



COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract No. UCPJMU6772

This contract entered into this 11th day of December, 2023, by Sierra-Cedar, 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:

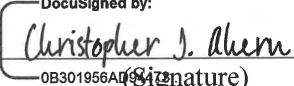
SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

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


The contract documents shall consist of:

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

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

CONTRACTOR:
By: 
OB301956A1194121 (Signature)
Christopher J. Ahern
(Printed Name)

Title: General Manager, Higher Education

PURCHASING AGENCY:
By: 
71ED112D56814 (Signature)
Doug Chester
(Printed Name)

Title: Buyer Senior

**RFP # FDC-1175 Information Technology Consulting Services
Negotiation Summary for Sierra-Cedar, LLC.**

December 1, 2023

- Parties agree that this Negotiation Summary modifies RFP# FDC-1175 and the Contractor's initial response to RFP# FDC-1175, and in the event of conflict this negotiation summary shall take precedence.
- Contractor's pricing schedule for the Purchasing Agency is as follows:
(All prices are in US Dollars and per hour rates)

Oracle Core Technologies and Oracle/PeopleSoft Enterprise Solutions	Onsite	Offsite
Project Manager	240.00	195.00
Senior Engineer/Consultant	230.00	185.00
Engineer/Consultant	230.00	185.00
Functional Manager	230.00	185.00
Functional Lead	230.00	185.00
Testing Lead	230.00	185.00
Security Lead	230.00	185.00
Technical Lead	230.00	185.00

Change Mgmt Training, Svcs, and Certs	Onsite	Offsite
Project Manager	240.00	195.00
Senior Engineer/Consultant	230.00	185.00
Engineer/Consultant	230.00	185.00
Change Mgmt. Lead	230.00	185.00
Training Lead or Consultant	230.00	185.00

Security and Federation Services	Onsite	Offsite
Project Manager	240.00	195.00
Senior Engineer/Consultant	230.00	185.00
Engineer/Consultant	230.00	185.00
PeopleSoft Single Sign-On utilizing Shibboleth, Active Directory, or SAML	230.00	185.00
Web Certificates	230.00	185.00

Other Technology	Onsite	Offsite
Project Manager (AWS)	245.00	200.00
Senior Engineer/Consultant (AWS)	270.00	225.00
Engineer/Consultant (AWS)	270.00	225.00

- Onsite pricing shall be inclusive of all travel costs.
- Billable hours shall be for actual work hours on authorized projects/tasks rounded to the quarter hour. Billable hours shall not include travel time.
- Contractor shall provide detailed invoicing to include project title, number of hours worked onsite and/or offsite, role of individual(s) performing the work, and specific tasks performed.
- The University may also request that these services be provided as a fixed-fee project, as would be mutually agreed to prior to services being rendered, with deliverables billed upon completion of milestones.
- The University may also request that these services be provided as a monthly subscription service, as would be mutually agreed to prior to services being rendered, with deliverables determined by monthly service requirements.
- The Purchasing Agency reserves the right to reject any assigned personnel at any time with or without cause. Contractor shall provide a suitable replacement within a timely manner.
- Contractor has disclosed all potential fees. Additional charges will not be accepted.

10. Special Term and Condition N. *Indemnification* on page 27 of RFP # FDC-1175 is hereby deleted and replaced with the following:

Contractor agrees to indemnify 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, to the extent arising from third party claims for personal injury, damage to tangible property, or intellectual property infringement, provided that such liability is not attributable to the negligence or willful misconduct of the using agency. To the extent Contractor's actions are determined to have been the cause of the third-party claim, Contractor will reimburse reasonable attorney's fees incurred by the using agency.

11. Special Term and Condition K. *Additional Goods and Services* on page 27 of RFP # FDC-1175 is hereby deleted and replaced with the following:

The University may acquire other goods and 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.

12. The following term and condition, *Excused Performance*, is hereby added to the contract:

EXCUSED PERFORMANCE: Contractor's nonperformance of its obligations as to any specific deliverable or other obligation under this Agreement shall be excused to the extent such nonperformance is due to the acts or omissions of the using agency or any third party authorized to act on the using agency's behalf which hinder or delay Contractor's ability to perform its obligations under this Agreement.

13. The following term and condition, *Limitation of Liability*, is hereby added to the contract:

LIMITATION OF LIABILITY: IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT PAID BY THE USING AGENCY PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, ATTORNEY'S FEE AWARDS, OR ANY OTHER CAUSE OF ACTION.

14. The following term and condition, *Warranty*, is hereby added to the contract:

WARRANTY: Contractor warrants that its services will be provided in a professional and workmanlike manner consistent with industry standards and will comply with requirements set forth in the Statement of Work. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW. CONTRACTOR MAKES NO WARRANTIES OF ANY SORT RELATIVE TO THIRD PARTY SOFTWARE.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Sierra-Cedar, LLC

DATE: October 26, 2023

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor as is with no modifications, except as agreed to herein. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Contractor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

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

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

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

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

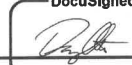
considered in effect;

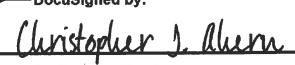
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obliging the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

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

DocuSigned by:

AGENCY by _____
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Buyer Senior
Title _____
Printed Name Doug Chester

DocuSigned by:

CONTRACTOR by _____
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General Manager, Higher Education
Title _____
Printed Name Christopher J. Ahern

October 2022



Master Services Agreement

This Master Services Agreement ("**Agreement**") between Sierra-Cedar, LLC, a Delaware limited liability company with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Consultant") and **[CLIENTFULLNAME]**, a corporation with principal offices at **[STREET]**, **[CITYSTATEZIP]** ("Client") is effective as of the date on which it has been signed by both Parties. Collectively Consultant and Client shall be known individually as a "Party" and collectively as the "Parties".

The Parties agree as follows:

MASTER TERMS AND CONDITIONS

1. Services Provided by Consultant

Consultant shall provide Client with information technology consulting services ("Services") as specified in one or more Statement(s) of Work executed by the Parties (each, a "SOW"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location and approximate start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria. The Services may include the presentation of options and advice, but Consultant will not make any decisions on behalf of Client in connection with such options and advice.

2. Fees, Expenses, & Payment

For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (i) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the then current Consultant standard hourly rates; (ii) reimburse Consultant for all reasonable travel and living expenses incurred pursuant to the provision of such Services as set forth in each SOW or, if the SOW is silent, in accordance with the Sierra-Cedar Travel and Expense Billing Policy attached hereto as Exhibit A, and (iii) pay Consultant within 30 calendar days after the date of each twice monthly invoice. If Client disputes all or a portion of any invoice, Client shall inform Consultant in writing of the nature of the dispute within 30 days after invoice receipt and will pay any undisputed amounts within 30 days after invoice receipt. Any late payment shall accrue interest at a rate of the lesser of 1.5% per month and the maximum amount allowed by law. All payments related to this Agreement are non-refundable. Client is responsible for all sales and use taxes, duties, and customs fees concerning the Services performed hereunder, but is not liable for taxes based on Consultant's income or gross revenue. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer. Sierra-Cedar's preference is to receive payment via ACH. It will provide ACH remittance information upon contract execution. If Client cannot



pay via ACH, remittance may be made to the address designated on the invoice or to the lockbox address designated in Exhibit B.

3. **Staffing**

3.1 Coordination of Resources. Consultant will work with Client to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign a different person to Client's work as soon as possible. Consultant shall have the right to remove or replace an assigned individual with a similarly skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or similar engagement (and identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

3.2 Non-Solicitation.

The Parties acknowledge that their ability to meet their obligations hereunder is dependent on each Party having its skilled and trained employees available as anticipated during the term of the Agreement. In recognition of that need, the Parties agree that during the term of this Agreement and for a period of one year thereafter, neither Party shall solicit for employment or hire, directly or through a staffing or placement agency, or otherwise retain an employee or contractor of the other Party who has been directly involved with the receipt or provision of Services.

4. **Obligations of Consultant**

Consultant shall perform its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

- (a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant's obligations as set forth in the applicable SOW.



5. Obligations of Client

Client shall fulfill the following obligations, in addition to Client obligations set forth in the applicable SOW (collectively "Client Obligations"):

- (a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client Obligations; (ii) participating in the project and assisting Consultant's consultant resources in reviewing Work Product; and (iii) facilitating searches for information and requirements;
- (c) provide Consultant with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services;
- (d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and sufficient space for Consultants to conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services;
- (e) license or subscribe to and provide all of the software that will be required to render Services other than standard productivity software resident on Consultant devices and any software Consultant specifically agrees to provide in a SOW.

6. SOW Change Order Process

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client.

If either Party desires to change the Services to be provided pursuant to a SOW as to which payment for which is not on an hourly basis, the following process shall be followed:

- (a) Consultant will prepare a Change Order for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable;
- (b) When Consultant and Client have agreed on the contents of the Change Order, both parties shall so indicate, either by signing the Change Order or transmitting approval of the Change Order via fax, email, or other electronic means.
- (c) Once a Change Order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.



7. Ownership and Proprietary Rights

- 7.1 Ownership of Pre-existing Technology. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, templates, methodologies, tools, accelerators, specifications, user documentation, training materials, and other materials used by Consultant in the course of its provision of Services which were created prior to or independently of the performance of the Services, plus any modifications or enhancements thereto and derivative works based thereon (collectively "Consultant's Technology"). Client acquires no rights in Consultant's Technology. Client shall not copy, transfer, sell, give, loan, distribute, assign, display, or otherwise make Consultant's Technology available to third parties.
- 7.2 Ownership of Tangible Work Product. The work product created by Consultant for delivery to Client pursuant to this Agreement ("Deliverables") shall mutually belong to Client and Consultant and may be used by each Party for its business purposes.
- 7.3 Ownership of Data Processing Know-how. Client recognizes that Consultant's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how"). To the extent such Know-how is contained or reflected in the Deliverables, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense, give, or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology consulting business of Consultant.

8. Confidentiality

The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information relating to each Party's business, including Consultant's Technology and Know-how. Any such information which is designated in writing as confidential or which a Party should reasonably understand to be confidential will be deemed "Confidential Information".



Confidential Information will not include Know-How. Each Party agrees to store and use the other Party's disclosed Confidential Information only to the extent necessary to perform the Services. Each Party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as it would its own confidential information. Each Party further agrees not to disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees of the need to maintain the confidentiality of the Confidential Information. The Parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and may irreparably harm the non-breaching Party, and that the aggrieved Party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving Party; (ii) was lawfully obtained by the receiving Party from a third party who had no obligation to maintain the Confidential Information as confidential; (iii) was previously known to the receiving Party without any obligation to keep it confidential; or (iv) was independently developed by the receiving Party without the use of or reliance upon the Confidential Information of the disclosing Party. Should either Party receive a subpoena covering Confidential Information, it will, unless prohibited by law, promptly notify the other Party to give the other Party an opportunity to seek relief, should it wish to do so. Client will not disclose to Consultant or provide access to information which is covered by data security laws except to the extent necessary to perform the Services.

9. Warranty and Warranty Exclusions

Consultant warrants that: (a) it will perform the Services in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client's license agreements with such third-party software vendors. CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW. CONSULTANT MAKES NO WARRANTIES OF ANY SORT RELATIVE TO THIRD PARTY SOFTWARE.

10. Sole Remedy and Limitation of Liability

CLIENT'S SOLE REMEDY HEREUNDER SHALL BE RETURN OF FEES PAID TO CONSULTANT FOR ANY SERVICE WHICH CLIENT DEMONSTRATES TO BE IN BREACH HEREOF OR OTHERWISE ACTIONABLE BY CLIENT. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST



DATA, LOST PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT PAID BY CLIENT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, ATTORNEY'S FEE AWARDS, OR ANY OTHER CAUSE OF ACTION. CLIENT ACKNOWLEDGES THAT IT IS WAIVING ANY RIGHT TO RECOVERY UNDER ANY STATE'S UNFAIR COMPETITION/UNFAIR AND DECEPTIVE ACTS OR PRACTICES STATUTE (OR SIMILARLY NAMED STATUTES) TO THE EXTENT SUCH RECOVERY (INCLUDING ANY ATTORNEY'S FEE AWARD) EXCEEDS AMOUNTS PAID BY CLIENT TO CONSULTANT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE.

11. Trademarks/Service Marks

Neither Party has any rights in any trademark or service mark of the other Party and neither shall use such marks without written consent. Consultant may include Client's name and logo on a client list. Consultant will not identify Client as a reference or use Client's name or logo for other purposes without Client consent.

12. Termination

Unless otherwise explicitly agreed by the Parties in the applicable SOW, either Party may terminate this Agreement or any SOW at any time by giving the other Party written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Services performed through the date of termination shall be paid by Client upon the effective date of such termination; (ii) Client shall not be due any refund or credit other than for previously issued credits or refunds for unused prepaid services; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be terminated simultaneously with this Agreement. Either Party may terminate for material breach, but if a Party elects to do so, it will provide a 30 day period for cure. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment, Client's failure to timely comply with its obligations under any SOW, or Client's failure to promptly accept properly performed services by signing Acceptance Certificates required pursuant to any SOW. Notwithstanding, neither party may unilaterally terminate this Agreement while work is ongoing on a fixed-fee or similar SOW other than for a material breach which remains uncured for more than 30 days following written notice by the other party. In the event of termination, Client shall compensate Consultant pursuant to the terms of the Agreement for all accepted work performed through the termination date. Consultant shall be equitably compensated for any work which has been performed prior to notification of termination but has not yet been accepted.



Client agrees to provide Consultant with a minimum of ten business days advance notice of an unscheduled SOW suspension, termination or staffing reduction. In the event Client provides less than ten business days notice, Consultant reserves the right to invoice Client for sixteen hours of consulting services per individual consultant released. In the event of suspension, termination, or staffing reduction, Client shall also be responsible for all non-refundable advance purchase airline tickets scheduled within 10 business days prior to notification of the suspension, termination, or staffing reduction.

13. Dispute Resolution

Except for actions for injunctive relief, the Parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either Party may escalate the dispute by contacting, in the case of Consultant, Brian Fees, Executive Vice President/Corporate Officer (telephone 888-745-3545 or Brian.Fees@Sierra-Cedar.com) or in the case of Client, _____, _____ (telephone _____ - _____ - _____ or _____). These parties shall attempt to resolve the dispute by agreement.

If the dispute has not been resolved within seven days after either Party escalates the process, either Party may initiate non-binding mediation by sending notice in writing to the other Party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The Party receiving the request for mediation shall have three business days after receipt of the request to accept or reject the mediation request and to respond to the initiating Party's suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the Parties, either party may move forward to resolve the dispute in the courts of Fulton County, Georgia.

14. Indemnification

The Parties agree that to the extent permitted by law each will indemnify the other Party and its officers, directors, employees, and contractors from Losses resulting from any third-party claim for personal injury, damage to tangible property, or intellectual property infringement, to the extent such Losses arise from the gross negligence or intentional wrongdoing of the indemnifying Party. "Losses" are amounts the indemnified Party becomes legally obligated to pay pursuant to a final judgment or agreed upon settlement agreed to in advance by the indemnifying Party. Indemnification hereunder does not include a duty to defend, but reasonable attorney's fees and court costs will be reimbursed to the degree that the indemnifying Party is found to have been grossly negligent or to



have engaged in intentional wrongdoing which resulted in (a) a ruling or verdict against the indemnified Party on an indemnifiable third-party claim or (b) a settlement approved in writing in advance by the indemnifying Party that required the indemnified Party to make payment to a third-party. Neither Party will indemnify the other Party for its own negligence or intentional wrongdoing. Neither Party will have the right to be indemnified unless it gives the indemnifying Party prompt notice of any potentially indemnifiable third-party claim.

Client acknowledges that Consultant makes no representations regarding and accepts no indemnification obligation with regard to any third party commercially available software. With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Deliverables outside the scope of this Agreement and/or a SOW; (b) the combination, operation, or use of the Deliverables furnished under this Agreement and/or a SOW with software, hardware, or other materials not furnished by Consultant or reasonably anticipated by the applicable SOW if such infringement would have been avoided by the use of the Deliverables without such software, hardware, or other materials; (c) any modification of the Deliverables not made by or authorized in writing by Consultant; (d) any intellectual property infringement of which Client is aware and does not disclose to Consultant; and (e) any intellectual property infringement caused by Client or anyone under Client's direction or control.

15. General

- 15.1 Notices. Any notices required hereunder shall be deemed received upon delivery by overnight courier with proof of delivery to the following addresses:

If to Consultant:

Sierra-Cedar, LLC
 Attn. General Counsel
 1255 Alderman Drive
 Alpharetta, GA 30005
 With a copy to: CFO

If to Client:

[CLIENTFULLNAME]
 Attn:
[STREET]
[CITYSTATEZIP]

- 15.2 Venue: Choice of Law. Any litigation brought related to this Agreement shall, if brought by Client, be brought in the State of Georgia and, if brought by Consultant, be brought in the county and state of Client's address set forth herein. This Agreement shall be governed by and construed according to the internal laws of the state in which suit is filed. Any action for injunctive relief hereunder shall be brought in the federal or state courts in Fulton County, Georgia.



- 15.3 Attorneys' Fees. In the event of any litigation between the parties hereto relating to the interpretation or enforcement of any of the terms of this Agreement, the prevailing party therein shall be entitled to its reasonable costs and attorneys' fees, all of which shall be included in the judgment rendered in such litigation.
- 15.4 Relationship of Parties. This is an agreement for professional services. The parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither party shall have the authority to bind the other with respect to third parties or in any other manner.
- 15.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.
- 15.6 No Assignment. Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party and Consultant may assign its right to receive payment hereunder.
- 15.7 Payment by Credit Card or Bank Issued Purchasing Card. Sierra-Cedar does not accept payment by credit card or bank issued purchasing card.
- 15.8 Client Use of Third Party Vendors. If Client requests Consultant to submit information such as time records or invoices to a third-party agency such as a vendor manager or payment manager, all costs associated with Consultant's use of the third-party agency shall be borne by Client. Consultant shall have no obligation to provide such third-party agency with confidential or personal information nor shall Consultant's submission of information to the third-party agency relieve Client of any obligations hereunder.
- 15.9 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the parties hereto. Both parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
- 15.10 Insurance. Consultant agrees that it shall maintain at least the following minimum levels of insurance and, upon Client's request, shall cause a Certificate of Insurance to be issued and mailed to the Client.

Type of Insurance:	Policy Limits:
General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000
Umbrella Insurance	\$2,000,000
Workers Compensation and Employer's Liability	Not less than applicable state minimum



Type of Insurance:	Policy Limits:
Errors and Omissions	Not less than \$2,000,000

Mailing Address for Certificate of Insurance:
[CLIENTFULLNAME]
Attn:
[STREET]
[CITYSTATEZIP]

- 15.11 Schedules, Exhibits, and Attachments. These terms are used interchangeably and refer to the following referenced documents:

Reference	Description
A.	Sierra-Cedar Travel and Expense Billing Policy
B.	Sierra-Cedar Labor and Rates Policy
C.	Reserved
D.	Reserved
E.	Reserved
F.	Reserved
G.	Reserved

- 15.12 Force Majeure. Either Party shall be excused from performance hereunder for any period such Party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, pandemic, civil disobedience, court order, labor dispute, or other cause beyond such Party's reasonable control. Such non-performance shall not constitute grounds for termination or default.
- 15.13 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and supersedes all prior agreements and/or representations between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both Parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any purchase order will have any



effect on the obligations of the Parties under or otherwise modify or be incorporated into this Agreement.

- 15.14 No Conflict. Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.
- 15.15 Electronic Documents. The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.
- 15.16 Change in Document. By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum, each Party will be deemed to represent to the other that the signing Party has not made any changes to such document from the draft(s) most recently provided to the other Party by the signing Party, or vice versa, unless the signing Party has expressly called such changes to the other Party's attention in writing (e.g., by "redlining" the document or by a comment in a memo or email).
- 15.17 Excused Performance. Consultant's nonperformance of its obligations as to any specific Deliverable or other obligation under this Agreement shall be excused to the extent such nonperformance is due to: (a) the acts or omissions of Client or any third party authorized to act on Client's behalf which hinder or delay Consultant's ability to perform its obligations under this Agreement; or (b) unanticipated substantive changes to applicable laws and regulations that interrupt, delay, or fundamentally alter the scope of the engagement.
- 15.18 Survival. All sections of this Agreement which by their nature would be expected to survive termination or expiration will do so. This includes but is not limited to sections 2, 3.2, 7, 8, 9, 10, 14, and 15.17.

IN WITNESS WHEREOF, the Parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

Sierra-Cedar, LLC

[CLIENTFULLNAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
SIERRA-CEDAR TRAVEL AND EXPENSE BILLING POLICY

The following are Sierra-Cedar's policies for consultant travel and expenses:

Actual Costs:

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Sierra-Cedar in accord with IRS guidelines.

Airfare:

Client is responsible for the cost of round trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. Sierra-Cedar assumes the cost for any penalties arising from Sierra-Cedar requested schedule changes.

On international travel with flight time greater than 7 hours, Client will be charged for a business class ticket unless other arrangements have been made in advance.

Lodging:

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of Sierra-Cedar's or Client's corporate rate at designated national brand hotels whenever possible.

Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA") tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at www.gsa.gov/perdiem, and the meal per diem breakdown at www.gsa.gov/mie. Foreign Per Diem Rates can be found at http://aoprals.state.gov/web920/per_diem.asp.



Car Rental:

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.

Taxis/Trains:

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:

Mileage is billed at the current published IRS mileage rate.



EXHIBIT B **LABOR AND RATES**

BILLABLE TIME POLICY

The following are Sierra-Cedar's policies with respect to consultant time billable to Client:

Hours Worked:

Unless otherwise specified in a SOW, Consulting support is billed on a time and expense basis, based on the actual hours worked on Client matters, whether performed onsite or offsite. Client matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight hours per day will be charged unless prior arrangements have been made for part time work.

International Travel:

For assignments in North America, including Canada and Mexico, Sierra-Cedar will bill Client a minimum of eight hours when travel is required. For assignments to South America and Europe, Sierra-Cedar will bill Client a minimum of 40 hours. For assignments to Asia, Africa, Antarctica, Australia, and New Zealand, Sierra-Cedar will bill Client a minimum of 65 hours.

Lunch or Travel Time:

Client will not be billed for consultants' lunch or travel time, unless work or business is conducted during that time.

SIERRA-CEDAR STANDARD RATES & PAYMENT

Payment of any invoice sent by Sierra-Cedar shall be due 30 days after the invoice date. Invoices shall issue twice monthly. Sierra-Cedar's preference is to receive payment via ACH. It will provide ACH remittance information upon contract execution. If Client cannot pay via ACH, remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, LLC
PO Box 402521



Atlanta, GA 30384-2521

Compensatory Tax – If a Sierra-Cedar employee works at a client site for longer than one year, the assignment may be deemed permanent by taxing authorities such that reimbursement for living expenses is treated as taxable income to the employee. Consultant and Client will work together to arrange project schedules to avoid this result. If Client's needs are such that Client cannot agree to an arrangement which will avoid taxation to the employee for living expenses required by the Client project, Client agrees to pay Sierra-Cedar the amount of additional compensation Sierra-Cedar pays to its employee to compensate for such additional taxes.

Travel Inflation Adjustment (applicable only to engagements with travel-inclusive rates) – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the travel component of fees payable under this Agreement by the effective increase in Consumer Price Index for All Urban Customers ("CPI-U") for the 12 months ending November 30th of the prior year. Consultant shall provide not less than 30 days notice of such increase.

Inflation Adjustment (applicable only to engagements which do not have specific language regarding rate increases during the life of the Agreement) – On January 1 of each year during the life of this Agreement, Consultant shall be entitled to increase the fees payable under this Agreement by the effective increase in CPI-U for the 12 months ending November 30th of the prior year. Consultant shall provide not less than 30 days notice of such increase.

Response to: REQUEST FOR PROPOSAL RFP# FDC-1175

Proposal:
James Madison University
Information Technology Consulting Services

REDACTED COPY

August 15, 2023

Jennifer Goldberg
Business Development Manager
jennifer.goldberg@sierra-cedar.com
(770) 545-6644
www.sierra-cedar.com



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Brian E. Fees
Chief Financial Officer/EVP
(678) 385-7544
contract.compliance@sierra-cedar.com

August 15, 2023

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

Attn: Doug Chester, Buyer Senior
(540) 568-4272 | chestefd@jmu.edu

RE: RFP #FDC-1175 Information Technology Consulting Services

Dear Mr. Chester:

Sierra-Cedar is pleased to present its proposal for James Madison University's Request for Proposal #FDC-1175 for Information Technology Consulting Services. Sierra-Cedar is a leading provider of Oracle consulting and hosting services for higher education. Having completed over 2,500 projects with 370+ higher education institutions, including two other VASCUPP member institutions (the University of Virginia and University of Virginia Medical), we bring extensive knowledge and experience to our engagements.

Our proposal outlines our approach to delivering a wide range of information technology services related to JMU's current or future Oracle systems. Our objective is to serve as a trusted technology advisor, understanding JMU's needs and proposing effective technology services to support JMU IT staff. With over two decades of experience as a leading independent Oracle services provider, we specialize in helping colleges and universities achieve their organizational, operational, and transformational objectives. We believe in collaborative project execution, acting as trusted advisors with shared responsibility. This joint approach empowers JMU to gain self-sufficiency upon project completion and for future initiatives.

Should you have any inquiries regarding our response to the RFP, please reach out to Jennifer Goldberg at (770) 545-6644 or jennifer.goldberg@sierra-cedar.com. We eagerly anticipate the opportunity to collaborate with James Madison University in achieving its information technology objectives.

Sincerely,

Brian E. Fees
Chief Financial Officer / Executive Vice President
Sierra-Cedar, LLC



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Executive Summary

Our Understanding

JMU seeks qualified firms to provide technology expertise and services to support the university. These contractors will assist with special projects, act as technology advisors, and support JMU IT staff. They will provide reports summarizing options and recommendations and conduct research, implementation, troubleshooting, and other technical tasks. The initial contract will be for one year, with the possibility of renewal for up to four additional one-year periods.

JMU is a comprehensive university in Harrisonburg, Virginia, and part of the statewide system of public higher education in the Commonwealth. JMU was an early adopter of Oracle/PeopleSoft's Campus Solutions product and served as a beta for its development and implementation. The University also uses Oracle's PeopleSoft Financials, Human Resources, and the Interaction Hub for JMU's self-service portal, as well as Oracle's Identity Management suite.

JMU is undertaking a multi-year initiative called "Reengineering Madison" to implement major technology platforms, including a Salesforce-based enterprise Customer Relationship Management (CRM) system and new data solutions for data management and visualization. The initiative also involves replacing JMU's current PeopleSoft ERP platform, which includes Finance, Human Resources, and Student Administration applications and applications for managing constituent identities.

Our Approach

Sierra-Cedar's proposal focuses primarily on Oracle/PeopleSoft services. We are responding to the following five items from RFP Section IV, Statement of Needs:

- Item a. Oracle Core Technologies
- Item b. Oracle/PeopleSoft Enterprise Solutions
- Item g. Change Management Training, Services, & Certification
- Item h. Security and Federation Services
- Item i. Other Technology

Sierra-Cedar also offers public hosting services for JMU's Campus Solutions application using Amazon Web Services. The priority for all Sierra-Cedar projects is joint project execution with significant client involvement and responsibility, allowing our clients to remain largely self-sufficient at project completion. Upon receiving a specific project request, Sierra-Cedar will provide a more detailed recommendation for the engagement approach and allocation of responsibilities.

Why Sierra-Cedar

At Sierra-Cedar, we are committed to providing exceptional value to our clients by consistently delivering high-quality services. Our experienced Oracle practitioners follow our robust project approach, which we have refined over many higher education projects, and support with a valuable suite of project deliverables, tools, and accelerators. As JMU evaluates our proposal, we encourage the University to consider what sets Sierra-Cedar apart from other service providers:

- **Experience and Commitment to Higher Education** – With a successful track record spanning 25 years and more than 2,500 ERP-related technology projects, we are a recognized leader in deploying Oracle systems for the nation's largest and most complex higher education institutions and systems, including large, complex R1 research universities, the American Association of University (AAU) members, and academic medical centers.

- **Leading Implementer of Oracle Student Systems** – Sierra-Cedar is a leading implementer of Oracle Student Cloud; we are the prime implementer for 13 of 24 Student Financial Planning (SFP) implementations across higher education. Two of the three Early Adopter institutions have also engaged us to lead their deployment of Student Management. Our decades of Student System experience and strong track record completing over 50 Oracle Campus Solutions implementations as the prime contractor help mitigate the risks of deploying an evolving application. More than 70% of the full Oracle Student System implementations completed over the last ten years were led by Sierra-Cedar.
- **Focus on Client Success** – During our technology projects, we prioritize process improvement, knowledge transfer, and organizational readiness to empower clients to embrace change, optimize their technology investments, and improve the user experience.
- **Quality Consulting Personnel** – Our consultants average 16 years of experience working with Oracle applications and technology. They are higher education specialists, communicators, and problem-solvers who understand the challenges faced by their client counterparts.
- **Accelerators and Toolkits** – We offer implementation accelerators and toolkits developed and enhanced over many complex implementations.
- **Breadth and Depth of ERP-Related Service Offerings** – We take pride in being a one-stop shop for our clients' ERP needs, offering a complete suite of services for Oracle's Cloud, including implementation services, quarterly update support services, application maintenance, support, and technology migration services.

We look forward to discussing how Sierra-Cedar can help JMU achieve continued success in the future.

Section 1: Cover Sheet

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

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

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

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

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

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

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

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

Name and Address of Firm:

Sierra-Cedar, LLC

1255 Alderman Drive

Alpharetta, GA 30005

Date: July 13, 2023

Web Address: www.sierra-cedar.com

Email: contract.compliance@sierra-cedar.com

By:


(Signature in Ink)

Name: Brian E. Fees

(Please Print)

Title: Chief Financial Officer / EVP

Phone: (678) 385-7544

Fax #: (678) 385-7541

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

Rev. 3/2/23

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Section 2: Plan and Methodology for Providing the Goods/Services

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

IV. Statement of Needs

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

1. Corporate Competencies/Experience Providing IT Consulting Services

Describe your corporate competencies/experience providing IT consulting services for one or more of the technologies listed below.

- a. Oracle Core Technologies**
- b. Oracle/PeopleSoft Enterprise Solutions**
- c. Desktop and Mobile Device Management
- d. Microsoft Azure and M365
- e. Okta
- f. Data Analytics/Visualization/Warehouse/Lake
- g. Change Management Training, Services, & Certification**
- h. Security and Federation Services**
- i. Cisco Technologies, Infrastructure Support, and Virtualization
- j. Audio Visual Technologies
- k. Secure Research Enclaves
- l. Other Technology**

Sierra-Cedar's higher education practice has maintained a decades-long commitment to serving colleges and universities with enterprise application support services, including implementations, upgrades, and hosting. Our consistent, long-term focus on higher education clients distinguishes us from our competition. In the 27 years since Sierra-Cedar's higher education practice began, we have completed over 2,500 Oracle/PeopleSoft implementation and upgrade projects for over 370 colleges and universities. Our higher education division generates approximately 50% of Sierra-Cedar's revenue and has done so for more than 15 years.

a. Oracle Core Technologies

Sierra-Cedar combines real-world, industry-specific business experience with technical expertise to provide an extensive set of services for the following Oracle applications and technologies:

- Oracle Cloud Applications
- PeopleSoft (HCM, Finance, and Campus Solutions)
- Enterprise Performance Management (Hyperion)
- Oracle Business Intelligence (Analytics Cloud and Data Integrator)
- Oracle E-Business Suite hosting
- Oracle Technology & Integration

Continued Section 2, 1: a.

WebLogic Administration

Our WebLogic Administrators can work in a fast-paced and complicated environment. Our consultants are skilled in assessing and maintaining WebLogic environments, deployments, and resources. Our skill set includes WebLogic experience and the ability to recommend process and organizational improvements. Sierra-Cedar consultants will work closely with JMU team members to identify JMU's needs and assist with developing and implementing strategies.

Oracle Database Administration and Tuning

Our Oracle DBAs are skilled at installing and upgrading the Oracle Database server and application tools, allocating system storage and planning future storage requirements for the database system, creating primary database storage structures, sizing objects (tables, views, indexes), modifying the database structure, and controlling and monitoring user access to the database. We will also work with your DBA support staff to monitor and optimize the performance of the database and changes in backup and recovery strategies for database information.

b. Oracle/PeopleSoft Enterprise Solutions

Sierra-Cedar is one of Oracle's largest partners focused on implementing Oracle applications for higher education and public sector clients. Oracle has recognized Sierra-Cedar for providing outstanding customer success in Oracle Cloud implementations. Our clients benefit from the company's strong working relationship with Oracle as an Oracle/PeopleSoft partner for over 27 years. We are also a member of Oracle's higher education industry strategy council and work closely with Oracle's Product Development team.



Sierra-Cedar's experienced Oracle/PeopleSoft consultants are quickly adapting and gaining the knowledge and specializations necessary to help our clients achieve their strategic initiatives and goals using new Oracle Cloud technologies.

Additional information about Sierra-Cedar's certification and Oracle recognitions is available at <https://partner-finder.oracle.com/catalog/scr/Partner/SC2PP-CEDARCRESTONE.html#profile-overview>

Broad Range of Oracle Service Offerings

Sierra-Cedar offers a wide variety of hosting and other outsourcing options for JMU's PeopleSoft and Oracle applications, including:

Functional/Technical Consulting — Sierra-Cedar offers a wide range of Oracle/PeopleSoft consulting services on a time and expense basis. Sierra-Cedar employs more than 90 dedicated senior higher education consultants averaging more than 20 years of experience in Higher Education and 12 years of Oracle application experience in Oracle's PeopleSoft, Cloud, and E-Business systems, as well as Oracle middleware, development tools, and upgrade methodologies (Selective Adoption, PUM). We offer a full range of project services, from large full-service implementations to staff-augmentation services surrounding a particular business function, depending on the client's need. Sierra-Cedar follows a rigorous project methodology outlined further in *Section 2* of this Proposal.

Managed Public Cloud — Sierra-Cedar has a solid commitment to working with those of our clients who have elected a strategic direction toward movement to the public cloud. Sierra-Cedar takes full advantage of automation and public cloud APIs to deliver a robust service platform containing features

Continued Section 2, 1: b.

such as rapid application deployment, configuration management, self-healing, auto-scaling, automated system patching, and many more.

Upgrade Lab — Sierra-Cedar's Lab services provide an offsite, economical means of completing clients' PeopleSoft application upgrades. Highly qualified and experienced PeopleSoft consultants have completed over 200 PeopleSoft application lab upgrades. Sierra-Cedar consulting services can be integrated with its upgrade lab services to provide clients with a broader range of services related to an upgrade.

Application Management Services (AMS) — AMS provides all the application support and management experience of the Sierra-Cedar host service offering while allowing the client to retain ownership and operation of the underlying computing assets in the facility of its choosing. Sierra-Cedar can provide support services for PeopleSoft, EBS, Hyperion, and Oracle technology infrastructures. Our AMS support team is knowledgeable and experienced and can provide high-quality AMS assistance.

IT Technical Management — Sierra-Cedar Technical Management provides technical specialization and support for IT infrastructure management. Our consultants can play an essential role in the technical aspects of designing, testing, operating, and improving IT services and JMU projects, as well as in helping JMU develop the skills required to operate the IT infrastructure required.

Remote Technical Support — Sierra-Cedar provides technical support remotely to our client PeopleSoft/Oracle ERP project teams. Our remote technical support teams can assist with almost any development or technical support need. For example, clients can obtain help with customizations, interfaces, integrations, reports, technical applications, and database administration -- without incurring the travel and living expenses required for onsite consulting resources.

PeopleSoft Infrastructure Architect — Sierra-Cedar's PeopleSoft Infrastructure Architects can support all activities related to PeopleSoft infrastructure on the x86 and Unix architecture across various platforms and operating systems for JMU. Our consultants possess a strong understanding of PeopleSoft infrastructure technology backed with hands-on operational experience on one or multiple platforms and can provide performance assessment and troubleshooting experience.

Integration Broker Configuration/Troubleshooting — Sierra-Cedar's consultants are proficient in all aspects of the Integration broker environment as an integration point and messaging application for PeopleSoft systems. Our consultants are experienced in troubleshooting, configuring, and working with the services, including web services, application messages, and gateway offerings.

Web Services – SOAP/REST/HTML — Sierra-Cedar resources have experience with Application Integration Framework web services that provide external applications a web-service-based means of accessing Application Integration Framework map information. In PeopleSoft, web services are implemented using the PeopleTools Integration Broker (IB) framework. Our consultants have experience with many APIs that are delivered to integrate with other applications.

PeopleSoft Update Manager — Sierra-Cedar has extensive experience with PeopleSoft Update Manager (PUM), the lifecycle management process for PeopleSoft 9.2. We can assist JMU with application maintenance needs. We offer workshops and onsite consulting assistance, utilizing all of the components of this strategy.

Oracle PeopleSoft Middleware Tuning — Sierra-Cedar's PeopleSoft Administrators can tune the PeopleSoft Pure Internet Architecture components, the web server, and the application server. We work

Continued Section 2, 1: b.

with your team to assist with sizing issues or tuning the application servers. We can assess and configure JMU's load-balancing strategy, and we can recommend and implement services to verify and highlight changes in traffic volumes and response times. Sierra-Cedar specializes in tuning skills related to the web servers, such as examining the component processor, Application Messaging Broker, and Process Scheduler.

Data Archiving — Sierra-Cedar's technical consultants are experienced with assessing archiving requirements and needs. Our consultants can assist with developing an archiving roadmap to facilitate moving historical data from PeopleSoft to various other media, including database tables, partitions, historical databases, as well as moving historical data to the Cloud.

Mentoring/Training for PeopleSoft Infrastructure — Many of our consultants have been working with PeopleSoft for 15+ years and can help mentor new staff. We offer PUM and PeopleTools training to help get newer staff members up to speed on newly released technologies.

g. Change Management Training, Services, & Certification

Sierra-Cedar's Change Management professionals are ProSci-certified. Our Change Management services include the development of strategic plans on the institutional level, tactical business process analysis, proposals for process redesigns, communication, user acceptance, organizational transformation, and structural reorganization. We provide guidance and support from initial concept and proposal development through implementation and evaluation.

h. Security and Federation Services

PeopleSoft Single Sign-on utilizing Shibboleth, Active Directory or SAML — Sierra-Cedar has experience with PeopleSoft single sign-on and other authentication services such as Shibboleth, Active Directory, and SAML. We have also integrated PeopleSoft sign-on with programs like Shibboleth and PeopleSoft Portal.

Web Certificates — Sierra-Cedar consultants have installed and configured web certificates at the load balancer, Integration broker, and Webserver layers for PeopleSoft. We can assist JMU with troubleshooting issues that arise from the keystore layers.

i. Other Technology

Sierra-Cedar offers an extensive line of services that span several different applications and platforms. Sierra-Cedar can host or extend clients' on-premise PeopleSoft systems with Amazon Web Services and other industry-leading tools. Upon receipt of a specific project request, Sierra-Cedar will provide the necessary approach, potential contributions, and commitments for the identified technology.

Continued Section 2, 1: I.

Amazon Web Services (AWS) Cloud Services — Sierra-Cedar's singular combination of cloud managed services experience, consulting success, and higher education focus enables Sierra-Cedar to deliver exceptional AWS services to clients like JMU. Sierra-Cedar began its AWS journey in 2016, recognizing the potential of this next-generation datacenter to create more value for our PeopleSoft clients. We have reinvented our hosting service on AWS and continue to build on our successes by innovating with new tools and processes.

In the last eight years, Sierra-Cedar has grown its services portfolio to include expertise in over one hundred different AWS services and DevOps/Infrastructure-as-Code technologies including Terraform, Open Policy Agent (OPA) and GitHub/GitLab in service with both PeopleSoft and non-PeopleSoft workloads. Sierra-Cedar maintains over 130 AWS related certifications and accreditations.

Below we describe four recent Sierra-Cedar higher education AWS service engagements, demonstrating the wide range of use cases and potential value that public cloud services can bring to colleges and universities.

- **University of California Office of the President (UCOP)** – In an environment complicated by COVID-19, Sierra-Cedar, AWS, and UCOP worked collaboratively to plan and complete an AWS migration project within an aggressive six-month timeline and completed the transition to AWS in December 2020. In addition to PeopleSoft HCM, migrated environments include Informatica, PeopleSoft UPK, and an enterprise reporting system (Data Dissemination Operational Data Store, or DDODS). Sierra-Cedar continues to support UCOP's AWS environment and PeopleSoft HCM application through our Cloud Managed Services offering.
- **Ivy League University** – Sierra-Cedar began the University's Campus Solutions 9.0 implementation on-premise in March 2013. For the go-live term of Fall 2015, Sierra-Cedar transitioned the University's PeopleSoft Campus Solutions application to Sierra-Cedar's private host platform, on time and within budget. Sierra-Cedar has provided the University with ongoing hosting services ever since. We also helped the University upgrade to Campus Solutions 9.2 for go-live in July 2019. In parallel, we migrated the application from Sierra-Cedar's private host platform to AWS. Sierra-Cedar continues to manage the University's PeopleSoft Campus Solutions 9.2 environments in AWS.
- **Arizona State University (ASU)** – Sierra-Cedar implemented PeopleSoft Campus Solutions and HCM 8.0 for a Fall 2007 go-live term on Sierra-Cedar's private host platform. We believe this was the nation's first hosted implementation of Campus Solutions. Sierra-Cedar has hosted ASU ever since. During the fall of 2019, Sierra-Cedar completed the migration of ASU's PeopleSoft Campus Solutions and HCM environments to AWS. Sierra-Cedar continues to manage ASU's PeopleSoft Campus Solutions 9.2 environment in AWS.
- **Kansas State University (K-State)** – In late May 2018, there was a fire in the building that held the K-State datacenter in its basement. The resulting water damage ultimately destroyed the datacenter. Over Memorial Day weekend, Sierra-Cedar performed an emergency migration of PeopleSoft HR to AWS, enabling K-State to pay its employees on time. Sierra-Cedar then contracted with K-State to perform a full migration of its PeopleSoft Campus Solutions and Oracle EBS environments to AWS. The applications went live in AWS during the fall of 2019. Sierra-Cedar



Advanced
**Consulting
Partner**

Education Competency
Oracle Competency
Public Sector Partner
Solution Provider
Immersion Day Partner

Continued Section 2, 1: I

continues to manage K-State's PeopleSoft Campus Solutions and HCM and Oracle EBS environments in AWS.

These and additional Sierra-Cedar client success stories can be found online at: <https://www.sierra-cedar.com/client-success-stories/>.

2. Approach and Methodology

Describe approach and methodology that will be used to provide IT consulting services to James Madison University. Include how your firm would manage the scope of projects.

Our Philosophy

Sierra-Cedar's philosophy for all higher education projects remains constant. We focus first on the people. We work directly with our clients to optimize their technology to help faculty, administrators, staff, and students efficiently and effectively use applications to perform business processes. Our projects are successful because we work with each client to configure applications that address the institution's specific business process needs. We strive to assist people with performing their respective roles and responsibilities within the institution in a way that helps deliver quality work quickly.

Our Guiding Principles

Regardless of the institution's goals and objectives for a project, Sierra-Cedar's team members use three fundamental principles to guide our clients through a successful project:

1. Understand the Institution

Sierra-Cedar does not assume that JMU is like any other institution, and we will not try to mold you into something you are not today and do not aspire to be tomorrow. Accordingly, we constantly seek to understand how you envision the past, the present, and the future – strategically and tactically.

2. Tailor the Project Management Methodology to Optimize Scarce Resources

Sierra-Cedar has used its Propel Methodology to successfully implement and upgrade Oracle applications for many higher education clients. Propel is based on the Project Management Institute Project Management Body of Knowledge (PMI® PMBOK®) standards. While the methodology addresses all aspects of an Oracle implementation or upgrade project, it also allows tailoring specific steps so that activities can be performed in a way that optimizes the use of an institution's existing leading practices in project management. Our consultants enter your environment and work with you to determine how to refine our project management methods, procedures, tools, and techniques in a way that makes good use of your existing practices and your people. We strive to limit the learning curve so everyone can quickly get to successfully executing a well-designed project plan.

3. Prepare the Institution for Change

Technology projects must focus on the people to achieve success. The degree by which people are ready, willing, and able to accept any change imposed by a system upgrade must be high for the project to succeed. Sierra-Cedar's consultants are trained to deliver services designed to focus on managing change throughout the project lifecycle. Consultants will deploy different strategies with various individuals in the organization, i.e., at the senior level, with middle management, frontline staff, and end users. These strategies include workshops, visioning sessions, focus groups, surveys, information

Continued Section 2, 2.

sessions, open forums, one-on-one communications, satisfaction surveys, and more. Activities will be sequenced to align with and address the varying needs and expectations of those impacted by the change this initiative will impose on them.

Sierra-Cedar's Propel Methodology

The following provides a high-level overview of Sierra-Cedar's Propel Methodology. Sierra-Cedar will use this methodology as the foundation for any Oracle/PeopleSoft-related projects arising from this proposal for Information Technology Consulting Services. Below we provide information about the significant components of our methodology, including activities and associated tools and techniques utilized to achieve specific deliverables in each phase.



Sierra-Cedar's Propel Implementation Methodology provides a structured blueprint that guides project teams through configuring and deploying the new Oracle Applications to leverage leading business practices, enable automation, and build the foundation for future innovation. Experienced Sierra-Cedar consultants provide project management support, organizational readiness support/training, and functional and technical consulting. Sierra-Cedar also uses its advanced tools to facilitate rapid design, improve quality, accelerate configuration and data conversion, promote learning, and enforce requirements traceability. We recognize that when our clients succeed, we succeed.

The following describes our five implementation phases and their related activities and accelerators.

Phase 1 – Calibrate

Calibrate Activities

In the Calibrate phase, JMU and Sierra-Cedar set project expectations. Sierra-Cedar also works with JMU to:

- Plan the project and define the processes that will govern the deployment
- Conduct a kickoff meeting to orient the entire project team to the defined engagement objectives and how the team will execute the initiative
- Schedule and conduct workshops to gather setup information to support the functional design and define technical details for integrations and data loads
- Review and document security and testing requirements and prepare plans to address them



Calibrate Activities

Project Charter and Project Schedule
Assemble, Orient, and Educate Project Team
Organizational Kickoff Meeting
Readiness Assessment
Generate the Requirements Traceability Matrix
Business Process Design Workshops

Calibrate Accelerators

Project Management Tools and Templates – Our project manager uses a portfolio of tools and templates to facilitate project planning and status reporting, assignments, the project calendar, issue management, actuals to budget, and project standards.



Calibrate Accelerators

Project Management Tools & Templates
Change Management Tools, Surveys, & Templates
Requirements Traceability Matrix

Transformation (Change) Management Tools, Surveys, and Templates – Our transformation management lead uses a portfolio of tools, surveys, and templates to help assess change readiness, align leadership to the project, design and execute the communications plan, and assess and remediate

Continued Section 2, 2.

change impacts. Since the training program is a subset of the transformation management program, these artifacts also facilitate the training strategy, course outlines, and training logistics.

Requirements Traceability Matrix (RTM) – The implementation team uses the RTM to gather and organize requirements and confirm that the design, configuration, testing, and training steps accommodate and link to each of the stated requirements.

Phase 2 – Configure

Configure Activities

In the Configure phase, the project team performs configuration activities in alignment with the business process design. Sierra-Cedar conducts workshops with JMU project team members to demonstrate functionality and validate that the system behaves as expected and meets JMU's documented business requirements.

Data conversion, like table configuration, is an iterative process; as such, the team will manage it through a detailed conversion plan. The conversion plan details the source data and target data, mapping and translation, cleansing, and testing with a defined schedule that ties into the overall project schedule.

JMU cleanses data in the source systems or a staging area (such as Excel) and performs any required translations of the data elements. Sierra-Cedar analyzes the source system data, facilitates the mapping exercise, and provides data conversion templates to assist with data migration. JMU and Sierra-Cedar are responsible for reviewing and testing the conversion for accuracy and quality. The team tests the conversion iterations and compares data in the legacy system side-by-side with the converted data in Oracle Cloud. Sierra-Cedar identifies additional cleansing and/or modifications to the conversion scripts for successive conversion runs. The project team prepares, loads, and completes the initial verification of the JMU data.

During this phase, Sierra-Cedar identifies any additional development and configuration areas (e.g., reporting, integrations, workflows), documents the areas with specifications and develops each area for testing during the Validate phase. Sierra-Cedar works with JMU to build and unit test the integrations and reports.

The project team also develops a preliminary cutover plan outlining the steps necessary to transition to go-live.

Configure Accelerators

Higher Education Configuration Handbook – The handbook includes standard configuration instructions for common higher education requirements. The implementation team uses the handbook to help guide the configuration and document the specific configurations made for each client.

Portfolio of Business Process Procedures – The portfolio includes documented transactional procedures for business processes. Sierra-Cedar updates the specific



Configure Activities

- Business Process Configurations
- Document Business Process Procedures
- Build Data Conversions, Interfaces, and Reports
- Configure User Profiles
- Security Planning
- Organizational Readiness Assessment



Configure Accelerators

- Configuration Handbook
- Portfolio of Business Process Procedures
- Portfolio of Interfaces
- Mapping & Visualization Tools for Data Conversions

Continued Section 2, 2.

procedures for each client and uses the procedures as inputs for training materials and end-user job aids.

Portfolio of Interfaces – Sierra-Cedar developed and maintains a portfolio of interfaces we tailor and reuse. The portfolio includes a description and instructions, file layouts, staging tables, loading scripts, and test scripts for each interface.

Portfolio of Reports – Sierra-Cedar maintains a portfolio of reports developed on prior implementations that we tailor and reuse. The portfolio includes a description and instructions, the report layout, and the report file, which contains the code, related configuration, and options for each report.

Mapping and Visualization Tools for Data Conversions – The cloud applications include many file-based loaders that use formatted Microsoft Excel spreadsheets and open interface tables for loading and validating data into the applications. Sierra-Cedar facilitates using the delivered utilities and accelerates the data conversion process by providing instructional guides, mapping templates, lists of values templates for loading referential data, and staging spreadsheets and tables. To facilitate the validation process, Sierra-Cedar provides a data visualization tool to verify that the loaded data satisfies documented expectations.

Phase 3 – Validate

Validate Activities

During the Validate phase, Sierra-Cedar conducts an end-to-end review to help validate the final configuration, which Sierra-Cedar then uses to configure the Production environment in the next phase. During the end-to-end review, the project team executes a series of Test Validation Scripts to verify the proper functioning of the software, including interfaces, data conversions, and reporting. The test cases will also exercise the JMU data the project team loaded to the Staging environment to validate the mapping. Sierra-Cedar conducts the testing process with two key milestones: System Integration Testing (SIT) and User Acceptance Testing (UAT).

Sierra-Cedar holds a train-the-trainer event during this phase to prepare for training end-users. As in the previous phases, a checkpoint at the end of the phase confirms that the project team has met stated objectives and obtained necessary approvals.

Once the application configuration is complete, the functional team creates documentation and plans necessary for system testing and end-user training. To support this effort, the functional team uses the documentation of new business processes and design from the Configure phase.

Validate Accelerators

Portfolio of User Test Scripts – The implementation team uses the portfolio of user test scripts and test plans to accelerate tailoring JMU-specific test scripts and test plans for use during the unit, system, integration, and user acceptance testing cycles.



Validate Activities

- Load Full Dataset
- Interface with External Applications
- Develop Reports
- End-to-End Process Validation
- Develop Training Documentation
- Finalize Cutover Plan



Validate Accelerators

- Portfolio of User Test Scripts
- Portfolio of Automated Test Scripts
- Portfolio of Training Documentation

Continued Section 2, 2.

Portfolio of Training Materials – Developers use the portfolio of training materials to accelerate tailoring JMU-specific classroom training materials for use during the delivery of end-user education. The portfolio also includes job aids Sierra-Cedar tailors for the end-user community to access as quick reference guides.

Phase 4 – Transition

Transition Activities

Before cutover, the team completes testing and delivers end-user training. Once the system has successfully completed all testing cycles and no critical issues remain with the tested system, the tested system is ready for migration to Production.

At this point, the project team conducts a readiness assessment to determine whether the new system is ready for Production. The intent is to validate that the team has configured the system, fully tested it to successful results, and trained the end-users on system transactions and processes. The assessment results help the executive sponsors validate that JMU is ready for the transition and helps reduce the risk of post-Production issues.

The cutover plan identifies a specific point in the JMU processing cycle when the migration to Production will occur. Once project executives approve proceeding, the project team executes the cutover plan, which entails validating the process and that the system is ready to begin Production, releasing the system to JMU's end-users and transitioning them into support roles, and finally assisting the user community and troubleshooting any issues that may arise.



Transition Activities

- End User Training
- Production Cutover
- Production Configuration Validated
- Production Data Loaded
- Interfaces Activated
- User Access is Turned On
- Final Review and Approval
- Go Live

Phase 5 – Realization

Realization Activities

At this point, the system and related business processes are used in Production. The Realization phase's primary objective is for the project team to support JMU and validate the operation of the Production system.

In the first week, the project team proactively assists end users with first-time transactions. The project team also validates the results of the initial transactions and the overall information flow against the documented expectations of the end-user community. The team conducts this business process audit several times during the first month of Production to confirm that the system and related processes function as expected. The team also evaluates the training program, which helps transfer project knowledge so end users can operate effectively.



Realization Activities

- Production Support
- Knowledge Transfer Complete
- Quality Review

Ongoing Support

Sierra-Cedar continues to support JMU through the stabilization of each pillar. Our consultants also prepare the JMU team to manage ongoing support for quarterly updates, thus enabling JMU to implement functionality for new business requirements that arise.

3. Names, Qualifications, and Experience of Personnel

Provide the names, qualifications, and experience of personnel to be assigned to James Madison University. Designate who would be assigned as the primary contact for the account.

Jennifer Goldberg will be responsible for managing Sierra-Cedar's relationship with JMU and will work directly with the University as needed to provide qualified candidates in response to resource requests resulting from this RFP or to follow up on Statements of Need. She will provide consultant resumes/references and/or facilitate interviews as appropriate. She will also work with JMU to define specific deliverables and outline a statement of work (SOW) for each engagement as appropriate. Ms. Goldberg's account management services are primarily provided remotely.

Ms. Goldberg has more than 28 years of experience in Higher Education, 22 years of experience with PeopleSoft, and has been employed by Sierra-Cedar for more than 17 years.

In addition to account management services provided by Ms. Goldberg, Sierra-Cedar will provide JMU with executive project oversight by an experienced higher education project executive sponsor and/or a delivery manager, for a combined total of up to eight hours per month, once a SOW is signed. The complimentary, high-level support of our Account Manager and higher education project executive sponsor and/or delivery manager – which is intended to supplement but not replace executive oversight by JMU – is an integral part of our standard business model.

Sierra-Cedar is experienced and successful with staffing numerous projects simultaneously. We can quickly scale engagements from a single consultant to dozens of consultants, each with varying skill sets and start dates depending on need. Our higher education executive team works in collaboration with the Higher Education Practice's full-time recruiting and staffing managers to effectively monitor and anticipate our clients' shifting requirements.

Since the RFP does not identify a specific project, Sierra-Cedar provides representative summary consultant profiles in **Appendix B**. Although Sierra-Cedar cannot guarantee the availability of specific consultants prior to a signed agreement or letter of intent, all consultants assigned to JMU projects will be senior higher education consultants with experience and knowledge comparable to that of the consultants presented in this proposal.

4. Continuity of Consultants

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

Sierra-Cedar understands the importance of continuity and strives to staff its projects with consultants it expects will be able to serve for the duration of the project. The Sierra-Cedar Account Manager will work closely with JMU and the consulting team to provide appropriate continuity and take prompt corrective action if such issues arise.

Sierra-Cedar may occasionally introduce specific skill sets for a specific purpose and duration or release an individual from the project whose skill set is not needed at the time. If the skill set becomes needed again, Sierra-Cedar may bring in a different individual to complete the task.

5. IT Consulting Services Available

Describe IT consulting services available from your firm. Examples of services may include, but are not limited to, the following:

- a. Implementation
- b. Development
- c. Project Management
- d. Architecture and Design
- e. Capacity Planning
- f. Installation and Configuration
- g. Performance and Scalability
- h. Conversion
- i. Monitoring, Administration and Upgrades
- j. Training Development
- k. Operations Metrics

Sierra-Cedar is a professional services firm that specializes in meeting the enterprise information technology needs of the higher education, public sector, and commercial markets. Our Higher Education practice supports our clients' mission-critical Oracle enterprise applications with consulting services, managed services, and public cloud hosting.

A certified partner of both Oracle and AWS, Sierra-Cedar offers a comprehensive, integrated portfolio of services as depicted in *Figure 1. Sierra-Cedar's Services*. Depending on project scope, these services can incorporate most or all of JMU's example services (a through k) listed above.

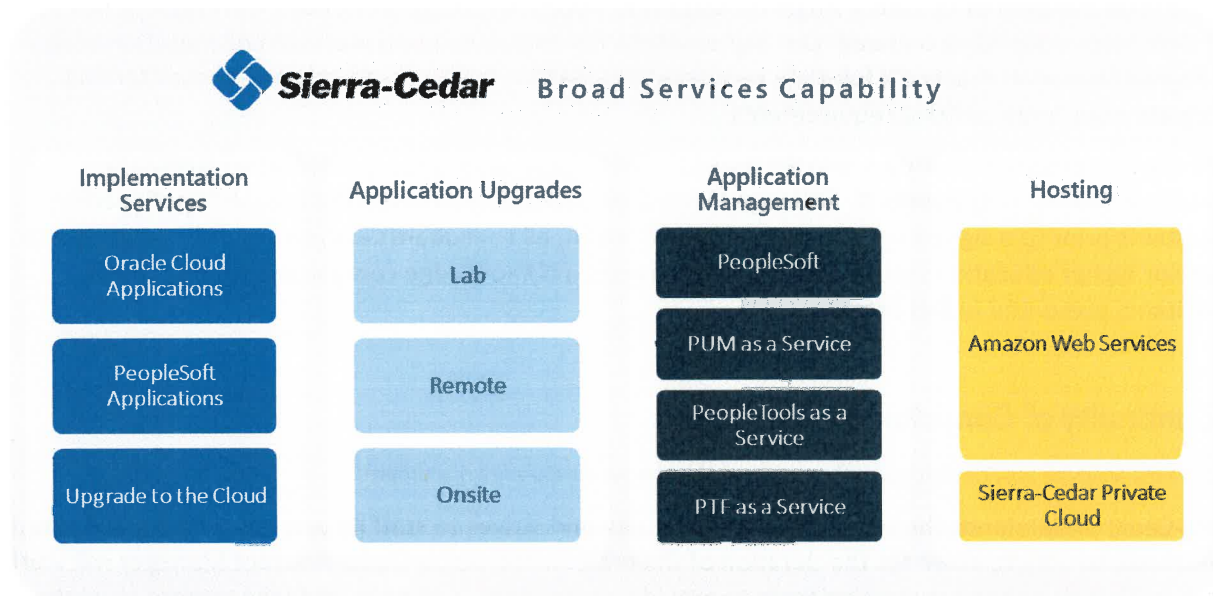


Figure 1. Sierra-Cedar's Services

6. Training Options

Describe training options and specify associated costs in Section X. Pricing Schedule. Include a catalog of training offerings and differentiation between technical staff and end-user training.

Sierra-Cedar offers a full range of training services, typically as part of a comprehensive system implementation or upgrade engagement. The following discussion highlights our training methodology and approach and applies primarily to implementation or upgrade project engagements. Depending on the specific need, however, Sierra-Cedar can also provide JMU with standalone Oracle training services on a time and expense basis. We provide training service rates in *Section 7* of this response.

Our Training Approach

Sierra-Cedar recognizes that the success of any system implementation or upgrade project depends significantly on the perception of those who use the new system. When individuals possess the knowledge, skill, and ability to successfully accept and use a system, their perception is frequently favorable. When people find accepting and using a new system challenging, their perception is negative, and success is at risk.

Sierra-Cedar will work closely with JMU throughout each project to design and deliver a training, coaching, and mentoring strategy and plans to consistently meet or exceed the expectations of those who use and support the system.

Sierra-Cedar's training philosophy is simple: deliver the right training to the right people at the right time efficiently and effectively. Our role-based training approach includes a needs analysis, strategy, and course curriculum designed to meet the needs of JMU's key user groups: the core functional team, help desk, technical support team, and end users. Sierra-Cedar provides trainees with the necessary performance support tools to continue and reinforce their learning of the new Oracle applications.

Elements of the JMU Training Strategy and Plan

Effective training/education plans must address the needs of the project team, the end-user community, and JMU support personnel who will assume sustainment responsibility (i.e., administration and maintenance of the business processes and software) once the applications are live. Sierra-Cedar believes that learning is a process and not an event. In addition to informal training and knowledge transfer activities, end-user training and rollout are critical to each project. Sierra-Cedar's approach focuses on the evolving needs of the end users and the overall JMU community, as each audience has different training needs.

Each of the following aspects of training plays a role in achieving this objective:

- **Oracle Training** – Oracle provides free online training for its clients to acclimate themselves to the applications and learn, at a high level, how to navigate their journey as Oracle application users.
- **Knowledge Transfer** – Consultant-to-client knowledge transfer occurs throughout the project lifecycle between Sierra-Cedar's consultants and the JMU team members, with the expectation that JMU's resources gain the knowledge and skills they require in their respective roles for sustainment.
- **Project Team Training** – Sierra-Cedar provides Project Team Training opportunities for project team members to gain the knowledge and skills they require to perform their respective roles and deliver on their responsibilities for the project.

Continued Section 2, 6.

- **End-User Training** – Sierra-Cedar helps JMU design, develop, and deliver process-based end-user training to address the specific needs of each JMU end-user community. End-User Training can be delivered in one or more ways designed to effectively address JMU’s audience, including online webinars, recorded training sessions, and in-person classroom sessions. We recommend that JMU deliver training just before going live with specific software functionality and processes.
- **Recurring End-User Training** – Sierra-Cedar delivers training content designed to address JMU’s ongoing needs, including training required for new JMU employees or individuals who replace someone in a current role. The content includes course curriculum (in electronic form) as well as pre-recorded sessions.

Consultant-Led End-User Training

Although it is not our recommended approach, some clients wish to have Sierra-Cedar consultants deliver training to the end-user community. The timing of this training is critical. The end users should be trained just before go-live to retain knowledge of the new system capabilities. After each training session, end users complete training evaluations. This feedback helps to refine training delivery and materials and conduct necessary follow-ups.

Sierra-Cedar has a strong team of higher education training specialists who can provide a combination of training services. Sierra-Cedar will work with JMU during the initial phase of each project to customize the scope of our training services and develop a strategy and draft plans to meet the University’s specific training needs effectively.

7. Examples of Recent Projects – **CONFIDENTIAL**

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

Sierra-Cedar’s clients are delighted with our performance leading their implementations, and many return to Sierra-Cedar for subsequent engagements. Below we describe four examples of recent client projects we believe are particularly relevant to JMU:

[REDACTED]

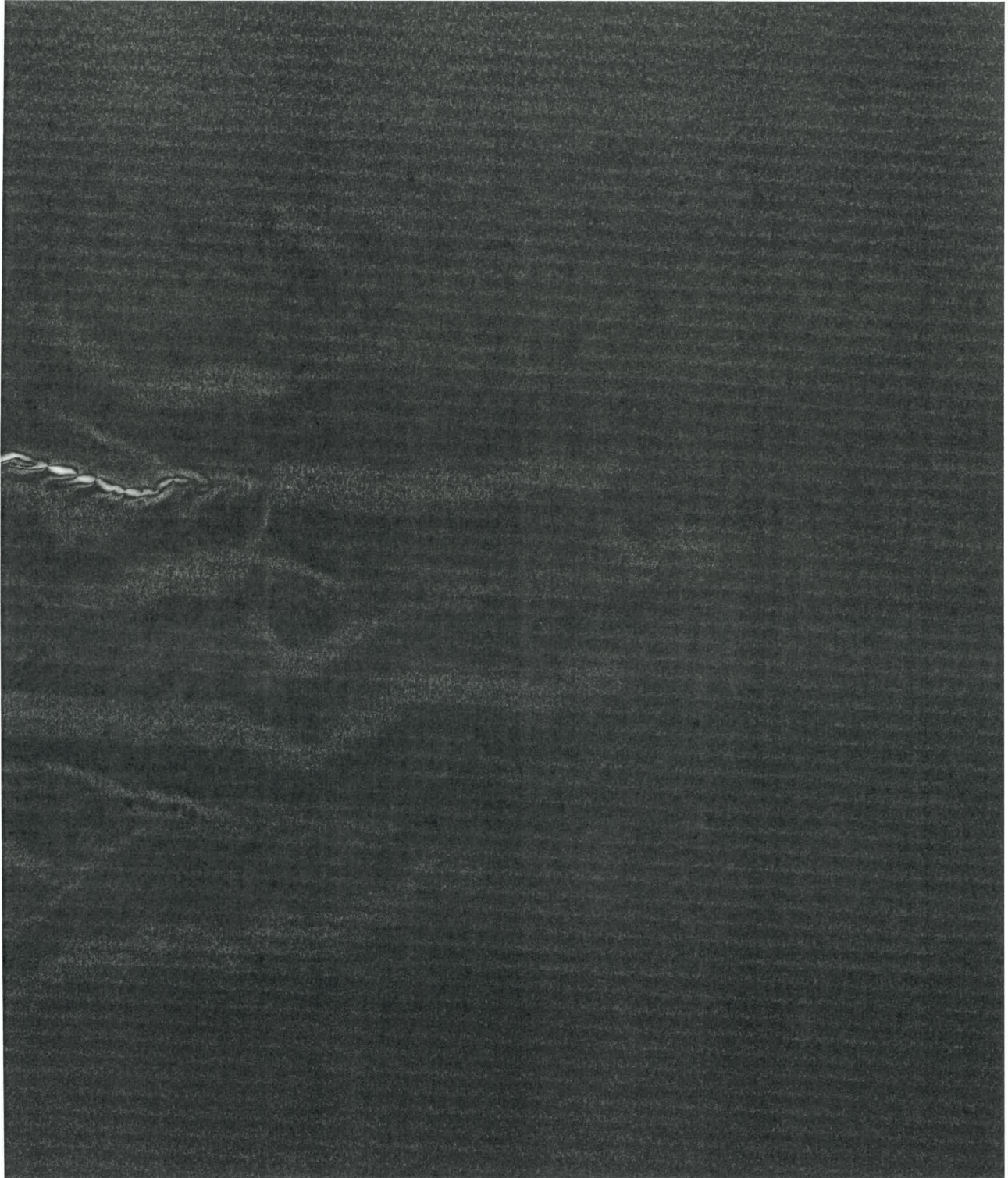
The following section provides personal identifying information about recent client projects that may be protected under various state data privacy regulations. Therefore, we respectfully request that this entire section be regarded as proprietary, confidential information and that its contents not be released to other vendors or the general public.

[REDACTED]

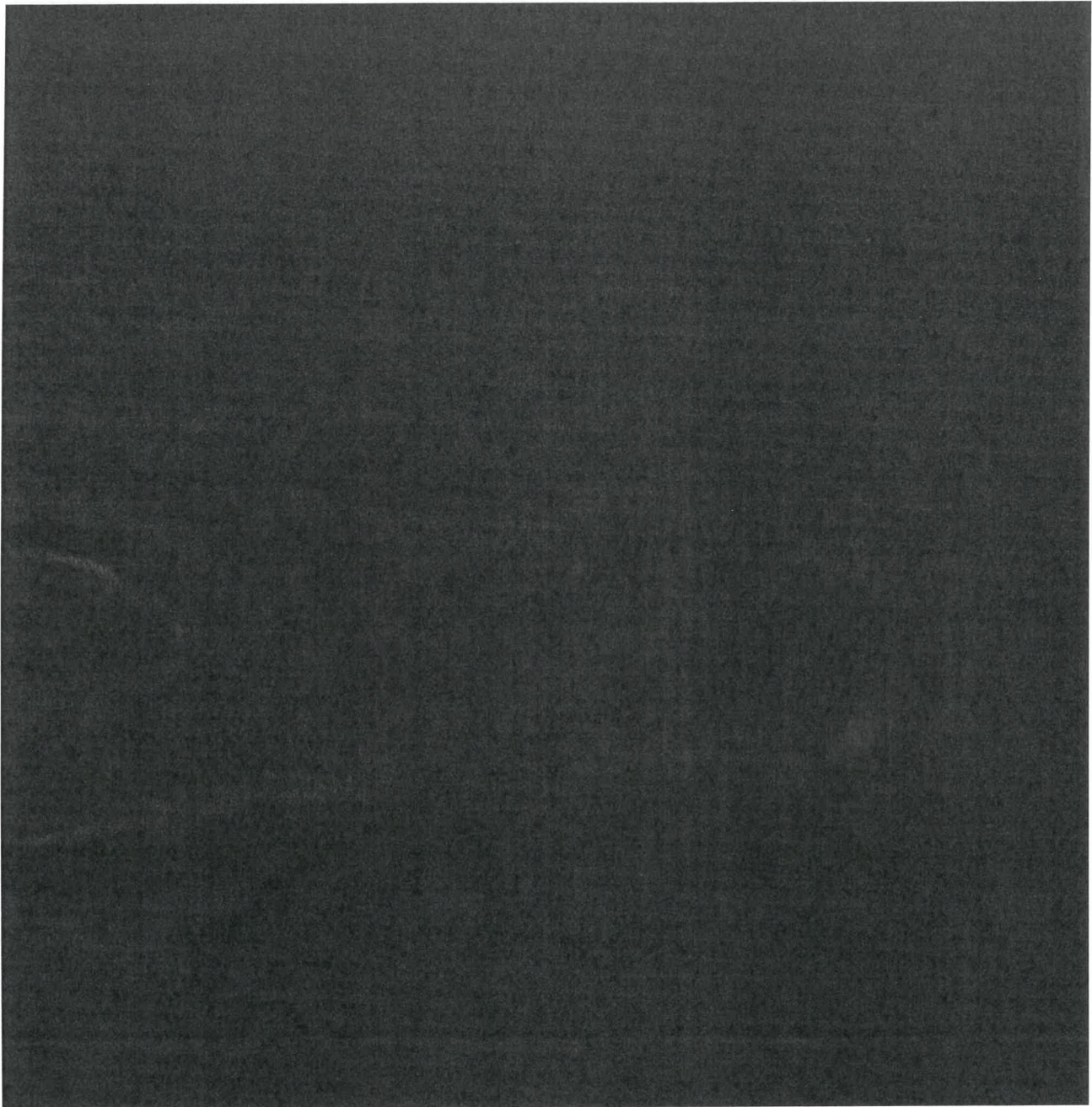
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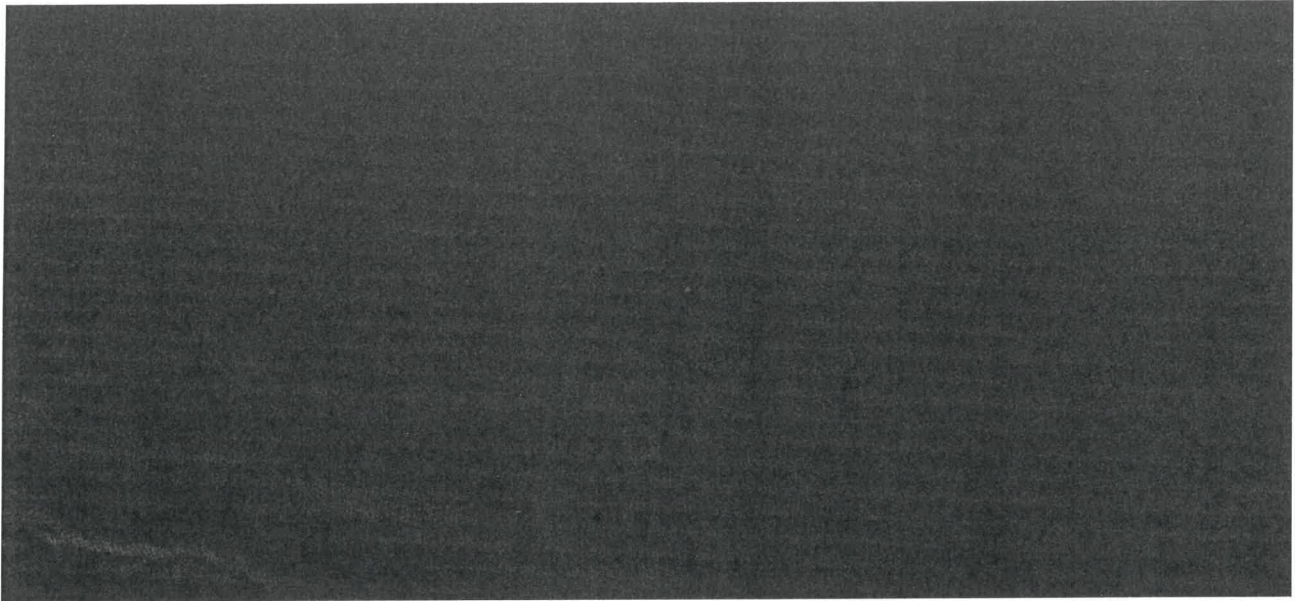
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8. Knowledge Transfer

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

Knowledge transfer (KT) is essential to the success of every consulting engagement. Sierra-Cedar designed its suggested project organization structure, methodology, and activities to emphasize shared responsibility between client and consultant for most project deliverables, promoting effective knowledge transfer throughout each project phase and facilitating the client organization's self-sufficiency with the new systems.

We base our approach to each project on the following KT principles:

- Knowledge transfer is a collaborative effort between the client team and consultants that occurs incrementally throughout the project
- Client participants must actively engage in collaborative activities to acquire the knowledge necessary to become self-sufficient
- Client team members and consultants must jointly document deliverables to promote knowledge transfer and facilitate the development of high-quality reference documentation
- Client team members must acquire skills and a solid knowledge base that will help the organization maintain and use the software after consulting support ends

For knowledge transfer to be successful, client team members must have the appropriate subject matter experience and be engaged and available to participate in project activities as required. JMU must also empower its client team members to make decisions regarding the stated requirements, configuration, and operation of the system consistent with the mutually agreed upon staffing requirements.

Pairing Consultants with JMU Counterparts

From a functional and technical perspective, Sierra-Cedar focuses on knowledge transfer by pairing Sierra-Cedar consultants with JMU's project team members. Our approach facilitates a continuous and dynamic exchange of information in which:

- JMU project team members represent their respective constituencies and share information about their current policies, processes, business requirements, and data definition.
- Sierra-Cedar consultants help JMU project team members learn about both the technical and functional capabilities of the new Oracle Cloud software and how those capabilities can support JMU's business processes. We also share with the JMU team how project teams for comparable clients have configured the system and designed their business processes to meet similar requirements.
- Finally, JMU project team members and Sierra-Cedar consultants work together and use their shared knowledge to design JMU's future business processes in the new Oracle applications and configure, test, train, and deploy the new business processes.
- Knowledge transfer from Sierra-Cedar resources to JMU staff comes in various forms and depends upon one or more of the following factors:
 - The existing skill and experience level of each participant
 - The learning style of each individual

Continued Section 2, 8.

- The media and methodology used in transferring knowledge
- The type of knowledge that is to be acquired
- The timeframe in which the team must assimilate the knowledge

Knowledge Transfer Plan (KTP)

The Knowledge Transfer Plan (KTP) is co-developed by JMU and Sierra-Cedar consultant teams. Using a template pre-populated with content commonly used for the participants' roles, JMU and Sierra-Cedar consultants methodically identify and define the specific knowledge, skills, and ability each team member must acquire to perform their roles during the project successfully.

For example, Sierra-Cedar consultants must learn about JMU's current strategies, policies, procedures, and tools to determine how to effectively guide JMU's system configuration. Simultaneously, the JMU counterpart must receive knowledge about the system – how it is configured and maintained – to operationally support it once the system is live and the Sierra-Cedar consultant(s) depart. After jointly identifying the target knowledge, the two agree on a plan for achieving success, including regularly scheduled reviews and action tracking. The PMO reviews the KTP, which becomes part of the items tracked throughout the lifecycle.

Sierra-Cedar consultants focus on knowledge transfer activities from the beginning of the project, encouraging JMU staff to make informed decisions about the new Oracle applications and how JMU can take advantage of new and enhanced capabilities. To facilitate knowledge transfer and self-sufficiency, Sierra-Cedar expects JMU to commit to recommended levels of project resources (space, people, time, and funding). JMU resources must be available to participate in project activities as outlined in the project plan for these collaborative efforts to succeed.

Knowledge Transfer Assessments

Effective knowledge transfer is one of Sierra-Cedar's primary objectives. Sierra-Cedar's consultant team uses training evaluations, surveys, and other tools to monitor training status and effectiveness during each project phase. If we identify training-related issues, we work with JMU to track and address these issues using the processes and escalation structure defined by project leaders at the beginning of the project.

Sierra-Cedar lead consultants conduct periodic reviews throughout the project to assess whether the team applies the Knowledge Transfer process effectively and produces the intended results. The team typically conducts knowledge transfer assessments at the end of Propel phases 3, 4, and 5.

The knowledge transfer assessment process is a multi-step activity that begins with a JMU team member completing a self-evaluation assessment using a skill development matrix and related ranking system. The Sierra-Cedar counterpart also completes an assessment of their assigned team member(s) using the same matrix and the ranking system. Once they have completed these steps, the JMU team member and the Sierra-Cedar counterpart meet and mutually agree on the ranking for the period they have evaluated. The initial evaluation produces a baseline for moving ahead. The Sierra-Cedar project manager then compiles an overall Knowledge Transfer matrix using the evaluation results. The project steering committee (sponsors and project managers) analyzes the results into a matrix that identifies areas or gaps where JMU team members require further training and recommendations for improvements.

Continued Section 2, 8.

Evaluation of training activities is also a routine component of Sierra-Cedar's extensive Project Quality Reviews, which we build into the project schedule at strategic intervals throughout the implementation.

The following table highlights examples of knowledge transfer opportunities during our projects that help increase JMU's staff readiness to support and maintain the application:

Table 1. Key Knowledge Transfer Activities Facilitated Through Project Tasks

Propel Phase	KT Opportunity & Content	Recommended Participants	Skills Acquired by Target Audience	KT Functional or Technical?
1	Process Walkthroughs	JMU Process Owners and Leads	<ul style="list-style-type: none"> ● Capture key business process design implications ● Understand basic setup options that support JMU business processes 	Functional
1	Fit-Gap Process	JMU Process Owners and Leads	<ul style="list-style-type: none"> ● Identify available functionality to support process and functionality gaps ● Assist in the development of system extensions to meet business process gaps ● Troubleshoot process fit/gaps 	Functional
1	Perform Technical Data Conversions	JMU Technical Development Team JMU Process Owners and Leads	<ul style="list-style-type: none"> ● Analyze key data components and requirements for conversion ● Explain the importance of clean data for technical conversion ● Clean data to prepare for conversion ● Develop conversion processes and scripts 	Technical
2	Develop Technical Interfaces	JMU Technical Development Team JMU Process Owners and Leads	<ul style="list-style-type: none"> ● Develop and test technical interfaces ● Troubleshoot interface issues ● Explain integration between Oracle and external systems 	Technical

Continued Section 2, 8.

Propel Phase	KT Opportunity & Content	Recommended Participants	Skills Acquired by Target Audience	KT Functional or Technical?
3	Perform System Configuration	JMU Leads	<ul style="list-style-type: none"> • Set up key master data and configuration options to support project completion and ongoing system maintenance • Enhance business process context within system configuration options 	Functional
3	Test Script Development/Refinement	JMU Leads	<ul style="list-style-type: none"> • Develop and modify test script scenarios and examples • Understand the integration of system data and processes • Troubleshoot system issues – missing data or configuration, etc. 	Functional
3	Integration Testing	JMU Process Owners and Leads	<ul style="list-style-type: none"> • Understand the integration testing process to support project testing and ongoing testing after go-live. • Explain the roles of various users in the integration testing process • Execute test scripts • Explain the internal application and external interface integration points 	Functional
4	User Acceptance Testing	JMU Process Owners and Leads End Users	<ul style="list-style-type: none"> • Perform system transactions with minimal assistance • Promote system usage to colleagues 	Functional

Continued Section 2, 8.

Propel Phase	KT Opportunity & Content	Recommended Participants	Skills Acquired by Target Audience	KT Functional or Technical?
4	End-User Training Delivery	JMU Trainers	<ul style="list-style-type: none"> • Deliver system functionality to end users • Explain job roles to end users • Troubleshoot and improve Oracle training programs for ongoing success • Identify areas of continuous improvement within processes from information captured from training delivery 	Functional and education-related
All phases	System Troubleshooting	JMU Process Owners and Leads	<ul style="list-style-type: none"> • Troubleshoot integration test exceptions • Troubleshoot system configuration issues • Troubleshoot interfaces and conversions 	Functional and technical
5	Post-Production Troubleshooting	JMU Process Owners and Leads	<ul style="list-style-type: none"> • Leverage support skills gained through the project • Conduct working labs to assist end users with first-time work in the new system • Identify improvements and enhancements for future upgrades and rollouts 	Functional
Varies	Communication Sessions	JMU Process Owners and Leads JMU End Users	<ul style="list-style-type: none"> • Understand project goals, objectives, timelines, impacts, etc. • Understand integration points within the Oracle system and how it affects their job tasks • Understand their job roles and tasks 	Functional and change management related

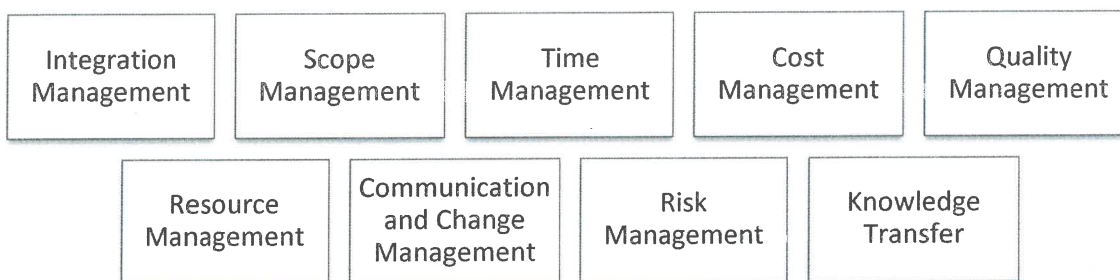
A shared approach to knowledge transfer facilitates effective, incremental knowledge transfer through all project phases.

9. Project Management Approach

Describe your approach to project management.

Coordinating the numerous activities and workgroups involved in an enterprise deployment can be complex. Strong project management is essential to delivering successful, well-communicated, timely projects. Sierra-Cedar has decades of experience leading enterprise technology deployments for universities. We have refined our project management approach based on our experience leading hundreds of higher education projects to embrace the processes and techniques that consistently lead to successful engagements.

Sierra-Cedar provides the following project management services:



Sierra-Cedar uses its Propel methodology as a blueprint to help guide client projects. Propel uses the leading practices embedded in the software to reduce effort, shorten the implementation timeline, and lower implementation costs. Propel aligns with Project Management Institute (PMI®) Project Management Body of Knowledge (PMBOK®) standards and includes methods, procedures, tools, and templates for resource planning, issue and risk management, metric-driven status reporting, project communication, and project support. The following figure summarizes typical project management activities and responsibilities during each Propel phase.



Figure 2. Propel Activities: Project Management

Our higher education practice employs talented project management professionals with demonstrated experience leading enterprise projects. We support our project managers and consultant teams with

Continued Section 2, 9.

industry-leading tools, templates, and other resources developed and maintained by our Higher Education Project Management Office (PMO).

Sierra-Cedar adapts its services to each client's specific needs. At the beginning of each engagement, we will work directly with JMU's project leadership team and project director to discuss project goals and expectations, develop standards and controls for the project, and prepare a mutually agreed upon project plan. Propel is flexible, enabling us to align with the University's existing project management methodology and standards if desired.

10. Functional Staffing Plan

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

For most projects, Sierra-Cedar employs one of two main approaches for functional staffing: staff augmentation or an entire project team. The project's size, scope, and complexity directly influence the engagement staffing method. For example, a Chart of Account analysis engagement typically involves staff augmentation, with JMU engaging one or two consultants to handle the work. On the other hand, a complete Financial system upgrade project focused on transforming business processes, eliminating customizations, and enabling a mobile platform for the University requires a comprehensive project team. Such a team typically includes a project manager, several functional module leads, change management experts, testing specialists, training personnel, security professionals, and technical leads. The engagement for this team might span nine months or more, depending on the project's scope.

As this RFP does not relate to a specific project, this section describes the general roles Sierra-Cedar typically recommends for its projects. Once we receive a specific project request, we will collaborate with JMU to determine appropriate staffing and the specific roles and responsibilities of JMU's internal staff. Sierra-Cedar executes most enterprise projects jointly, encouraging significant client involvement and responsibility. This approach helps prepare client teams to maintain operations and self-sufficiency after project completion. As a result, the roles and responsibilities listed below represent shared joint responsibilities with the client.

Project Managers

Project Managers work with client project managers to oversee the budget, project plan, and their respective personnel to facilitate successful project outcomes. They resolve issues and are responsible for the project's structure and the system's design, reflecting an integrated business process orientation. The Sierra-Cedar Project Manager possesses extensive experience in higher education consulting and is well-versed in industry-standard Project Management practices.

Change Management Lead

The Sierra-Cedar Change Management Lead collaborates closely with the client Change Management Lead and maintains open communication with the Project Manager. They support business process documentation and requirements gathering in collaboration with functional consultants. They are responsible for developing and implementing project communications, change management, readiness coordination and monitoring, and help desk plans. They manage tasks, resource utilization, deliverables, and quality while providing project status updates to the Project Manager. They also assist with issue and conflict resolution, risk management, and escalate matters to the Project Manager when necessary.

Continued Section 2, 10.

Functional Leads

Sierra-Cedar Functional Leads facilitate smooth coordination and communication among functional, change management, and technical teams, fostering project success. Functional Leads are specialized business process consultants who lead a team dedicated to designing and implementing software for specific functional areas. They also assist with training trainers and may conduct end-user training. Sierra-Cedar Functional Leads possess relevant higher education qualifications and experience implementing Oracle applications. The following table lists typical roles for Oracle projects.

Table 2. Typical Functional Lead Roles for Oracle Projects

Human Resources	Financials	Campus Solutions or Student Cloud
Human Resource Lead	Billing and Accounts Receivable Lead	Campus Community/Admissions Lead
Recruiting Lead	General Ledger Lead	Financial Aid Lead
Benefits Lead	Grants and Projects Lead	Student Financials Lead
Payroll Lead	Purchasing Lead	Student Records Lead
Time & Labor Lead	Accounts Payable Lead	Academic Advisement Lead
Absence Management Lead	Asset Management Lead	Recruitment Lead
Financial Integration Lead		

Testing Lead

The Sierra-Cedar Test Lead collaborates closely with the client Test Lead and the functional and technical teams to plan testing. The Test Leads manage test plan development, script development, and test execution, validating adherence to testing standards and methodology. The Test Leads will measure and monitor progress during each test to help confirm that the application the Test Lead tracks and schedules tests scripts, identifies and resolves problems during testing, and coordinates approval and sign-off for each test phase.

Security Lead

The Sierra-Cedar Security Lead works with the client to develop the security strategy and structure and assists with security design and implementation. The Security Lead helps identify user populations and assess roles and responsibilities required by business processes, contributing to security design documentation. Throughout the project, the Security Lead resolves security issues, participates in quality reviews, and provides project team support and input to the Project Manager and Technical Manager. The Security Lead provides knowledge transfer to the technical project team.

Training Lead

Training Leads develop the End-User Training Plan and schedule, work with the client training team to determine appropriate delivery modes, and help develop training materials. Sierra-Cedar Training specialists possess higher education experience, Oracle/PeopleSoft knowledge, excellent communication skills, and extensive training and experience.

Technical Leads

The Technical Leads formulate technical and infrastructure strategies, overseeing development, data conversion, system administration, database management, and other technical activities. They have Oracle/PeopleSoft implementation experience and extensive experience managing technical staff.

11. Subcontractor Functions

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

Sierra-Cedar typically provides most of its consulting services through its consultant employees. We occasionally work with qualified local, women-owned, minority-owned, or specialty consultant firms when mutually determined by Sierra-Cedar and the client to be advantageous for the project. We may also elect to team with a specialty firm to provide additional resource flexibility in relatively narrow or highly specialized areas of expertise. The screening process we use for our subcontractors is comparable to that used during our employee hiring process.

Section 3: Sierra-Cedar Qualifications and Experience

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.

Sierra-Cedar's more than 370 higher education clients represent the spectrum of higher education institutions – from significant public and private research institutions to large multi-institution public systems, private liberal arts colleges, community colleges, and non-traditional institutions. Our consultants have experience working with the full range of business processes and configurations required by institutions of all types and sizes, including:

- **49 AAU Member Universities** – 49 of the Association of American Universities' 64 US-Based members have been Sierra-Cedar clients.
- **77 R1 "Very High" Research University Clients** – including Rutgers University; Case Western Reserve University; Emory University; Private Ivy League Research University; Michigan State University; Major Public Research University; Private Research University in New England; Large State Research University System in the West; University of Chicago; University of Florida; Public Research University in the Southeast; University of Nevada, Las Vegas; University of Nevada, Reno; Large State Research University; and the University of Virginia.
- **18 multi-institution public systems** – including City Colleges of Chicago, Houston Community College System, Indiana University, Kentucky Community and Technical College System, Lone Star College System, Louisiana Community and Technical College System, Maricopa County Community College District, Nevada System of Higher Education, University of Maine System, University of Massachusetts System, University of Minnesota, University of Missouri System, University System of Maryland, University of Texas System, and Virginia Community College System.
- **9 independent, non-traditional, or special-focus institutions**, including The American College, City University of Seattle, Gemological Institute of America, National University, Thunderbird School of Global Management, and University of Phoenix.

HE Experience Highlights: Oracle Financials and Chart of Accounts

Sierra-Cedar has been delivering services supporting Oracle Financials systems for over 20 years. Below we provide a list of some of Sierra-Cedar's recent Financials engagements. We can provide details about these and any other Financials projects upon request.

Table 3. Examples of Sierra-Cedar Financials Projects and Clients

Client	Sierra-Cedar Financials Services
Bowie State University	Financials Implementation
University System of Maryland, Baltimore	Financials Implementation
University of Georgia	Financials implementation and Chart of Accounts Redesign
MassBay Community College	Financials system assessment and roadmap
Large State University System	Financials Systemwide consolidation project
Central Washington University	Financials upgrade (lab plus onsite support)

Continued Section 3.

Client	Sierra-Cedar Financials Services
Chapman University	Financials implementation
College of the Holy Cross	Financials upgrade (lab plus onsite support)
Florida A&M University	Financials upgrade (lab plus onsite support)
Fox Valley Technical College	Financials production support
Frederick Community College	Financials upgrade
Grand Rapids Community College	Financials upgrade
Ivy League University	Financials upgrade
Kentucky Community and Technical College System	Financials upgrade (lab plus onsite support)
National University	Financials upgrade (lab plus onsite support)
Rose State College	Financials upgrade (lab plus onsite support)
University of Delaware	Financials upgrade (lab plus onsite support)
Large State University in the Southeast	Financials implementations plus Hyperion and Managed Services
University System of Maryland	Financials upgrade (lab plus onsite support) for several campuses
University of Massachusetts System	Financials upgrade (lab plus onsite support)
University of Minnesota	Financials upgrade (lab plus onsite support)
Large State University System in the Southwest	Financials implementation for six universities and the system office
State University Health Sciences Center	Financials upgrade
State University Medical Center	Financials implementation
University of Virginia School of Medicine	Financials upgrade (lab plus onsite support)
University of Wisconsin System	Financials upgrade
Virginia Community College System	Financials upgrade (lab plus onsite support)

HE Experience Highlights: Oracle Human Resources/Payroll

The following table highlights examples of Sierra-Cedar's Oracle HCM implementation/upgrade experience in higher education.

Table 4. Examples of Sierra-Cedar HCM Projects and Clients

Client	Sierra-Cedar HCM Services
Anderson University	HCM Upgrade
Bowie State University	HCM Upgrade
Bryn Mawr College	HCM Upgrade
California State University System	HCM Implementation (CHRS project)

Continued Section 3.

Client	Sierra-Cedar HCM Services
Central Washington University	HCM Implementation HCM Upgrade
Chapman University	HCM Implementation
City Colleges of Chicago	HCM Upgrade
College of the Holy Cross	HCM Upgrade
Ivy League University	HCM Position Management Implementation
Kentucky Community and Technical College System	HCM Upgrade
Large State Research University in the Southeast	HCM Implementation
Large State Research University in the West	HCM Implementation (Systemwide HCM consolidation project)
Large State University in the Midwest	HCM Reimplementation HCM Commitment Accounting Implementation
Large State University in the Southwest	HCM Upgrade
Large University Health System in the South	HCM Upgrade
National University	HCM Upgrade HCM Upgrade
North Dakota University System	HCM Recruiting Solutions Implementation
Syracuse University	HCM Upgrade HCM Time and Labor Implementation Core HR Transaction Redesign
University of Minnesota	HCM Implementation HCM Upgrade
University of Wisconsin System	HCM Upgrade
Virginia Community College System (23 campuses)	HCM Upgrade Strategic Optimization Projects

HE Experience Highlights: Oracle Student Systems

Sierra-Cedar has deep student system experience. Over the years, we have served as the prime contractor for over 50 implementations of Campus Solutions, Oracle's industry-leading on-premises Student System application. We completed ten of these projects in the last five years. The following table highlights examples of Sierra-Cedar's Oracle Student System implementation/upgrade experience in higher education.

Table 5. Examples of Sierra-Cedar Oracle Student System Projects and Clients

Client	Sierra-Cedar Student System Services
Anderson University	Student Upgrade
Bowie State University	Student Upgrade

Continued Section 3.

Client	Sierra-Cedar Student System Services
Bryn Mawr College	Student Upgrade
Case Western Reserve University	Student Upgrade
Central Washington University	Student Upgrade
Chapman University	Student Upgrade Student Implementation
City Colleges of Chicago	Student Upgrade
College of the Holy Cross	Student Upgrade
Coppin State University	Student Upgrade
Embry-Riddle Aeronautical University	Student Upgrade Fluid Roadmap
Florida A&M University	Student Upgrade Financial Aid Implementation
Florida International University	Student Implementation
Frederick Community College	Student Upgrade Student Implementation
Frostburg State University	Student Upgrade
Gemological Institute of America	Student Implementation
Illinois Central College	Student Upgrade
Indiana University	Student Implementation
Ivy League University in the East	Student Upgrade
Ivy League University in the Northeast	Student Upgrade Student Implementation
Kentucky Community and Technical College System	Student Upgrade
Large Private Research University in the Southeast	Student Upgrade Student Implementation
Large State Research University	Student Upgrade
Madison College	Student Upgrade
Marquette University	Student Upgrade
MassBay Community College	Student Upgrade
Michigan State University	Student Implementation
Midwestern Private Research University	Student Upgrade Support Student Implementation
National Park Community College	Student Upgrade
National University	Student Upgrade
Nevada System of Higher Education	Student Implementation
North Dakota University System	Student Upgrade

Continued Section 3.

Client	Sierra-Cedar Student System Services
Public Comprehensive Academic Health University in the South	Student Upgrade Student Implementation
Public Research University in the East	Student Upgrade Student Implementation
Public Research University in the Southwest	Student Upgrade
Public Research University in the West	Student Upgrade Student Implementation
Southern Public Research University	Student Implementation
St. Petersburg College	Student Upgrade
The Catholic University	Student Upgrade Student Implementation
The College of New Jersey	Student Implementation
University of Chicago	Student Implementation
University of Florida	Student Implementation
University of Maryland, Baltimore County	Student Upgrade
University of Maryland Eastern Shore	Student Upgrade
University of Maryland Global College	Student Upgrade Student Implementation
University of Pittsburgh	Student Upgrade
University of Virginia	Student Upgrade Student Implementation
University of Wisconsin-Parkside	Student Upgrade Fluid

Our work with diverse universities provides a solid understanding of leading practices for student system business processes and the factors driving complex student system implementations. We have a distinguished track record of working with clients to achieve planned timelines and meet consulting support budgets.

Sierra-Cedar's Participation in the Evolution of Oracle Student Cloud

Through our close work and collaboration with Oracle, Sierra-Cedar has gained an industry-leading perspective regarding how colleges and universities can build on the current and future functionality and leading industry practices offered by Oracle's Student Cloud platform.

Sierra-Cedar has been a member of the Oracle Design Review Council and Focus Groups for Oracle's cloud-based student system since 2014. We are the only Oracle Partner to have participated in all the design sessions for Student Management Cloud, the core of Student Cloud. We have actively joined in product design activities alongside Oracle's initial Student Cloud customers, who provide significant input and feedback. We conduct regular monthly calls with the Oracle Higher Education Development team to provide input from our clients to address common issues and challenges related to SFP, open

Continued Section 3.

support requests, and provide input on the product roadmap. We will work with Oracle to do the same for SMC. Together with our clients, we are helping to shape future Student Cloud product development and enhancements.

We have developed strong working relationships with Oracle throughout the evolution of Student Cloud and our 13 Student Financial Planning (SFP) implementations, one of which is an Oracle Student Cloud Early Adopter – Rutgers University. Rutgers is slated to begin the Business Process Design phase of its SMC Implementation later this year. Sierra-Cedar has also been engaged by Spring Arbor University, another Oracle Student Management Early Adopter. We believe there will be many opportunities for collaboration between Spring Arbor, Rutgers, and any future Sierra-Cedar SMC clients as the respective Student Management Cloud implementations begin and progress through their transformation phases.

Our Higher Education Practice

Experienced Higher Education Specialists

Sierra-Cedar's Higher Education Oracle practice consists of approximately 90 professionals averaging more than 20 years of experience working with colleges and universities. Many came to Sierra-Cedar following successful careers in higher education as admissions directors, registrars, financial aid directors, controllers, academic advisors, bursars, human resource directors, CIOs, CTOs, and faculty members.

Sierra-Cedar strives to serve each college and university client's distinct vision and mission. Our consultants' collective knowledge of higher education business needs – from student admissions, financial aid, enrollment, billing, recruiting to grading, hiring, supporting faculty and staff, managing finances, and fundraising – enables them to apply an integrated process approach to each engagement.

Higher Education Management Team

Sierra-Cedar's Higher Education Practice is led by experienced principals who have the authority to make crucial decisions regarding resource allocation, staff development, project staffing, employee satisfaction, and client success. With their extensive experience and longevity in the higher education industry, they deeply understand the unique challenges and opportunities that higher education institutions face today. Sierra-Cedar's higher education management team and leadership are highly regarded by numerous clients. They are eager to share their knowledge of successful approaches to similar initiatives, along with short-term takeaways and long-term outcomes. This insight can be invaluable for project leaders seeking an understanding of potential pitfalls and lessons learned.

Continued Section 3.

Following are brief profiles of Sierra-Cedar's higher education practice management team.

Table 6. Our Higher Education Practice Management Team

Name, Title, Years of Experience	Former Positions and Roles
 <p>Christopher J. Ahern General Manager, Higher Education</p> <ul style="list-style-type: none"> • 36 years Higher Ed experience • 28 years ERP experience • 28 years with Sierra-Cedar 	<p>University of Northern Colorado: CIO, Applications Manager USA Group: Vice President MCI Telecommunications: Director CampusMCI</p>
 <p>Garth Carter VP, Higher Ed Business Development</p> <ul style="list-style-type: none"> • 24 years Higher Ed experience • 26 years Oracle experience • 2 years with Sierra-Cedar 	<p>Baker Tilly US – Managing Director Hitachi Consulting – VP, North America Oracle Sales and Practice Leader Ciber: VP, Business Development Ceridian: Account Manager</p>
 <p>Darren Lyn VP, Higher Education</p> <ul style="list-style-type: none"> • 35 years Higher Ed experience • 9 years with Sierra-Cedar 	<p>Ciber: Senior Director, Higher Education University of New Orleans: Associate Director of Financial Aid Herff Jones/Delmar Publishing: Territory Manager</p>
 <p>Todd McElroy VP, Higher Education</p> <ul style="list-style-type: none"> • 39 years Higher Ed experience • 28 years Oracle experience • 28 years with Sierra-Cedar • 7 years Cloud experience 	<p>Illinois State University: Procedures and Systems Planner TRG: Student System Designer InfoSolutions.edu: Principal Consultant</p>
 <p>Jill Palla Associate VP, Higher Education</p> <ul style="list-style-type: none"> • 40 years Higher Ed experience • 25 years Oracle experience • 24 years with Sierra-Cedar • 4 years Student Cloud experience 	<p>The University of Akron: Senior Associate Director, Financial Aid University of Maryland: Acting Associate Director, Financial Aid Cleveland State University: Senior Associate Director Financial Aid</p>

Continued Section 3.

Name, Title, Years of Experience	Former Positions and Roles
 <p>Kathy Linenberger Associate VP, Higher Education</p> <ul style="list-style-type: none"> • 23 years Higher Ed experience • 29 years Oracle experience • 12 years with Sierra-Cedar • 6 years Cloud experience 	<p>Rutgers University: Cloud Delivery Architect The City Colleges of Chicago: Interim Chief Information Officer (CIO)/Vice Chancellor Information Technology UMGC: Program Manager/Account Manager – Full ERP Implementation, Stateside, Europe and Asia. County of Fresno: Applications Division Manager, Information Systems Manager, Project Manager, Technical Lead, Lead Sr. Systems Analyst</p>
 <p>Chris Cameron Associate VP, Higher Education</p> <ul style="list-style-type: none"> • 24 years Higher Ed experience • 21 years Oracle experience • 16 years with Sierra-Cedar • 4 years Student Cloud experience 	<p>Spring Arbor University: Delivery Architect University of California Berkeley: Technical Project Manager University of Minnesota: Technical Project Manager Nevada System of Higher Education: Application Developer Arizona State University: Application Developer</p>

Section 4: Sierra-Cedar Data Sheet – CONFIDENTIAL

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

The following attachment provides personal identifying information about recent client references that may be protected under various state data privacy regulations. Therefore, we respectfully request that this attachment be regarded as proprietary, confidential information and that its contents not be released to other vendors or the general public.


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 34+ 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.



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

Sierra-Cedar, LLC
1255 Alderman Drive
Alpharetta, Georgia 30005

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:

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Section 5: Small Business Subcontracting Plan

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.

Attachment B: Small, Women, and Minority-Owned Business Utilization Plan

ATTACHMENT B

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

Offeror Name: Sierra-Cedar, LLC

Preparer Name: Brian E. Fees

Date: July 13, 2023

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).

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Continued Section 5.

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

Procurement Name and Number: Information Technology Consulting Services, RFP# FDC-1175 Date Form Completed: July 13, 2023
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer: Sierra-Cedar, LLC 1255 Alderman Drive, Alpharetta, GA 30005 Brian E. Fees, (678) 385-7544
 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)
TBD Once a project has been identified, Sierra-Cedar agrees to meet the requested SWaM requirements.	TBD				

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)
RETURN OF THIS PAGE IS REQUIRED

Section 6: Sales with VASCUPP Member Institutions (Last 12 Months)

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.

Our total amount of sales for VASCUPP member institutions is \$4,024,800 of services for the 12 months ending 5/31/23. This is a combined total for both University of Virginia and University of Virginia Medical Center.

The following table highlights services we have provided to the University of Virginia since it became a client in 2008.

University of Virginia	Duration	Project Completion
Implementation Services Provider: Campus Solutions 9.0	32 Months 6 Months	2008-2009 2010
Production Support:		
HCM Talent Acquisition Management Review	1 Month	Apr 2012
Technical Support (Customization)	4 Months	Mar 2012
Technical Support (Integration Broker)	1 Month	Jun 2013
HCM 9.0 System Review (Medical Center only)	0.5 Months	Sep 2013
Upgrade Lab:		
Financials 8.9 to 9.1 (Medical Center only)	9.5 Months	Apr 2012
HCM 9.0 to 9.2	9 Months	Jul 2015
Implementation Services Provider: Workday HCM / Payroll / FDM / Learning (three entities)	27 Months	Jul 2018

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Section 7: Proposed Cost

Section X. Pricing Schedule

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

Attachment D: Pricing Schedule

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

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

Role/Category	Resource Level/Type	Onsite	Offsite
a. Oracle Core Technologies and			
b. Oracle/PeopleSoft Enterprise Solutions			
	Project Manager	\$245	\$200
	Senior Engineer or Senior Consultant	\$235	\$190
	Engineer or Consultant	\$235	\$190
	Functional Managers	\$235	\$190
	Functional Lead	\$235	\$190
	Testing Lead	\$235	\$190
	Security Lead	\$235	\$190
	Technical Lead	\$235	\$190
g. Change Management Training, Services, and Certification			
	Project Manager	\$245	\$200
	Senior Engineer or Senior Consultant	\$235	\$190
	Engineer or Consultant	\$235	\$190
	Change Management Lead	\$235	\$190
	Training Lead or Consultant	\$235	\$190
h. Security and Federation Services			
	Project Manager	\$245	\$200
	Senior Engineer or Senior Consultant	\$235	\$190
	Engineer or Consultant	\$235	\$190
	PeopleSoft Single Sign-On utilizing Shibboleth, Active Directory or SAML	\$235	\$190
	Web Certificates	\$235	\$190
i. Other Technology & Systems			
	Project Manager (AWS)	\$250	\$205
	Senior Engineer or Sr. Consultant (AWS)	\$270	\$225
	Engineer or Consultant (AWS)	\$270	\$225

Continued Section 7.

Pricing Assumptions/Notes:

Sierra-Cedar's proposed services and cost estimates described above and throughout this document are based on our current understanding of JMU's stated objectives, approach, scope, timeline, and resource requirements. We made many assumptions to arrive at our estimates. Our key assumptions are below:

1. The above hourly rates reflect a significant education discount to JMU members from Sierra-Cedar's standard consulting rates.
2. The above hourly rates depend on Sierra-Cedar and JMU reaching a mutual agreement on contract terms and conditions.
3. The above hourly rates represent Sierra-Cedar's typical time and expense rates; Sierra-Cedar will not exceed them. As individual projects are identified and required skill sets can be assessed, Sierra-Cedar may offer lower rates for specific projects or consultants or offer alternative business arrangements, such as fixed fee, specific to individual project requests.
4. To sufficiently recoup its inclusive travel costs, Sierra-Cedar's onsite rates assume:
 - A standard 35-40 hour calendar work-week during weeks where work is performed onsite.
 - These inclusive rates are for consultant travel to a single client location in a given travel week.
 - Sierra-Cedar reserves the right to negotiate separate travel-inclusive rates for such work if any international travel is required to fulfill a project.
 - We recognize that onsite arrangements involving fewer hours per calendar week might be desirable depending on the specific project, and we will work with JMU to address this issue on a case-by-case basis.
5. The above rates apply to Sierra-Cedar employee consultants. Rates for subcontracted consulting roles (e.g., MBE) will be provided to JMU at Sierra-Cedar's cost plus 30%.
6. The above hourly rates do not apply to Sierra-Cedar Upgrade Lab, Hosting, Managed, or Offshore services. Pricing for these services will be estimated separately based on specific project scope and requirements. Mutual agreement on terms and conditions of a separate MHA (Master Hosting Agreement) would also be required should JMU elect to contract for hosting services. We can provide a sample MHA upon request.
7. If JMU desires, Sierra-Cedar agrees to make the terms of the resulting contract available on a convenience-use basis for other VASCUPP members, subject to reaching a mutual agreement on contract terms and conditions.
8. Sierra-Cedar does not accept credit cards or purchasing cards for payment.
9. For each year of the Term following the initial year, Sierra-Cedar reserves the right to request an annual price increase by April 1. Price increases will be capped at CPI or 6%, whichever is less, for any given one-year period.
10. Sierra-Cedar recognizes that for budgeting purposes, some VASCUPP members may prefer the predictability of fixed consulting rate(s) for a specific project. During the Statement of Work development process, and upon request, Sierra-Cedar is open to discussing a fixed (i.e., not subject to annual CPI price increase) consulting rate option with interested VASCUPP member(s).
11. Sierra-Cedar's Higher Education practice has traditionally specialized in providing its college and university clients with senior-level consultants with extensive experience leading implementations and upgrades of complex ERP applications for higher education. Over the past several decades, we have found that staffing large, enterprise-wide, or multi-year projects with a full complement of highly experienced consultants is a crucial ingredient to delivering these projects successfully in a timely and efficient manner.

Continued Section 7.

Training Costs

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

Sierra-Cedar typically provides its training services on a time and expense basis. Please see the rates provided above in our *Attachment D Pricing Schedule*. We also occasionally provide custom group training sessions for clients when requested. Since costs for custom training vary significantly depending on subject matter, location, and number of trainees, we will be happy to develop a quote if JMU identifies a specific training need.

Charge Card Processing Fees

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>

Not applicable. Sierra-Cedar does not accept credit cards or purchasing cards for payment.

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Appendix A: Exceptions to the Terms & Conditions of the RFP

Sierra-Cedar looks forward to working with James Madison University to negotiate a mutually-acceptable contract to govern Sierra-Cedar's services. We have a strong record of successfully negotiating contracts with Virginia higher education institutions, including most recently the University of Virginia, and are confident that we can reach a mutually agreeable contract with the University. We believe that both the University and Sierra-Cedar will be best served by having Sierra-Cedar's services be governed by cooperatively drafted contract documents. While we are open to including many of the terms contained in the RFP in such contract documents, since the University's requirements are likely to evolve subsequent to the issuance of the RFP and submission of Sierra-Cedar's proposal, we would not want to include the RFP and proposal themselves in the eventual contract. During contract negotiations, we would also want to discuss and negotiate changes to the following terms contained in the RFP: VII – General Terms and Conditions – O, P; VIII – Special Terms and Conditions – Sections A, N, O; Attachment C. Our proposal also assumes that any contract we enter into with the University will contain industry-standard limitation of liability, warranty disclaimer, and excused performance provisions.

Sierra-Cedar confirms that it is amenable to participating in cooperative procurement as set out in the RFP.

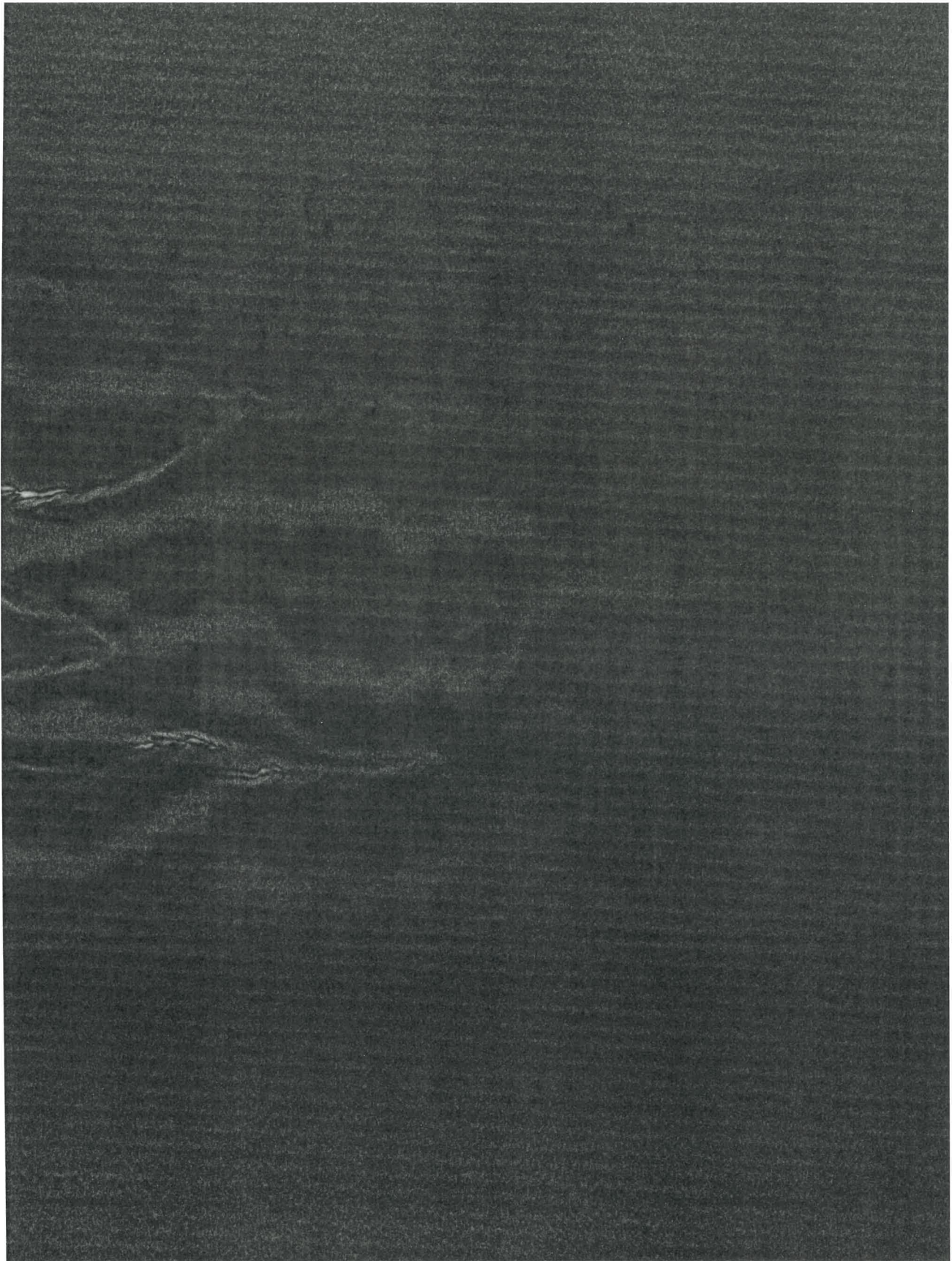
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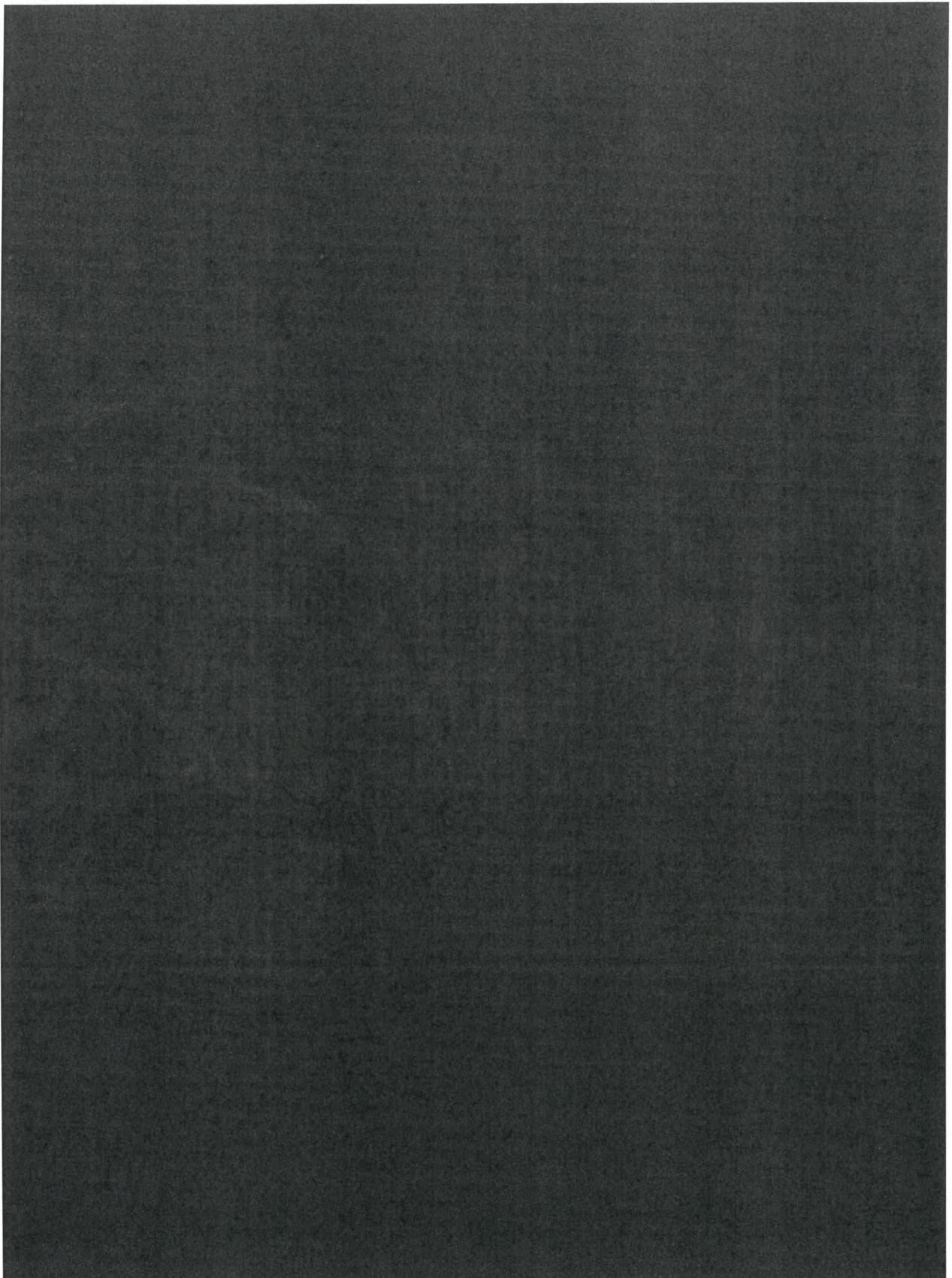
Appendix B: Representative Consultant Profiles – **CONFIDENTIAL**

Below we provide summary resume profiles of representative Sierra-Cedar employee consultants that we anticipate may be available to fill consulting roles identified by JMU to support JMU's Oracle/PeopleSoft or related system initiatives. All listed individuals are employees of Sierra-Cedar. Detailed resumes are available on request.

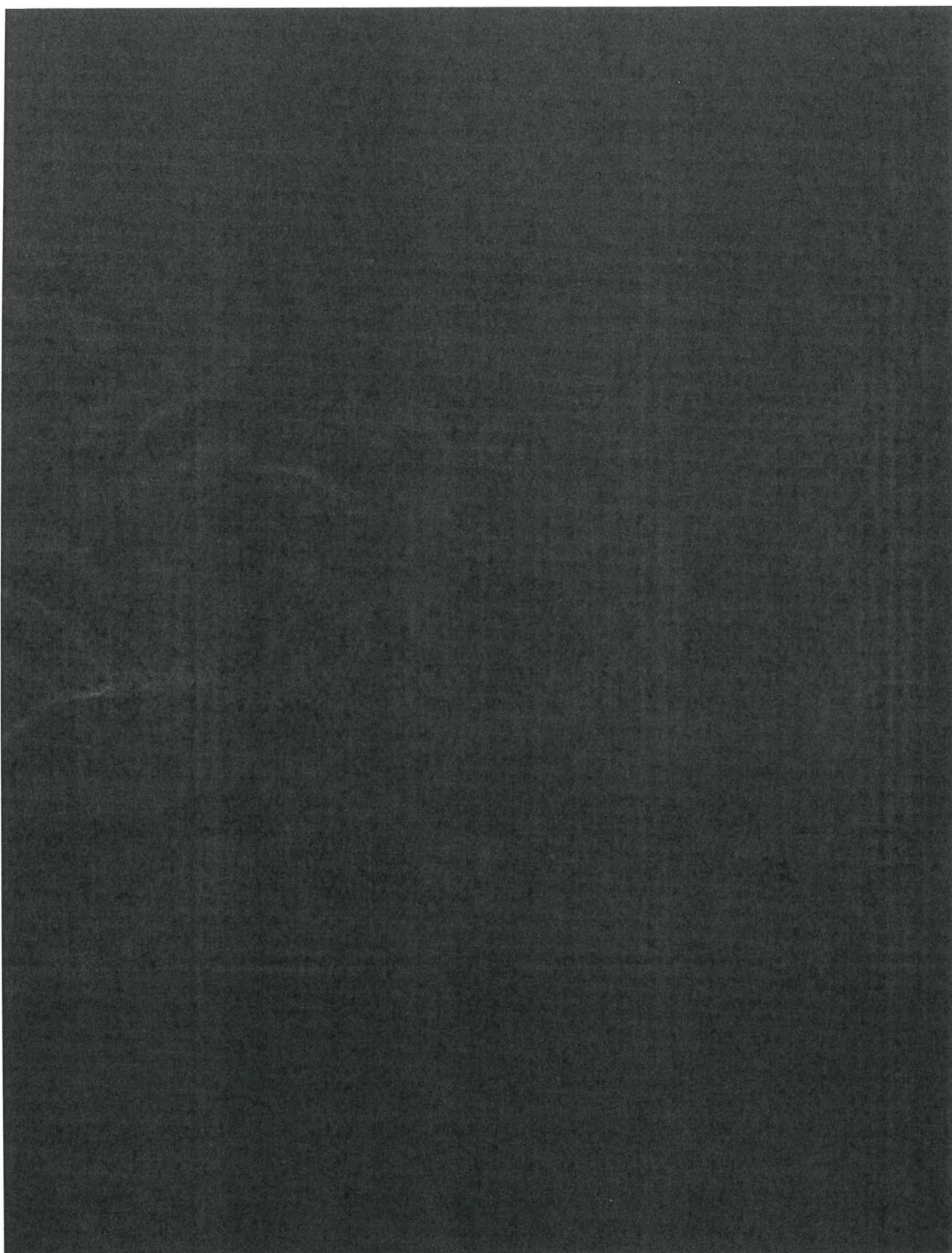
Once JMU establishes a specific project scope and timeline, Sierra-Cedar will work closely with JMU to identify consultants with appropriate skill sets. JMU may review resumes and interview consultants to confirm the fit to their project before the consultant is assigned.

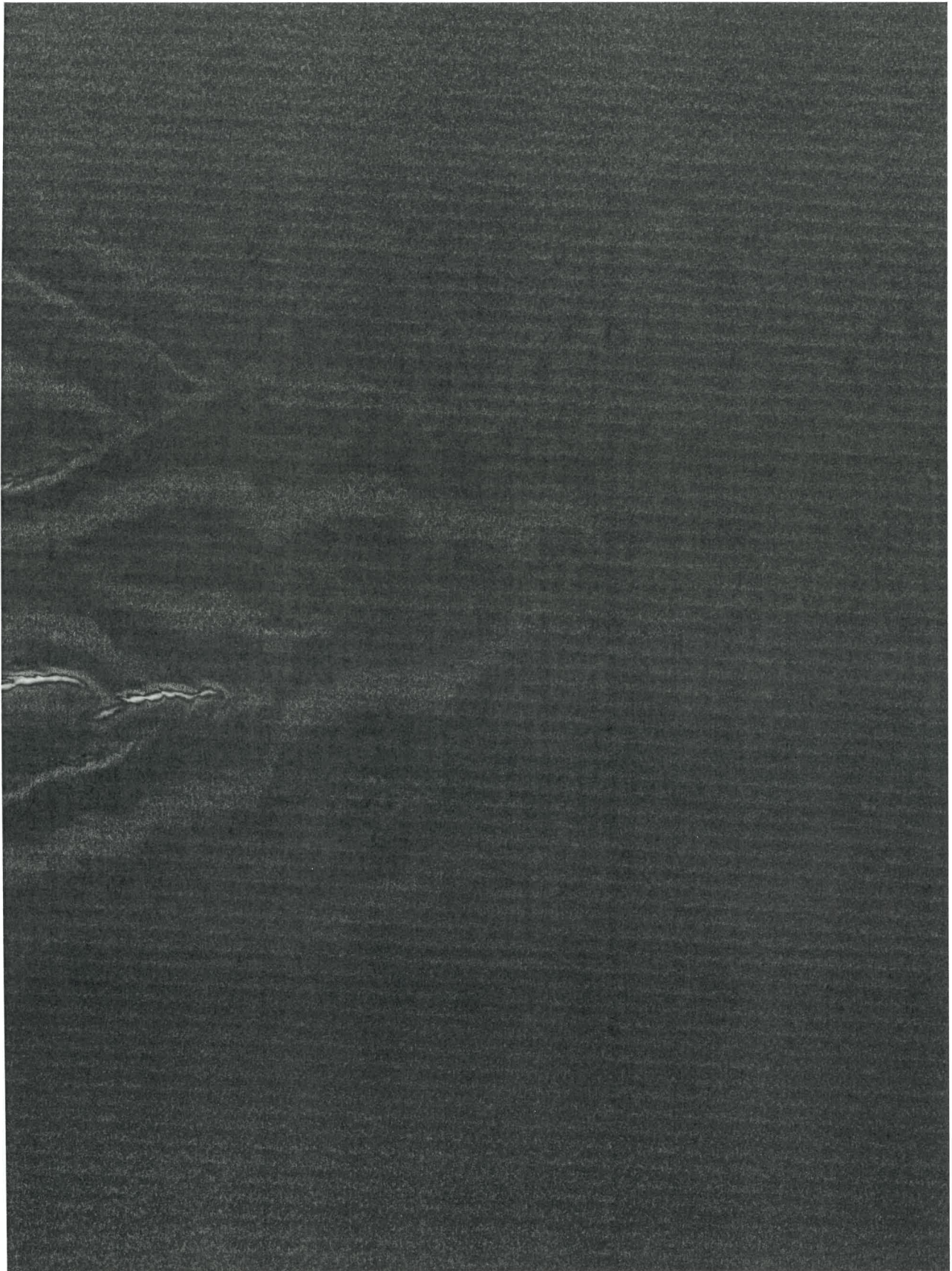
Each consultant we propose is a highly valued W-2 employee of Sierra-Cedar. We respectfully request that the University regard this section containing consultant names as proprietary and confidential information and not release its personally identifiable contents to other vendors or the public.

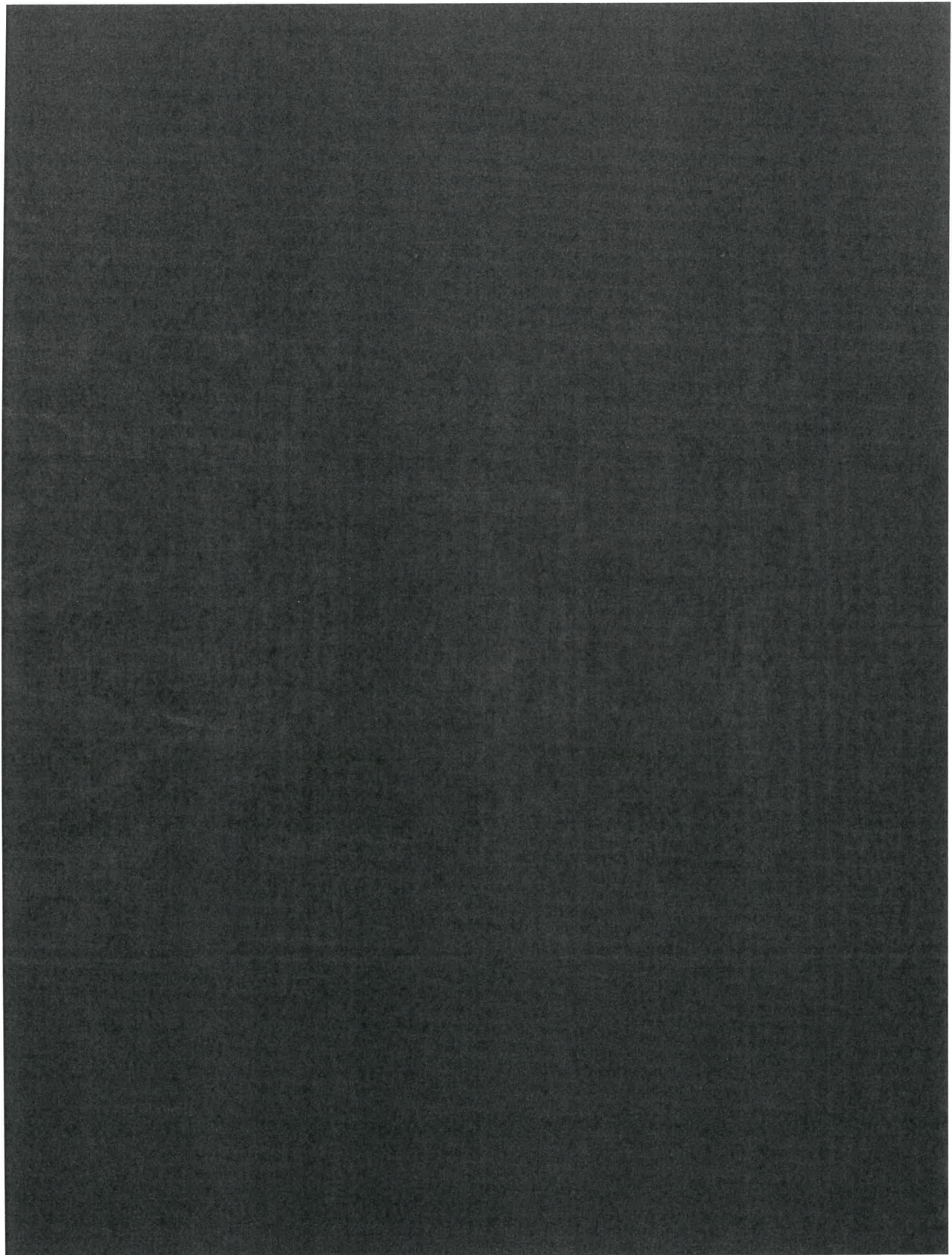








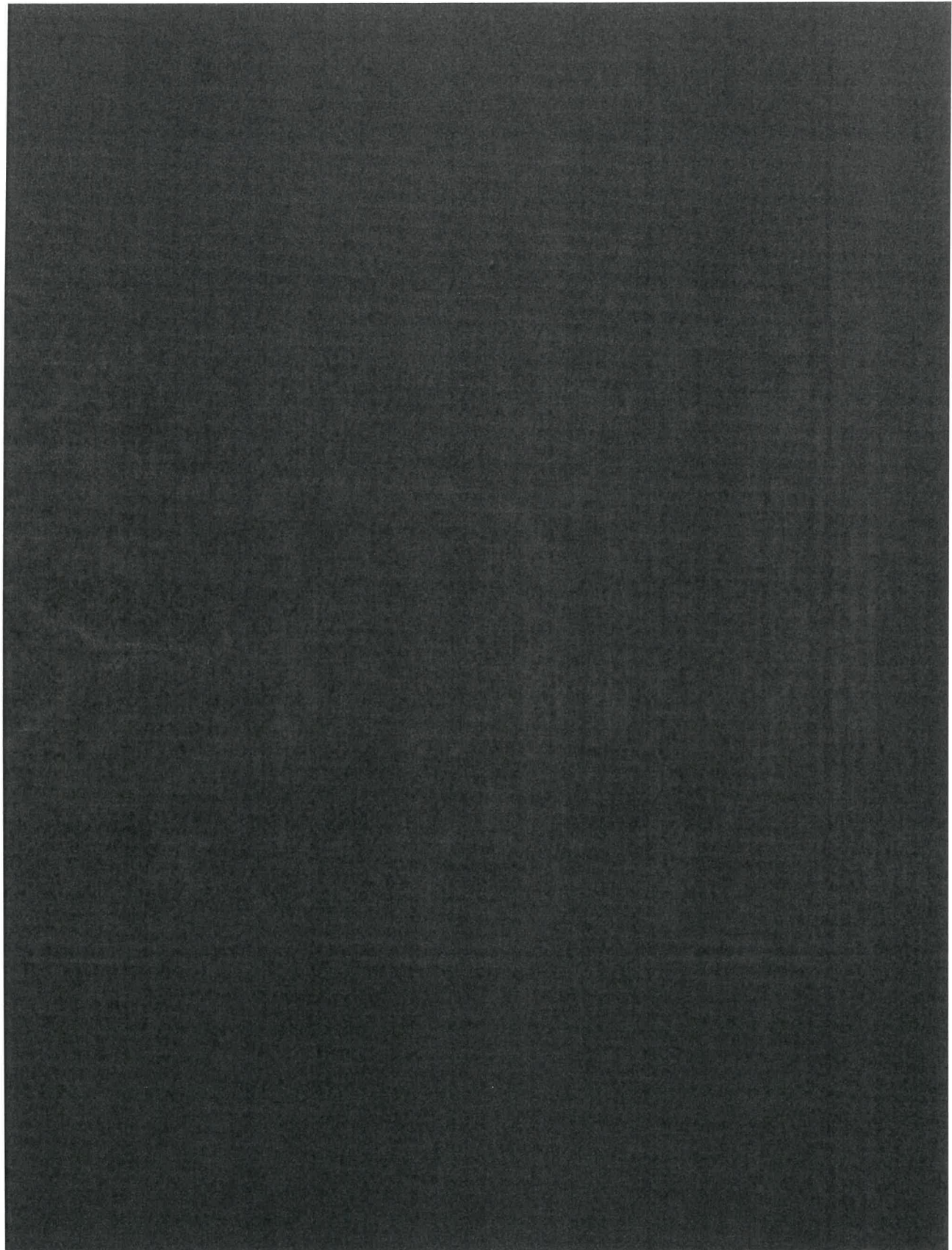




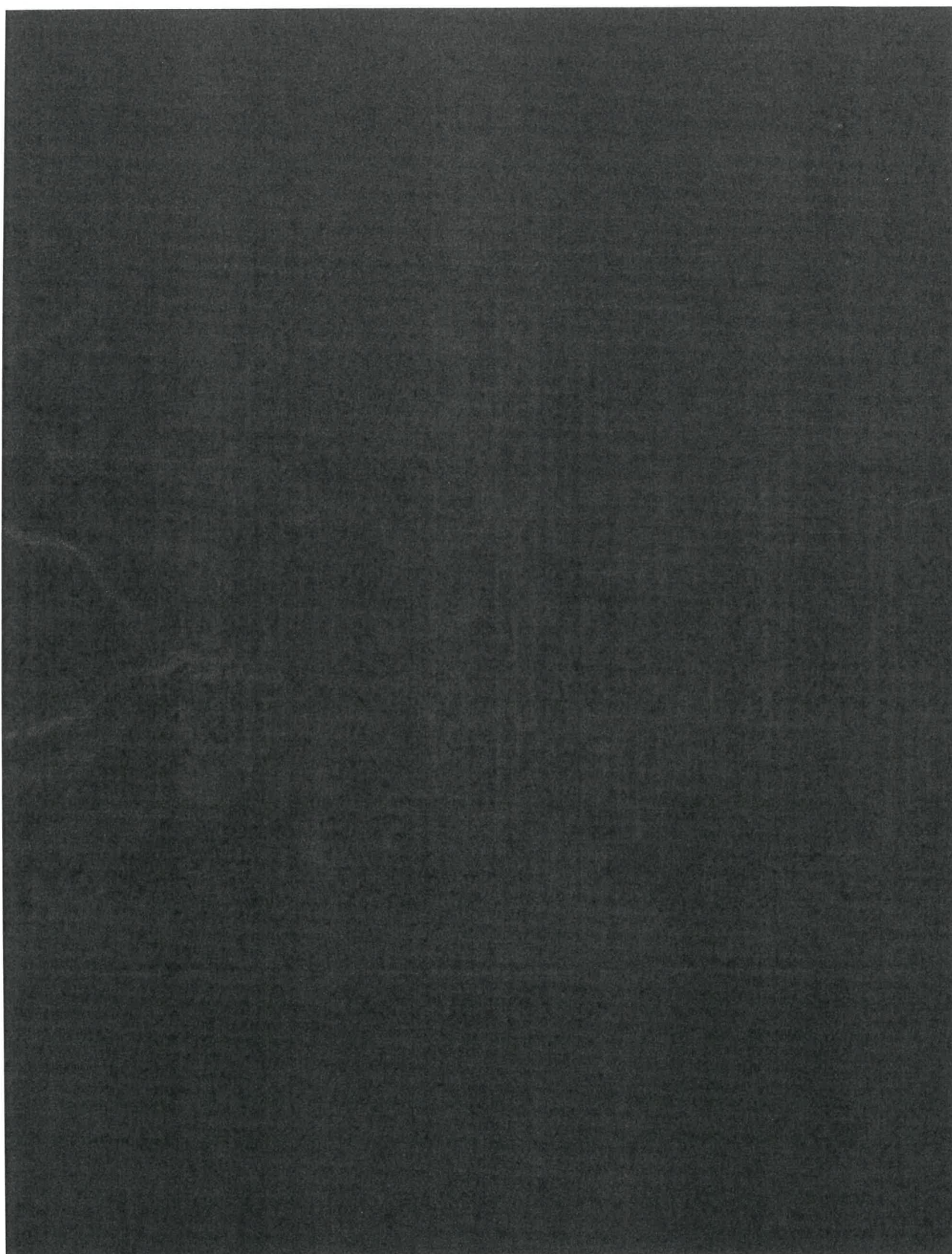
















Request for Proposal

RFP# FDC-1175

Information Technology Consulting Services

June 15, 2023



****PROCEDURE FOR SUBMITTING QUESTIONS****

Name	Organization	E-mail Address
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REQUEST FOR PROPOSAL

RFP# FDC-1175

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

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

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

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

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

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

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1175

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I. PURPOSE

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

II. BACKGROUND

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

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

James Madison University is currently utilizing the following technologies:

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

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

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

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

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

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

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

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

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

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

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

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

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

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

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

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Pricing Schedule

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

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

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Attachment D – Pricing Schedule

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

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

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



July 25, 2023

ADDENDUM NO.: One

TO ALL OFFERORS:

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

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

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

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

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

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LLC, Highstreet IT Solutions, LLC, Nautiquos Business Solutions, LLC, Assura, Inc., and Planet Technologies, Inc. Previous spend can be found at www.eva.virginia.gov. Current contracts with the firms listed above can be found at <http://cipag.jmu.edu/cipag/>.

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

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

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

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

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

62. Question - What applications are currently in use?

Answer – See RFP Section II. Background.

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

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

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

Answer – No.

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272



August 3, 2023

ADDENDUM NO.: Two

TO ALL OFFERORS:

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

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

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

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Wine Price Building
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PROCUREMENT SERVICES 540.568.7935 Fax

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

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

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

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

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

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

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

Answer - No.

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

Answer - Experience with higher education institutions is not required.

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

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

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

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

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

Answer – See RFP *Section II. Background*.

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

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

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

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

Answer - No.

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

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

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

Answer - Yes.

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

Answer - No.

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

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

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

Sincerely,

Doug Chester
Buyer Senior
Phone: 540-568-4272