3. Describe role-based security architecture within the product.

    a. Provide details about role configuration and flexibility.

    b. Provide an example role matrix if applicable.

4. Describe how the product(s) are FERPA (Family Educational Right and Privacy Act), HIPPA (Health Insurance Portability and Accountability Act) and GLBA (Gramm-Leach-Bliley Act) compliant.

5. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system.

6. Describe the process for maintaining and deleting user accounts.

7. Describe the ability to support segregation of duties within the application.

8. Describe the ability to support utility accounts within the application.

9. Contractor shall store and process University Data in a secure site and will provide the most recent copy of a SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. A SOC 2 report is also requested for any subservice organizations that will be used as part of this solution.

10. Provide Attachment G (HECVAT) as a separate Excel file with the electronic submission of the RFP per proposal preparation and submission instructions in section V.A.1.b.

D. Application – Vendor & Product Information

1. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).

2. Describe the data dictionary or schema documentation that shall be provided to the University technical staff.

3. Describe training options and a catalog of training offerings (including differentiation between developer training and administrator training). Include any associated costs in Section X - Pricing Schedule.

4. Describe the vendor process for determining product enhancements.

    a. Provide the most recent roadmap for future product enhancements.

    b. Describe the nature of system enhancements currently in development that are scheduled for release in the next twelve (12) months.

5. Describe or provide an example of a product enhancement communication sent to a customer.

6. Describe the process of how a customer requests or suggests a product enhancement.

7. Describe the vendor process, including timeline, when any product functionality is scheduled to be discontinued or unsupported and how this is communicated to customers.

8. Describe the process of reporting product or technical issues. Include in the response your current support model and all associated KPI (key performance indicator) information in regards to expected response time depending on level of severity.

9. Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

10. Describe your products' performance and reliability statistics to include but not limited to expected (or guaranteed) uptime standards.

11. In Section X, provide a Pricing Schedule clearly showing the rate that cost increases with an increase in usage.

12. Describe the project management and implementation services that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

13. Describe your approach to security reviews during each product enhancement cycle.

14. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.

15. Describe available Vendor iPaaS “best practice” documentation/templates/diagrams that will be provided to JMU.

16. Describe the development methodology used for your system. Provide details about the testing phases, and the roles of the people involved in the possible enhancement and/or configuration of the product.

17. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, etc.) included in this proposal. Include licensing (if applicable), costs (provide in Section X - Pricing Schedule), support for the product(s), and version (e.g. full or modified).

18. Describe the client operating system and browser requirements for your product and/or toolset. List any additional client-side software required for development/management of your product.

19. Describe compatibility among various operating systems (e.g. Windows and Macintosh). Describe any changes to default browser or client security settings to be able to use the product.

20. Describe the maintenance philosophy including frequency and approach to completing updates. Include the process and timing in which customers are notified of maintenance activities and potential customer impact.

21. Describe services that may be required in the normal course of operating the system that are not covered under the license cost.

22. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems.

    a. Describe the procedure for handling upgrades. Specify how often upgrades are made to the application and how 'patches' and 'fixes' to the system are handled.

    b. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products or technologies.

23. Describe other services available 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. Installation and configuration

e. Performance and scalability

f. Monitoring, administration and upgrades

g. Training

h. Other

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

25. Longevity: Describe the length of time offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.

26. Experience: Describe offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

   a. **One (1) original** and **one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

   b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Return HECVAT Attachment with the electronic copy as a separate Excel file. 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

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

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

		Points
1.	Quality of products/services offered and suitability for intended purposes	30
2.	Qualifications and experience of Offeror in providing the goods/services	20
3.	Specific plans or methodology to be used to perform the services	20
4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	20
		100

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

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement*).

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

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

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

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

J. PAYMENT:

1. To Prime Contractor:

    a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

    b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

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

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

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

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

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

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

K. PRECENDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing

Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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

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

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

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

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

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

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

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

From: _____

Name of Offeror Due Date Time

Street or Box No. RFP #

City, State, Zip Code RFP Title

Name of Purchasing Officer:

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

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

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

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in

writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of 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. 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.

J. 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.

K. 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.

L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or

institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

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

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

O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should

have no bearing on the Contractor's employment of an individual outside of James Madison University.

P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

Q. 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.

R. 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.

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. 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 four (4) hours, the contractor agrees to pro-rate maintenance charges to account for the period of inoperability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s)

of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

U. 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.

V. 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.

W. 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, included as part of the annual maintenance fee.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.*

CC. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information, data and records obtained during the performance of this contract, to include personal facts and circumstances related to patients, shall be considered confidential during and following the terms of this contract and will be stored and maintained in strict compliance with applicable state and federal laws, and, further, shall not be divulged without JMU's written consent and then only in strict accordance with said applicable laws. The Contractor shall hold all information provided by JMU as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data, and information in

the possession of the Contractor, provided to or obtained by the Contractor during the performance of this contract and to satisfy the requirements of the contract, shall be provided to JMU in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

DD. 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 an Attestation of Compliance on an annual basis. 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.

EE. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative (see Section VIII.K. *Cooperative Purchasing/Use of Agreement by Third Parties*).

Providing pricing for items requested in I.V. Statement of Needs, <u>including but not limited to</u> potential costs listed below:

A. Provide a scalable licensing model with pricing tiers as applicable for use case and usage growth (i.e. applications integrated, number of users, volume of data, etc).

B. Provide any discounts available to the university and VASCUPP members who may utilize any resulting cooperative contract.

C. Provide pricing information, as relevant for:

   a. Software Development

   b. Project Management

   c. Architecture and design

   d. Installation and configuration

   e. Performance and scalability

   f. Monitoring, administration and upgrades

   g. Integrations and/or third party products

   h. Initial and ongoing training

   i. Other

Services and training should include remote and on premises rates, with any on premises rates inclusive of travel 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/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: 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: Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

Attachment G: Higher Education Cloud 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. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

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

   Years 12 Months 2

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
1. Virginia Dept of Taxation	4 Years	Richmond, Virginia	Melissa McArthur, VCM, MBA/ (804) 786-1291
2. George Mason University	3 Years	Fairfax, Virginia	Jayshree Sarma/ (703) 993-7178
3. Loudoun County	2 Years	Leesburg, Virginia	Carla R. Johnson/ (571) 509-9162
4. Radford University	2 Years	Radford, Virginia	Wendy Bowman/ (540) 831-7532
5. Virginia Commonwealth University (VCU)	1 Year	Richmond, Virginia	Jason Loftgreen/ (804) 628-2897

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

   ThunderCat Technology, LLC

   1925 Isaac Newton Square E. Suite 180 Reston, VA 20190

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [X] NO
   IF YES, EXPLAIN:

ATTACHMENT B

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

Offeror Name: _ThunderCat Technology, LLC_ Preparer Name: _Jean Kim_____

Date: June 30th, 2021

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes__x___ No_____

If yes, certification number: __723626_ Certification date:__valid until 1/22/2025_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__x___

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No_x____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__x___

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _ RFP# CMJ-1114_____ Date Form Completed:____6/17/2021_____

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

Offeror / Proposer:

ThunderCat Technology, LLC (Firm) | 1925 Isaac Newton Square, Suite 180, Reston, VA 20190 (Address) | Jean Kim, 301-996-0140 (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)
none					

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

RETURN OF THIS PAGE IS REQUIRED

Redacted: Pages 119-128

Attachment G: HECVAT for JMU RFP

Attachment G: HECVAT submitted to JMU in an Excel format.

Confidential content.

Attachment H : Boomi-2020-Type 1 HIPAA-Final Report

Attachment H: Submitted as encrypted PDF, not merged into original Proposal document.

Confidential content.

Attachment I: Resumes

Name/Position	
Kent Stokley, SLED Director	
Experience	
Position, Company	Month, Year
Director, SLED; ThunderCat Technology	9/2017 Present
Highlights	
• Capture targeted SLED contracts where ThunderCat has expertise and can add value • Increase ThunderCat presence in VA and other specific areas to utilize SDVOB and small business status. • Oversee all quotes, contracts, and customer outreach to ensure customer satisfaction	
Position, Company	Month, Year
Manager, Enterprise Applications; DLT Solutions	4/2016 9/2017
Highlights	
• Manage team of 7 dedicated to Oracle SLED Sales • Manage contracts, including US Communities which did over $40M in revenue/year • Establish new agreements, including City of Chicago consolidated Oracle BPA – Over $10M/year	
Position, Company	Month, Year
Account Manager, Executive Information Systems	5/2011 2/2016
Highlights	
• Supported entire SLED sales team for SAS – quoting, contracts, order processing, and customer satisfaction. Over $10M/year in orders • Managed contracts and reseller agreements with multiple states and partners • Ongoing training on products and requirements to ensure customer compliance	
Education	
The University of Tennessee, Knoxville. Bachelors in Communication Studies 2006	

Name/Position	
Matt East - NASPO Manager	
Experience	
Position, Company	Month, Year
Accouny Manager, SLED; ThunderCat Technology	10/2019 Present
Highlights	
• Capture targeted SLED contracts where ThunderCat has expertise and can add value • Increase ThunderCat presence in VA and other specific areas to utilize SDVOB and small business status. • Oversee all quotes, contracts, and customer outreach to ensure customer satisfaction	
Position, Company	Month, Year
Director Partner Development, OMNIA Partners/U.S. Communities	10/2013 10/2019
Highlights	
• Developed technology partners business portfolio throughout SLG space • New contract development/research across multiple categories • Strategizing with OEMs to generate new business opportunities within SLG	
Position, Company	Month, Year
Account Manager, Verizon Wireless	5/2003 10/2013
Highlights	
• Supported entire SLED/Federal sales team for wireless technology - quoting, contracts, order processing, and customer satisfaction. • Managed contracts across DOD, Army, and SLED • Ongoing training on products and requirements to ensure customer compliance	
Education	
Averett University – Bachelors – Business Administration	

Attachment J: ThunderCat Quote DV050082.v1.1

This document is proprietary and is intended solely for the use and information of the client to whom it is addressed.
"A Service-Disabled, Veteran-Owned Small Business"

1925 Isaac Newton Sq. E, Suite 180
Reston, VA 20190
www.thundercattech.com

Tax ID: 26-1638572
Duns: 809887164
Cage Code: 50WM7

Customer
James Madison University

Colleen Johnson
(540) 568-3137
johns9cm@jmu.edu

Quote DV050082 v1
Quote Date:
06/23/2021
Expiration Date:
07/23/2021
ID: OPP - 28642

ThunderCat Account Manager

Matt East
SLED Account Manager ThunderCat Technology LLC
A Service-Disabled Veteran Owned Small Business
SWaM Certified
1925 Isaac Newton Square E, Suite 180 | Reston, VA 20190
c: (703) 402-9929 meast@thundercattech.com

Contract Terms

Open Market

Payment Terms are NET 30

With the current COVID 19 pandemic, actual lead times may vary based on
vendor supply and demand

Products

Line	MFPN	Description	Qty	Unit Sell	Ext. Sell
1	PM-R	Project Management-Hourly Consulting Remote	24	$200.00	$4,800.00
2	TA-R	TechArch-Hourly Consulting Remote	40	$300.00	$12,000.00
3	PS-R	ProServ-Hourly Consulting Remote	160	$250.00	$40,000.00
4	PS-JS	ProServ-JumpStart	40	$250.00	$10,000.00
				Subtotal:	**$66,800.00**

Quote Summary

Description	Amount
Products	$66,800.00
Grand Total:	**$66,800.00**

All purchase orders awarded to ThunderCat Technology must contain a shipping Point of Contact, Phone number and Email address.

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# CMJ-1114

Enterprise Integrations Software (iPaaS)

June 2, 2021

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# CMJ-1114

Issue Date: **June 2, 2021**

Title: **Enterprise Integration Software (iPaaS)**

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

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

Sealed Proposals Will Be Received Until 2:00 PM on June 30, 2021 for Furnishing The Services Described Herein.

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

All Inquiries For Information And Clarification Should Be Directed To: Colleen Johnson, Buyer Specialist, Procurement Services, johns9cm@jmu.edu; 540-568-3137; (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.

REQUEST FOR PROPOSAL

RFP # CMJ-1114

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A. Offeror Data Sheet

B. SWaM Utilization Plan

C. Sample of Standard Contract

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

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

F. Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

G. Higher Education Cloud Assessment Tool (HECVAT) - attached as a separate Excel spreadsheet **(All Offerors are required to complete)**

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources in order to establish a national cooperative contract to provide an Enterprise Integration Software through competitive negotiations to James Madison University (JMU), an agency of the Commonwealth of Virginia in collaboration with the Virginia Higher Education Procurement Consortium (VHEPC). 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 at the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 22,000 full and part-time students. The University employs approximately 4,000 faculty and staff.

VHEPC was formed in December 2014. It represents 12 public senior Colleges and Universities in Virginia, in addition to the Virginia Community College System ("Members"). The mission of VHEPC, by using the collective buying power of its Members, is to seek opportunities, leverage suppliers, and recommend courses of action in order to further strategic sourcing initiatives. This RFP is one of the strategic sourcing initiatives. The goal of this RFP and the resulting agreement(s) is to provide an opportunity to reduce costs, minimize administrative burden, and to ensure regulatory and policy compliance for VHEPC and VHEPC Members.

JMU has numerous on-premise and cloud-based applications that require data integration and anticipates significant new application implementations with substantial integration requirements in the coming years. Current applications include Oracle/PeopleSoft Campus Solutions version 9.2, Oracle/PeopleSoft Financials version 9.2, Oracle/PeopleSoft HRMS 9.2, Canvas, Ellucian Advance, and numerous other systems. Among major applications in JMU's environment, integrations and interfaces number in the hundreds. JMU does not currently have an Enterprise Integration Platform in use.

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 an Enterprise Integration Software Platform to support the integration of data between many applications. The continued growth around the need to integrate both on-premise and cloud-based applications, resource limitations, along with the anticipated implementation of significant new cloud-based applications, necessitates an integration strategy to effectively support the needs of the university. JMU has determined a cloud-based integration platform will be a key component of this strategy. We seek a platform that can provide a modern, re-usable, and scalable solution resulting in efficiencies with creating and managing integrations along with being able to

grow as our application ecosystem evolves.

The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale, and available immediately for use. For this product, JMU is not interested in custom developed software. Describe in detail the manner in which each item is addressed by the system.

A. Application – Features and Functionality

1. Describe the product's ability to support cloud to cloud, cloud to on-premise, on-premise to cloud, and on-premise to on-premise integrations. Specify any limitations or attributes for each scenario.

2. Describe the product's ability to support API's, web services, scheduled jobs and secure file transfers. Include supported web service and API types, and supported secure file transfer types (e.g. SFTP, FTPS, etc.). Given the potential duration of this contractual engagement, JMU will expect that as emerging browsers, operating systems, file types, file transfer protocols, or file sizes, become industry norms, these will become included as part of the base product at no extra charge.

3. Describe in detail, the ability of the product to support delta and full dataset loads. Specify any limitations or attributes associated with each dataset type.

4. Describe the ability of the product to support real-time data transfers. Specify guaranteed real-time data transfer timing.

5. Describe the ability of the solution to support batch data transfers. Specify any limitations or attributes associated with batch data transfers.

6. Specify the maximum data transfer size supported by the tool for the send or receipt of data. Specify any limitations or attributes of the tool regarding data transfers.

7. Specify product supported data and file format types (e.g. text, XML, CSV [and delimiter types], JPEG, etc.). Specify any data and file format types that are not supported by the product.

8. Describe attributes of the user interface for creating and maintaining integrations.

9. Describe in detail, the built-in interface attributes such as pre-built templates, visual designers or wizards to aid in the creation of integrations.

10. Specify the pre-built integration connectors that come standard with the product. If applicable, explain pricing associated with pre-built connectors that are not standard with the out of the box solution. Include any associated costs in Section X - Pricing Schedule.

11. Describe how integrations can be built between applications where pre-built connectors do not exist.

12. Describe the product's capability to reuse components for integration creation. Include details describing the challenges or ease in which pieces of an integration can be reused.

13. Describe the product's scalability in terms of both quantity of integrations and volume/frequency of specific integrations. Specify pricing associated with scalability in Section X - Pricing Schedule.

14. Describe the product's logging capabilities to include but not limited to: the types of logging available, logging configurability options, and if the product supports ah-hoc logging.

15. Describe the product's API creation and management capabilities. If applicable, specify pricing associated with API creation and management in Section X - Pricing Schedule.

16. Discuss the product's standard data encryption capabilities. If applicable, specify non-standard data encryption capabilities and associated pricing in Section X - Pricing Schedule.

17. Describe your product's environment options and discuss how the product manages testing. Provide details such as if there is a test environment available post-implementation or how the production instance of your product supports/manages testing integrations.

18. Describe in detail the reporting capabilities of your product. Provide a list of all reports delivered as part of the base product including a short description of each.

    a. Specify if the product supports customer created ad-hoc reporting.

    b. Specify if the product supports user related tracking of activities such as who is accessing an integration, who made configuration changes, when and where (IP Address) the changes were made.

19. Describe all auditing capabilities and associated logging and data. Include the information recorded with each event. For example:

    a. Successful and failed authentication

    b. Successful and failed access authorization

    c. Successful and failed policy change

20. Describe the product's ability to export audit logs, in particular for ingestion into a SIEM. Include the types of logs that can be exported.

21. Describe the product’s ability to manage version control; specifically, code and configuration version management.

22. Describe the product's dashboard for monitoring and alerts. Specify the product's ability for the customer to configure alerts and level of severity for each integration. Include available alert methods such as email and text messaging.

23. Describe how your product supports system generated emails to (non-IT) end-users that may contain information such as job success/failure and record counts. Discuss customer configurability options of system generated emails.

24. Describe troubleshooting capabilities available while developing an integration.

B. Application – Error Handling & Issue Management

1. Describe the product's error handling capabilities in detail.

2. Describe how the product handles technical disruptions, such as connectivity and system issues.

    a. Specify how the product avoids or resolves scenarios with data loss.

    b. Describe how the product retains/stores data loads until the data transfer is successful to prevent data loss.

3. Describe how the product supports the ability to configure and execute a manual or automatic resend of a data transfer in cases where a disruption occurs.

4. Describe the product tools available to an end user to troubleshoot data issues including but not limited to identifying data that was/wasn't passed as expected.

5. Describe the product feature(s) available to help identify problem area(s) of an integration to aid in resolving the issue(s).

6. Discuss the product feature(s) associated with built-in systematic 'help' or 'suggestions' to aid in resolving integration issues.

7. Specify if the product has a connection time-out feature and if this feature is configurable by the University.

C. Application – Security & Compliance

1. Describe how the product(s) addresses accessibility to ensure the application is accessible to people with disabilities.

    a. Provide a completed VPAT (Voluntary Product Accessibility Template).

2. Describe authentication options.

    a. Provide information on the use of Shibboleth.

    b. Provide detail on the authentication between the product and external services (e.g. single sign-on).

    c. Specify any limitations of using JMU's Authentication Services and/or Shibboleth. Discuss where the User-ID and password are stored.

3. Describe role-based security architecture within the product.

    a. Provide details about role configuration and flexibility.

    b. Provide an example role matrix if applicable.

4. Describe how the product(s) are FERPA (Family Educational Right and Privacy Act), HIPPA (Health Insurance Portability and Accountability Act) and GLBA (Gramm-Leach-Bliley Act) compliant.

5. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system.

6. Describe the process for maintaining and deleting user accounts.

7. Describe the ability to support segregation of duties within the application.

8. Describe the ability to support utility accounts within the application.

9. Contractor shall store and process University Data in a secure site and will provide the most recent copy of a SOC 2 or other security report deemed sufficient by the University from a third-party reviewer along with annual updated security reports. A SOC 2 report is also requested for any subservice organizations that will be used as part of this solution.

10. Provide Attachment G (HECVAT) as a separate Excel file with the electronic submission of the RFP per proposal preparation and submission instructions in section V.A.1.b.

D. Application – Vendor & Product Information

1. Describe your customer resource site/s (e.g. documentation, troubleshooting FAQ, product information, release notes, upgrade and patch information, customer community site/s, and product feature requests).

2. Describe the data dictionary or schema documentation that shall be provided to the University technical staff.

3. Describe training options and a catalog of training offerings (including differentiation between developer training and administrator training). Include any associated costs in Section X - Pricing Schedule.

4. Describe the vendor process for determining product enhancements.

    a. Provide the most recent roadmap for future product enhancements.

    b. Describe the nature of system enhancements currently in development that are scheduled for release in the next twelve (12) months.

5. Describe or provide an example of a product enhancement communication sent to a customer.

6. Describe the process of how a customer requests or suggests a product enhancement.

7. Describe the vendor process, including timeline, when any product functionality is scheduled to be discontinued or unsupported and how this is communicated to customers.

8. Describe the process of reporting product or technical issues. Include in the response your current support model and all associated KPI (key performance indicator) information in regards to expected response time depending on level of severity.

9. Describe your escalation procedure. Provide specific representative (include name, title, direct contact information, and length of time with the Offeror) for escalation in the event of unresolved support issues.

10. Describe your products' performance and reliability statistics to include but not limited to expected (or guaranteed) uptime standards.

11. In Section X, provide a Pricing Schedule clearly showing the rate that cost increases with an increase in usage.

12. Describe the project management and implementation services that shall be provided to the University from the Contractor. Include a sample implementation and project plan.

13. Describe your approach to security reviews during each product enhancement cycle.

14. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.

15. Describe available Vendor iPaaS “best practice” documentation/templates/diagrams that will be provided to JMU.

16. Describe the development methodology used for your system. Provide details about the testing phases, and the roles of the people involved in the possible enhancement and/or configuration of the product.

17. Describe your relationship with the vendor(s) of any third-party tools (e.g. SMS vendors, reporting tools, etc.) included in this proposal. Include licensing (if applicable), costs (provide in Section X - Pricing Schedule), support for the product(s), and version (e.g. full or modified).

18. Describe the client operating system and browser requirements for your product and/or toolset. List any additional client-side software required for development/management of your product.

19. Describe compatibility among various operating systems (e.g. Windows and Macintosh). Describe any changes to default browser or client security settings to be able to use the product.

20. Describe the maintenance philosophy including frequency and approach to completing updates. Include the process and timing in which customers are notified of maintenance activities and potential customer impact.

21. Describe services that may be required in the normal course of operating the system that are not covered under the license cost.

22. Describe the procedures followed in distribution of information to James Madison University pertinent to system problems.

    a. Describe the procedure for handling upgrades. Specify how often upgrades are made to the application and how 'patches' and 'fixes' to the system are handled.

    b. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products or technologies.

23. Describe other services available 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. Installation and configuration

e. Performance and scalability

f. Monitoring, administration and upgrades

g. Training

h. Other

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

25. Longevity: Describe the length of time offeror has been actively engaged in providing the proposed resources to higher education institutions. Describe your track record of developing and implementing such systems.

26. Experience: Describe offeror's experience in providing the proposed resources to higher education institutions, namely institutions who are using PeopleSoft Campus Solutions. Provide a list of higher education institutions, with contact information, and current platform where this system is currently running in a production environment.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

   a. **One (1) original** and **one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

   b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Return HECVAT Attachment with the electronic copy as a separate Excel file. 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. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

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

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

		Points
1.	Quality of products/services offered and suitability for intended purposes	30
2.	Qualifications and experience of Offeror in providing the goods/services	20
3.	Specific plans or methodology to be used to perform the services	20
4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	20
		100

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

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement*).

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

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

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

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

J. PAYMENT:

1. To Prime Contractor:

    a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

    b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

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

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

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

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

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

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

K. PRECENDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing

Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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

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

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

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

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

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

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

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

From: _____

Name of Offeror Due Date Time

Street or Box No. RFP #

City, State, Zip Code RFP Title

Name of Purchasing Officer:

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

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

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

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in

writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of 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. 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.

J. 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.

K. 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.

L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or

institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807**. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

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

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

O. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should

have no bearing on the Contractor's employment of an individual outside of James Madison University.

P. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

Q. 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.

R. 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.

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. 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 four (4) hours, the contractor agrees to pro-rate maintenance charges to account for the period of inoperability. The period of in-operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than two (2) consecutive days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s)

of comparable quality, and must be installed and operational within two (2) days following the request for replacement.

U. 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.

V. 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.

W. 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, included as part of the annual maintenance fee.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.*

CC. HIPAA – CONFIDENTIALITY AND RECORDS: The Contractor assures that information, data and records obtained during the performance of this contract, to include personal facts and circumstances related to patients, shall be considered confidential during and following the terms of this contract and will be stored and maintained in strict compliance with applicable state and federal laws, and, further, shall not be divulged without JMU's written consent and then only in strict accordance with said applicable laws. The Contractor shall hold all information provided by JMU as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this contract and/or within thirty (30) days of receipt of final payment for services, all materials, data, and information in

the possession of the Contractor, provided to or obtained by the Contractor during the performance of this contract and to satisfy the requirements of the contract, shall be provided to JMU in hard copy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data, and information and all electronically stored material, data, and information shall be expunged from equipment and systems retained by the Contractor.

DD. 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 an Attestation of Compliance on an annual basis. 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.

EE. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative (see Section VIII.K. *Cooperative Purchasing/Use of Agreement by Third Parties*).

Providing pricing for items requested in I.V. Statement of Needs, <u>including but not limited to</u> potential costs listed below:

A. Provide a scalable licensing model with pricing tiers as applicable for use case and usage growth (i.e. applications integrated, number of users, volume of data, etc).

B. Provide any discounts available to the university and VASCUPP members who may utilize any resulting cooperative contract.

C. Provide pricing information, as relevant for:

   a. Software Development

   b. Project Management

   c. Architecture and design

   d. Installation and configuration

   e. Performance and scalability

   f. Monitoring, administration and upgrades

   g. Integrations and/or third party products

   h. Initial and ongoing training

   i. Other

Services and training should include remote and on premises rates, with any on premises rates inclusive of travel 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/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: 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: Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement

Attachment G: Higher Education Cloud 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. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

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

   Years_____ Months_____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

_____

_____

_____

_____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:_____

_____

_____

_____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: _____ Date Form Completed:_____

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

Offeror / Proposer:

Firm	Address	Contact Person/No.
_____	_____	_____

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

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

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

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

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

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

(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 _____.
   (b) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form dated _____.
   (c) Information Technology Services Addendum dated _____.
   (d) Virginia Higher Education Procurement Consortium (VHEPC) Publicly Accessible Contract Agreement 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:_____

SAMPLE

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 ISO at (ISO@jmu.edu), 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;
      iii. 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
      iv. Upon the University's request, provide the University with a copy of its response.
   b. 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.
   c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. **Data Transfer Upon Termination or Expiration:**
   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.
   b. 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.

c. 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.
d. 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.

10. **Audits:**
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.
b. 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.

JAMES MADISON UNIVERSITY		**CONTRACTOR**	
SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

REV: March 23, 2020

ATTACHMENT E

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

AGENCY NAME: **James Madison University**

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 James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This contract 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** _____

June. 2020

ATTACHMENT F

VHEPC AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 1st day of [Date], is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and [VENDOR NAME], ("[Vendor]").

TERM

The term of this Agreement is until [Date]. This end date coincides with the Primary Agreement's end date.

WITNESS

WHEREAS, the University and [Vendor] have executed an agreement, UCPJMUXXXX, dated MONTH XX, 20XX (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative clause. Now therefore, the University and [Vendor] wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. [Vendor] will:

A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.;
B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

II. The University/Consortium will:

A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
B. Maintain an approved version of [Vendor]'s logo on the Consortium website

III. Payment

A. Payment of PAC Annual Fee will arrive at the Consortium/University no later than MONTH XX of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

SAMPLE

B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
c/o VHEPC
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Vendor]:

[Vendor Contact]
[Vendor]
[Address]
Email: [Vendor Email]
Fax: [Fax]

ACCEPTANCE

For [Lead Institution]	**For [Vendor]**
_____	_____
[Lead Proc Director]	[Vendor Contact]
[Lead Job Title]	[Vendor Contact Title]
_____	_____
Date	Date

Agreement #: [Contract-Number]-PAC

JAMES MADISON UNIVERSITY

June 21, 2021

ADDENDUM NO.: One

TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# CMJ-1114**
	Dated:	June 3, 2021
	Commodity:	Enterprise Integration Software (iPaaS)
	RFP Closing On:	June 30, 2021 at 2:00pm Eastern

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

1) **Question: As an implementation service provider and a partner for various iPaaS platform providers (including Dell Boomi, Jitterbit), can we join hands with the platform provider and bid for this RFP?**
Answer: Subcontracting decisions by an offeror is at the offeror's discretion. As a sealed and active RFP process the offerors will not be made public. A notice of award will be posted in eVA once contract award has been made, but only after proposal review and select negotiations.

2) **Question: Is there a scope of data migration/data cleansing/deduplication related activities involved as part of this RFP?**
Answer: This RFP does not include a scope of data migration/data cleansing/deduplication related activities.

3) **Question: Is the term of the contract flexible?**
Answer: Offerors may provide information on multiyear savings or discounts for consideration.

4) **Question: How many endpoints does JMU have in total at the University? Of these endpoints, how many are in scope for this RFP? Can you provide an entire list of all your endpoints?**
Answer: For the scope of this RFP, the intent is to begin with an integration that involves a small number of endpoints. Over time the expectation is that JMU will increase the volume of integrations and therefore the number of endpoints in play. Ultimately there will be hundreds. Additionally, new systems are purchased and old systems replaced on a regular basis, so this number changes. Provide information in usage/user tiers as indicated in the pricing schedule.

5) **Question: Is real-time integration needed?**
Answer: Yes, support of real-time (sub second) and near real-time integration is desired. Describe any limitation in number of records that can be processed using real-time integration with your product.

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

6) **Question: How many test environments does JMU require?**
Answer: The university will likely utilize one test environment. Provide cost per test environment.

7) **Question: Is creating, exposing and being able to manage API's a requirement in your iPaas Solution? If so, how many API calls/transactions per day are you looking to do? i.e. up to 100,000 per day, up to 1,000,000 per day, etc.?**
Answer: API management is desired. Volume of API calls/transactions is unknown at this time. As with integration endpoints, the expectation is that this would be a low volume initially and increase over time. Specify any limitations in the offered solution.

8) **Question: Is JMU looking for a Data Catalog solution (which will include the features of a data dictionary and business glossary)? If yes, how many users will be accessing the catalog?**
Answer: JMU may have future interest in a data catalog solution. The offeror may provide data catalog product information and cost details as an optional component.

9) **Question: Applications – Features & Functionality #3 –As mentioned in Application Section A question 3, can you describe the dataset loads you are looking to be completed? i.e. what are the source and target systems for the loads? For bulk data integrations, do you have estimates for the volume of records in a bulk data integration? i.e. Total records per day, peak records per hour, etc.**
Answer: JMU has various datasets from a variety of applications which will be defined on a per project and per integration basis. Additionally, new systems are purchased and old systems replaced on a regular basis, so this changes. Each dataset load is unique, depending on the requirements of that system. Specify if there are any limitations regarding volume of records for bulk data integration per day and per hour. Provide information in usage/user tiers as indicated in the pricing schedule.

10) **Question: Applications – Security - #2.c – What provider does JMU use for Authentication Services? Is using this IDP for SSO to the iPaaS platform a requirement?**
Answer: JMU prefers Service Providers which support the SAML protocol, particularly those utilizing Shibboleth as participating InCommon members.

11) **Question: What's the scope of Intended usage of Integration platforms - Integration/API Management/B2B? All of the above?**
Answer: Integration primarily and API management secondarily.

12) **Question: Can you please share the existing application stack and schematic deployment diagram illustrating the topology if possible?**
Answer: JMU maintains multiple applications and therefore topologies vary. In general, they consist of either a two-tier (web/app and database) or three-tier (web, app, and database) architecture. Databases are hosted on either Oracle 19c or MS SQL platforms. Web and application tier servers are either Windows Server 2012 R2 and above or Red Hat Enterprise Linux version 7.

13) **Question: What is the overall scope of implementation of APIs/interfaces, could you please confirm the approximate number of interfaces (Integrations flow) which need to be built?**
Answer: For the scope of this RFP, the intent is to begin with a single integration/interface. Over time the expectation is that JMU will increase the volume of integrations utilizing this platform. Provide information in usage/user tiers as indicated in the pricing schedule.

14) **Question: Will JMU be seeking any reverse engineering of existing integrations in this project?**
Answer: JMU may choose to reverse engineer some existing integrations as is practical. This will be evaluated on a case by case basis.

15) **Question: Do you have any CI/CD environment currently in your ecosystem/roadmap? If so, what are the tools available?**
Answer: JMU does not have continuous integration/continuous delivery framework or tools in place at this time.

16) **Question: Is there any custom framework development in JMU's scope? (i.e. consolidating error handling framework)**
Answer: No, not at this time.

17) **Question: What is JMU's expected implementation timeframe (Start Date, Go Live, etc)?**
Answer: Unknown at this time.

18) **Question: Are we correct in stating that JMU will be responsible for SIT & UAT and vendor will support it?**
Answer: Yes, JMU will perform testing for all integrations utilizing the platform.

19) **Question: Will test data for Unit Testing like test cases and scripts be provided by JMU?**
Answer: JMU will provide test information as appropriate based on implementation services and methodology.

20) **Question: Can you please confirm what JMU requires in terms of an onsite presence for this project, and that remote and/or offshore resources are permitted?**
Answer: JMU does not require onsite presence for implementation. Provide clarifications on offshore resources in proposal.

21) **Question: Regarding the duration of PGLS (Post Go-Live Support), please confirm what is JMU's required PGLS duration?**
Answer: JMU anticipates implementation support for a short period post go live and expects ongoing support of the product. Provide all support levels and associated costs.

22) **Question: Will JMU provide all the functional specification document and mapping sheets for the data flows?**
Answer: After implementation services and methodology are determined, JMU will work with the vendor on data mapping needs as appropriate.

23) **Question: Is AMS (Application Maintenance and Support - L2 or L3) included in JMU's scope after go-live?**
Answer: Describe standard maintenance and support included for all customers as well as options for additional support along with the cost.

24) **Question: If AMS is in scope, what is the overall duration and support window? 9x5, 16x5, 24x5 or 24x7?**
Answer: Describe standard maintenance and support included for all customers as well as options for additional support along with the cost.

25) **Question: We understand that JMU's current applications include Oracle/PeopleSoft Campus Solutions version 9.2, Oracle/PeopleSoft Financials version 9.2, Oracle/PeopleSoft HRMS 9.2, Canvas, Ellucian Advance, and numerous other systems with a few hundred interfaces to be integrated. Are these interfaces related to these applications only, or are there other applications in the landscape?**
Answer: There are many additional applications in use where interfaces/integrations are in place. JMU also expects significant new applications to be introduced into our ecosystem over the next several years. Over time the expectation is that JMU will increase the volume of integrations utilizing this platform. Provide information in usage/user tiers as indicated in the pricing schedule.

26) **Question: Can you please advise what are the specific security implementations that need to be taken care of by the middleware platform?**
Answer: Each integration or project where the integration platform is utilized will include security related requirements. Overall security of the integration platform will be evaluated based on responses in the Security and Compliance section along with documentation requested such as the completed HECVAT and SOC2.

27) **Question: Will JMU consider sharing any specific protocols being used in the ecosystem that needs to be implemented through the platform?**
Answer: At a minimum, existing integration protocols include secure file transfer via supported SSL protocol as well as via secure REST API. As requested, enumerate all protocols supported.

28) **Question: Is JMU looking for the iPaaS vendor to build all integrations, or would JMU prefer to build the integrations on your own? Alternatively, would JMU want some initial set of integrations built by the iPaaS vendor and then train JMU personnel to build and maintain integrations moving forward?**
Answer: JMU is not looking for the iPaaS vendor to build all integrations. JMU would like initial assistance setting up the environment as well as an understanding of services, and costs, offered to get started including items such as training.
Per Section IV Statement of Needs "*The Contractor shall have available and be able to demonstrate the use and functions of the following components and/or features of the system. It is expected that any proposed software will already be fully developed, tested, offered publicly for sale, and available immediately for use. For this product, JMU is not interested in custom developed software.*"

29) **Question: Approximately how many users do you expect will directly interact with the iPaaS solution?**
Answer: JMU expects a small number of users interacting with the iPaaS solution initially (3-5) and increasing over time. Per Section II *Background* and Section X *Pricing Schedule* the RFP seeks a scalable system and information on any tiers/use rates as applicable.

30) **Question: Across all the platforms to be integrated, how much data storage does JMU anticipate needing?**
Answer: Provide information in usage/user tiers as indicated in the pricing schedule.

31) **Question: Does JMU intend to use the Enterprise Integration Platform for process orchestration in addition to systems connectivity (i.e., implementing data enrichment processes and/or implementing semi-automated workflows where human interaction is needed)?**

Answer: JMU would like to understand capabilities of the platform for process orchestration, provide information as available with proposal. Use of these capabilities will be evaluated on a case by case basis.

32) **Question: Is there an existing Technical Support Help Desk system that the Enterprise Integration Platform is expected to integrate with as part of JMU's issue management practices?**
Answer: JMU utilizes the product Cherwell IT Service Management for managing Help Desk support. JMU does not plan to integrate the Enterprise Integration Platform at this time; however, we may have future interest in doing so. Provide information on integration capabilities as relevant to proposal.

33) **Question: What is JMU's data retention policy with respect to Enterprise Integration Platform (days, months, years)?**
Answer: Not known at this time. Provide information in usage/user tiers as indicated in the pricing schedule.

34) **Question: II. Background: The RFP mentions that there are "hundreds" of current integrations and many more likely in the next few years. Approximately how many do you envision being migrated to the iPaaS solution?**
Answer: Provide information in usage/user tiers as indicated in the pricing schedule.

35) **Question: II. Background: Please provide estimated daily transaction volumes expected in the iPaaS solution, or currently observed in existing integrations.**
Answer: Provide information in usage/user tiers as indicated in the pricing schedule.

36) **Question: Section IV.A.3 requests a description of the iPaaS solution's ability to support full and delta dataset loads. The delta load requirement suggests some level of Master Data Management (MDM) to sync data across data sources/repositories may be needed. Please expand on this requirement or provide an example of an integration requiring delta loads.**
Answer: In some scenarios, third party vendors or applications require a data set that includes only new and updated data from the previous data set that was sent (for example, new students from the Student Administration System). In other cases, a full data set is needed each time the data is provided (for example, all students from the Student Administration System). Describe how this can be achieved with the Enterprise Integration Platform.

37) **Question: IV.A.7 Text and image data are listed as file/data format types that should be supported. Is it your intent to possibly implement a higher level of data processing within any given pipeline on unstructured content like text or image (i.e., include NLP or image indexing on payload content as it passes integration platform)?**
Answer: JMU does not intend to include NLP or image indexing at this time; however, there are scenarios where text or image data may need to be integrated/interfaced from one system to another.

38) **Question: IV.C.4 The RFP requires HIPAA compliance as part of the iPaaS solution. Does JMU intend to use the iPaaS solution for any of the following?**
    - **Transport of Protected Health Information (PHI) between University systems via iPaaS**
    - **Storage of PHI on iPaaS**
    - **Consent management for controlled user/system access to patient-consented PHI**

Answer: JMU may utilize the iPaaS solution for transport of Protected Health Information (PHI) or storage of PHI at some point. JMU does not plan to utilize consent management via the iPaaS solution at this time.

39) **Question: IV.C.4 The RFP requires FERPA compliance as part of the iPaaS solution. Does JMU intend to use the iPaaS solution for any of the following?**
- Transport of covered/identifying student information between University systems via iPaaS
- Storage of covered student information on iPaaS
- Consent management for controlled user/system access to student-consented disclosure of their student record data
- Student/alumni directory storage, or will iPaaS provide student data to a student directory?
Answer: JMU may utilize the iPaaS for transport of covered/identifying student information between university systems, storage of covered student information on iPaaS or student/alumni information. This will be evaluated on a per interface/integration basis. JMU does not plan to utilize consent management via the iPaaS at this time.

40) **Question: IV.C.4 The RFP requires GLBA compliance as part of the iPaaS solution. Does JMU intend to use the iPaaS solution for any of the following?**
- Transport of financial aid or financial account/banking information
- Storage of financial aid or other covered financial data on iPaaS
- Consent management for controlled user/system access to financial data
Answer: JMU may utilize the iPaaS for transport of financial aid or other financial information or storage of financial data. This will be evaluated on a per interface/integration basis. JMU does not plan to utilize consent management via the iPaaS at this time.

41) **Question: IV.C.9 Section IV.C.9 requests that the contractor store and process University data. Approximately how much initial storage is required, and what is the approximate growth rate of stored data (if known)? Would JMU be looking for an Enterprise Data Warehouse (EDW) solution as part of this iPaaS solution?**
Answer: JMU expects storage of data in the iPaaS to be relatively temporary on a per interface/integration basis (example is in the case of a destination endpoint failure, JMU would like to be able to utilize the iPaaS to re-execute the interface/integration). JMU is not looking for an Enterprise Data Warehouse as part of this solution. Provide information in usage/user tiers as indicated in the pricing schedule.

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

Sincerely,

Colleen Johnson
Buyer Specialist
Phone: 540-568-3137
Email: johns9cm@jmu.edu