



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. UCPJMU6926

This contract entered into this 23<sup>rd</sup> day of July 2024, by The Tambellini Group, 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 July 23, 2024, through July 22, 2025, 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-1211 dated April 30, 2024
  - (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 May 14, 2024
- (3) The Contractor's Proposal dated May 20, 2024, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations Summary, dated July 22, 2024,
  - (b) Consulting Services Agreement, dated July 23, 2024
  - (c) Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form, dated July 23, 2024, which shall govern in the event of a conflict.

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

CONTRACTOR:

By: Katelyn Ilkani  
Katelyn Ilkani (Jul 23, 2024 12:46 EDT)  
(Signature)

Katelyn Ilkani  
(Printed Name)

Title: President and COO

PURCHASING AGENCY:

By: Francis Chester  
Francis Chester (Jul 23, 2024 13:01 EDT)  
(Signature)

Francis Chester  
(Printed Name)

Title: Senior Buyer

**RFP # FDC-1211 Enterprise Advisory Planning (ERP) Services  
Negotiation Summary for The Tambellini Group, LLC**

**July 22, 2024**

1. Parties agree that this Negotiation Summary modifies RFP# FDC-1211 and the Contractor's initial response to RFP# FDC-1211, and in the event of a conflict, this negotiation summary shall take precedence.
2. Contractor's pricing schedule for the Purchasing Agency is as follows:

Description	Duration	Fixed Fee
Phase 1: Assessment and Market Alignment	Sixteen (16) Weeks	\$247,500.00
Phase 2: Evaluation and Selection	Twenty (20) Weeks	\$329,800.00
Phase 3: Negotiation and Procurement	Eight (8) Weeks	
Solution Provider Negotiations: Fixed Fee		\$400,000.00
Implementation Partner Negotiation		\$150,000.00
<b>TOTAL COST</b>		<b>\$1,127,300.00</b>

3. No onsite work is included in the pricing schedule above. Onsite work will be billed at an additional fixed fee of \$2,500.00, per day onsite, per Tambellini employee, inclusive of all travel. On-site work must be approved by the Purchasing Agency and mutually agreed upon at least 30 days in advance before travel arrangements are made.
4. The timeline for payment due dates are as follows:

Description	Duration	Fixed Fee	At Signing	30-days following signing	Issuance of Assessment report	30 days after the evaluation and selection starts	Issuance of final evaluation analysis by Tambellini	Contracts ready for signature
Phase 1: Assessment and Market Alignment	Sixteen (16) weeks	\$247,500	\$82,500	\$82,500	\$82,500			
Phase 2: Evaluation and Selection	Twenty (20) weeks	\$329,800	\$110,000			\$109,900	\$109,900	
Phase 3: Negotiation and Procurement	Eight (8) weeks							
Solution Provider Negotiation								
Fixed Fee		\$400,000	\$133,400				\$133,300	\$133,300
Implementation Partner Negotiation		\$150,000	\$50,000				\$50,000	\$50,000

5. Tambellini's fixed fee for the three-phase effort is outlined in table #5 above. The pricing assumes all phases of the engagement are awarded to Tambellini. The billing will follow the table above unless both Tambellini and JMU agree to and sign a change order and the change order reflects adjustments to the payment schedule.

6. The University will not utilize third-party legal services as detailed in the proposal. Once a vendor is engaged in negotiations for the award, eight (8) weeks is a reasonable time based on Tambellini's negotiation experience. Extending negotiations is not beneficial to the University.
  - a. If contract negotiations extend beyond ten (10) weeks, through no fault of Tambellini, additional fees may be due. Additional charges will not be invoiced unless the contract date is extended.
  - b. If the Institution cancels negotiations with the vendor(s) through no fault of Tambellini, Tambellini will invoice the Institution based on the percentage of work completed toward contract signature. The amount due shall be based on Tambellini's good faith estimate of the work completed based on previous similar negotiations.
  - c. If the Institution terminates negotiation services of Tambellini for any reason other than a breach of contract, the Institution will owe Tambellini fees associated with the negotiations as of the effective date of termination if a contract is signed with the selected vendor solution provider within 120 days of the termination.
7. The Purchasing Agency may notify Tambellini if it is dissatisfied with the services of a Tambellini Personnel for reasonable and lawful reasons; Tambellini shall try in good faith to promptly resolve such concerns. If the Purchasing Agency continues to be dissatisfied with such Tambellini Personnel, Tambellini will remove that Tambellini Personnel from the engagement and will assign different Tambellini Personnel of suitable ability and qualifications that meet all of the requirements of the applicable SOS to the Purchase Agency's effort as soon as possible. The contractor shall provide a suitable replacement in a timely manner.
8. The contractor must notify the Purchasing Agency of all personnel to be directly engaged with the Purchasing Agency during this project.
9. The Contractor must notify Purchasing Agency of any directly engaged personnel changes, in advance of it occurring.
10. Contractor shall not engage in direct communication or negotiations with prospective ERP vendors, unless directed by JMU Procurement Services, and shall work with JMU Procurement Services who will serve as the lead point of contact for such scheduling, negotiations, and contract compilation.
11. Tambellini personnel working on this project will be required to complete a JMU COI/NDA agreement prior to project commencement. This will be provided by the buyer who will lead the ERP search.
12. The contractor has disclosed all potential fees. Additional charges will not be accepted unless there is a change in the scope of services that is mutually agreed to in writing.



## Consulting Services Agreement

This Consulting Agreement (this "Agreement"), made as of July 23, 2024 ("Effective Date") by and between James Madison University ("Customer"), with an address at 800 S. Main Street, Harrisonburg, VA 22807 and The Tambellini Group LLC, with an address at P.O. Box 685, Irvington, Virginia 22480 ("The Tambellini Group").

Whereas, The Tambellini Group desires to perform certain services for Customer on the terms and conditions set forth herein and Customer desires The Tambellini Group to perform such services;

Now, therefore, the parties intending to be legally bound hereby agree as follows:

**1. Services Provided by The Tambellini Group.** The Tambellini Group shall provide Customer with consultation services as specified in a Statements of Services ("**SOS**"), which reference this Agreement and which are executed by the parties ("**Services**"). This Agreement in combination with each SOS individually comprises a separate and independent contractual obligation from any other SOS. A breach by The Tambellini Group under one SOS will not be considered a breach under any other SOS. The types of Services intended to be provided hereunder are services related to Customer's requirements for strategy, sales, business development, marketing, and business operations consulting services.

**2. Fees, Expenses, and Payment.** For all Services performed pursuant to an SOS or otherwise, Customer shall: (i) pay The Tambellini Group at the rates set forth in each SOS as adjusted from time to time upon mutual agreement or, if not set forth in such SOS, at The Tambellini Group standard consulting rates in effect at the time the Services are rendered; (ii) reimburse The Tambellini Group for travel and living expenses incurred, in accordance with the \$2,500/person/day listed on the Negotiation Summary in connection with such Services as defined in the SOS, and (iii) pay The Tambellini Group according to the terms of the individual SOS or for services rendered and authorized expenses incurred within thirty (30) calendar days after the date of each invoice receipt. All undisputed payments must be in U.S. dollars and are non-refundable. Customer is responsible for all taxes, duties, and customs fees concerning the Services performed, excluding taxes based on The Tambellini Group's income. All past due amounts will bear interest at the lesser of one percent (1%) per month or the highest interest rate allowable under applicable law. Preferred payment is ACH:

The preferred payment method is ACH:

Payee Name: The Tambellini Group, LLC

Payee Mailing: Address P.O. Box 685, Irvington, VA 22480

Bank Name:

Bank Address:

Account Number:

ABA Number (for an ACH):

**3. Customer Obligations.** Customer shall perform its obligations as set forth in the applicable SOS, as well as the following obligations (collectively referred to as "**Customer Obligations**"):

(a) Designate and provide for each SOS one (1) Customer point of contact who shall be responsible for responding to The Tambellini Group's questions and issues relating to the Services;

(b) Provide sufficient, qualified, knowledgeable personnel capable of: (i) performing

Customer Obligations set forth in this Agreement and each SOS; (ii) making timely decisions necessary to move the Services forward; (iii) participating in the project and assisting The Tambellini Group in rendering the Services.

(c) Perform such other duties and tasks as set forth in the applicable SOS to facilitate The Tambellini Group's and its subcontractors' performance of the Services set forth thereunder; and

(d) not hire the employees or representatives of either party who have been associated with the provision of Services hereunder for a period of six (6) months commencing on the date of completion of such Services. If either party fails to comply with this provision, the failing party agrees to pay the other party fifty percent (50%) of the annualized salary of the employee or representative hired or retained by the other party, payable within fifteen (15) days of the hire or retention date of such employee or representative. This Section 3(d) shall not apply to positions made via a general solicitation to the public.

**4 The Tambellini Group Obligations.** Subject to Customer's performing Customer Obligations, The Tambellini Group shall perform or cause to be performed the Services. Customer acknowledges and agrees that The Tambellini Group's ability to perform the Services is conditioned upon Customer's timely performance of its obligations and the assumptions described in the applicable SOS, and the performance of such Customer Obligations is material to The Tambellini Group's ability to commence and/or proceed with the Services. In the event Customer does not perform Customer Obligations in a timely manner, The Tambellini Group may request a change request mutually agreed between both parties to revise the SOS or suspend services until remedied, at The Tambellini Group's sole option. For each SOS, The Tambellini Group will designate one (1) The Tambellini Group point of contact that shall be responsible for responding to Customer's questions and issues relating to the Services.

**5 Change Procedures.** Customer may modify the scope of the Services, at any time during the term of this Agreement; provided, however, that if such modifications would require The Tambellini Group to provide services materially in excess of the Services or in addition to its obligations under this Agreement or an SOS, or extend the time needed to complete the Services, the parties shall comply with the following procedures:

(a) Customer shall submit to The Tambellini Group a written request for any change ("Change Request").

(b) As soon as reasonably possible The Tambellini Group shall provide Customer with a written statement offering to perform consistent with the Change Request, proposing modifications to the Change Request, or rejecting such request. The Tambellini Group's statement will include detailed information as to (i) the availability of The Tambellini Group's personnel and resources, and (ii) the impact, if any, on the completion of Services, the delivery of any deliverable items and/or the cost of the Services.

(c) If Customer desires to implement a Change Request, both parties shall execute a mutually executed contract modification to the contract to proceed with such Change Request upon the terms set forth therein or as modified by The Tambellini Group in its response pursuant to Section 5 (b). Customer's may modify the terms of this Agreement and will modify the terms of the SOS, the cost for the Services and/or the completion date, as specified in the Change Request or in The Tambellini Group's response thereto.

(d) Upon receipt of such written authorization from Customer, The Tambellini Group shall

promptly commence performance in accordance with the Change Request as modified by The Tambellini Group's response thereto.

(e) Each Change Request, as modified by The Tambellini Group's response thereto, which is duly authorized in writing by Customer shall constitute a formal modification to, shall be deemed incorporated into and shall become a part of, the applicable SOS. In no event shall the SOS, and/or any other obligations of The Tambellini Group to provide Services be deemed amended except through a Change Request approved by The Tambellini Group and Customer in accordance with the provisions of this Section 5.

**6 Insurance.** The parties shall each maintain general liability insurance, adequate worker's compensation and employer's liability insurance as required by applicable laws.

## **7. Confidential Information.**

**7.1** During the course of the parties' relationship, including subcontractor(s), they may have access to Confidential Information of the other. "Confidential Information" shall mean all information designated by a party as confidential and which is disclosed by one party to the other in connection with the performance of this Agreement, regardless of the form in which such information is disclosed and shall include, without limitation, the terms, conditions and pricing contained herein, all information relating to markets, customers, products, patents, inventions, procedures, methods, designs, source and object code, data, programs, improvements and other works of authorship of the disclosing party. All Confidential Information shall be deemed confidential and proprietary to the party disclosing such information hereunder. Each party may use the Confidential Information of the other party during the term of this Agreement only as permitted hereunder. The receiving party shall not disclose or provide any Confidential Information to any third party and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants during the term hereof and thereafter including the execution of appropriate individual nondisclosure agreements. Each party will use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

**7.2** This Agreement imposes no obligation upon either party ("**Recipient**") with respect to the other party's ("**Discloser's**") confidential information which Recipient can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) was required to be disclosed by applicable law, provided that Recipient notifies Discloser of such requirement prior to disclosure and provided further that Recipient makes diligent efforts to limit disclosure; or (e) is required to be disclosed by applicable law, provided, however, that prompt prior notice thereof shall be given to the party whose Confidential Information is to be disclosed.

## **8 Indemnity.**

**8.1 General Indemnity.** Each party ("**Indemnifying Party**") shall indemnify and hold the other party ("**Indemnified Party**") harmless against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Agreement or any SOS which result in death or personal injury. This indemnification obligation is contingent upon the Indemnified Party's providing the Indemnifying Party with prompt written notice



of such claim, information, all reasonable assistance in the defense of such action, and the sole authority to defend or settle such claim.

**Entire Liability.** The foregoing provisions of this section 8 state the entire liability and obligations of The Tambellini Group, and the exclusive remedy of Customer, with respect to any actual or alleged infringement of any intellectual property rights arising out of or in connection with the performance of the services and the development and/or use of the work product.

**82 Disclaimer of Consequential Damages.** In no event will customer or its officers, directors, employees, agents, suppliers or distributors be liable under this agreement to The Tambellini Group or any third party for any indirect, special, incidental, punitive or consequential damages (such as damages for loss of goodwill, work stoppage, computer failure or malfunction, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability, (whether in contract, tort, strict liability or any other theory), even if customer has been informed of the possibility thereof.

**83 Limitation of Liability.** The total liability of either party for any loss, cost, claim for damages of any kind arising out of or related to this agreement shall in no event exceed the total amount of the fees paid by customer to The Tambellini Group hereunder during the twelve (12) months prior to the event giving rise to such loss, cost, claim for damages.

**9. Rights to Work Product.** "Work Product" means any expression of The Tambellini Group's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information. All Work Product is the property of The Tambellini Group and is licensed nonexclusively to Customer, at no additional fee. Customer proprietary information used within the "Work Product" will not be disclosed.

**10. Independent Contractor Status.** The Tambellini Group performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Customer. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or agency relationship between the parties.

**11. Notice.** All notices shall be in writing and sent by regular mail, registered mail, overnight mail, courier, transmitted by facsimile or delivered personally to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) business days prior written notice to the other party. Notices to The Tambellini Group will be addressed to The Tambellini Group's General Counsel. Notices made pursuant to this Section shall be effective on the date shown on the receipt evidencing delivery or the facsimile confirmation, or if sent by regular mail or where there is no written evidence of delivery, on actual receipt. Either party may change its notice address upon written notice to the other and shall be effective upon receipt.

**12. Termination.** Customer may terminate this Agreement or any SOS at any time by giving The Tambellini Group thirty (30) business days prior written notice of termination. Upon termination, all fees due under this Agreement and for services performed up to the effective date of termination, less any refunds or credits due Customer, shall be paid by Customer to The Tambellini Group immediately upon the effective date of such termination. In the event Customer provides less than thirty (30) business days' notice, The Tambellini Group reserves the right to invoice Customer for up to thirty (30) business days of consulting services per Consultant terminated. The Tambellini Group agrees to bill Customer for (30) days or number of scheduled days whichever is less.. If The Tambellini Group terminates this agreement or any SOS for any reason, The Tambellini Group agrees to refund pro-rated fees to Customer.

**13. Survival.** The terms of Sections 7. (Confidential Information), 8. (Indemnity), 9. (Rights to Work Product) 11. (Notice), 13. (Survival) and 14. (General) shall survive the termination of this Agreement.

**14. General.** This Agreement is made in and shall be governed by the laws of the State of Virginia without regard to its choice of law principles. Jurisdiction and venue shall be in the city and state of the respondent's domestic headquarters. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. Absent a writing signed by authorized signatories of both parties, no purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any SOS thereto shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by The Tambellini Group or Customer) are objected to and deemed material unless otherwise agreed to in writing. Except for Customer's obligation to pay The Tambellini Group for services performed and to pay taxes, duties and customs fees in relation to the Services, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. Except for actions for non-payment or breach of The Tambellini Group's proprietary rights in the Work Product, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. This Agreement, is incorporated into contract UCPJMU6926 and includes the Commonwealth of Virginia Agency Contract From Addendum to Contractor's Form, which shall govern in the event of conflict, including any and all SOSs, constitutes the entire agreement between the parties concerning the subject matter contained herein. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

(a)

**16. Successor.** This SOS will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors-in-interest and assigns, except that Customer may assign only upon written approval of Tambellini.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Consulting Services Agreement and to bind their respective party thereto.





**TAMBELLINI GROUP**  
**TRUSTED MARKET ADVISORS®**

**James Madison University:**

  
Francis Chester (Jul 23, 2024 13:01 EDT)

Signature

Francis Chester

Name Printed

Senior Buyer

Title

7/23/2024

Date

**For The Tambellini Group, LLC:**

  
Katelyn Ilkani (Jul 23, 2024 12:46 EDT)

Katelyn Ilkani, President and COO

7/23/2024

Date

The Tambellini Group, LLC  
PO Box 685  
Irvington, Virginia  
(804) 438-9393  
Fax: (800) 507-8152

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

**AGENCY NAME:** James Madison University

**CONTRACTOR NAME:** The Tambellini Group, LLC

**DATE:** July 23, 2024

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

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

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

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

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

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

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

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

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

AGENCY by   
Francis Chester (Jul 23, 2024 13:01 EDT)  
(signature)

Title Senior Buyer

Printed Name Francis Chester

CONTRACTOR by *Katelyn Ilkani*  
Katelyn Ilkani (Jul 23, 2024 12:46 EDT)  
(signature)

Title President and COO

Printed Name Katelyn Ilkani



<b>From:</b>	<b>The Tambellini Group, LLC</b>	<b>May 21, 2024</b>	<b>2:00 PM ET</b>
	<b>Name of Offeror</b>	<b>Due Date</b>	<b>Due Time</b>
<b>P.O. Box 685</b>		<b>FDC-1211</b>	
<b>Street or Box No.</b>		<b>RFP #</b>	
<b>Irvington, VA</b>		<b>Enterprise Resource</b>	
<b>22480</b>		<b>Planning (ERP) Advisory</b>	
<b>City, State, Zip Code</b>		<b>Services</b>	
		<b>RFP Title</b>	
<b>Name of Purchasing Officer: Doug Chester</b>			

# Response to Enterprise Resource Planning (ERP) Advisory Services RFP

#FDC-1211



# Request for Proposal

## **RFP# FDC-1211**

**Enterprise Resource Planning (ERP)  
Advisory Services**

**April 30, 2024**



**DEADLINE FOR SUBMISSION OF QUESTIONS: Monday, May 13, 2024 @ 5:00 p.m.**

All questions and inquiries shall be formally submitted on this document. Questions shall be submitted in writing and shall reference, whenever possible, the Page, Section, Item number within the Statement of Needs specifications of this document that the question is in reference to.

Answers to all questions received will be issued through a written addendum (if applicable) and become a part of the permanent record of this solicitation.

**RFP Document:** Section (number) \_\_\_\_\_, Page \_\_\_\_\_, Paragraph \_\_\_\_\_,

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Name	Organization	E-mail Address
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# REQUEST FOR PROPOSAL

## RFP# FDC-1211

Issue Date: April 30, 2024  
Title: Enterprise Resource Planning (ERP) Advisory 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 May 21, 2024 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](mailto:chestefd@jmu.edu); 540-568-4272; (Fax) 540-568-7935 by May 13, 2024 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:

The Tambellini Group

PO Box 685

Irvington, VA 22480

Date: May 20, 2024

Web Address: <https://www.thetambellinigroup.com/>

Email: [Katelyn.ilkani@thetambellinigroup.com](mailto:Katelyn.ilkani@thetambellinigroup.com)

By: K. Ilkani  
(Signature in Ink)

Name: Katelyn Ilkani  
(Please Print)

Title: President and COO

Phone: 800-414-3405

Fax #: 800-507-8152

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:  
X YES; ☐ NO; IF YES ⇒⇒ X SMALL; X WOMAN; ☐ MINORITY

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. 3/8/23

**IF MINORITY:** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

# ***REQUEST FOR PROPOSAL***

***RFP # FDC-1211***

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	2
IV.	STATEMENT OF NEEDS .....	Page	2-3
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	4-6
VI.	EVALUATION AND AWARD CRITERIA .....	Page	6-7
VII.	GENERAL TERMS AND CONDITIONS .....	Page	7-14
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	14-18
IX.	METHOD OF PAYMENT .....	Page	18-19
X.	PRICING SCHEDULE .....	Page	19
XI.	ATTACHMENTS .....	Page	19
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		

## **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 Enterprise Resource Planning (ERP) Advisory 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](http://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.

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
- Microsoft 365 (A5 license)
- Microsoft Active Directory
- Salesforce (Enterprise CRM)
- 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.

The Tambellini Group (Tambellini) is a small, woman-owned business headquartered in Irvington, Virginia, that brings over 23 years of experience in higher education, having worked with public and private higher education institutions, multicampus institutions, systems, and shared services organizations as they assess their needs for and evaluate and select new finance, human resources, and student information systems.

Tambellini is regarded as a top advisor to R1 and R2 Doctoral Universities.

### IV. STATEMENT OF NEEDS

James Madison University (JMU) seeks an experienced and qualified advisory firm to aid in the assessment, evaluation, negotiation, and procurement of an integrated Enterprise Resource Planning (ERP) solution for Higher Education. Primary desired outcomes include advisory services for the evaluation, selection and negotiations to procure an ERP platform including Human Resources, Finance, and Student Information System. Additional desired outcomes include education for JMU stakeholders regarding the ERP market in higher education, information about what to expect when implementing a modern SaaS ERP solution, identifying key decisions that will need to be made during implementation, scope refinement, as well as evaluation and selection of an implementation partner. Organizations with a proven track record of providing quality assessments and selection of ERP solutions for the higher education sector are encouraged to submit their proposals. All advisory services from a successful contractor will be provided to JMU Information Technology and JMU Procurement Services to be utilized at the sole discretion of the university. The University reserves the right to accept or reject any proposed or assigned consultant, without cause, at any time for the duration of the contract.

1. The contractor shall assist the University with a recommended course of action in securing a new higher education Enterprise Resource Planning (ERP) provider.

The Tambellini Group appreciates the opportunity to deepen our existing partnership with JMU and provide agnostic analyst and advisory services to JMU as you assess your ERP needs, evaluate vendor solutions and services, and negotiate financially sound agreements for JMU's ERP project as part of Reengineering Madison.

JMU has partnered with Tambellini as an analyst firm dedicated to higher education since 2018 and has engaged with Tambellini throughout the Reengineering Madison project efforts. This opportunity allows us to collectively expand our work and support JMU with deep market data and key differentiators to have a well-informed solution and services procurement that drives JMU's success.

Throughout Tambellini's response, we have noted **Proprietary Information** to ensure

it is clearly marked. We have also provided a redacted version of the response as requested in the RFP.

- a. Describe experience with ERP research, assessment, and evaluation assistance with universities of similar size and scope.

Founded in 2001, the Tambellini Group is a small, woman-owned business headquartered in Irvington, Virginia. We are a 100% remote organization, reducing our carbon footprint, with team members located across the US. Our team of Strategic Advisors, Higher Education Industry Analysts, and Researchers all have decades of experience working with higher education organizations on their most critical priorities.

JMU, like many Tambellini clients, is a long-time Oracle PeopleSoft customer. As an early PeopleSoft customer, JMU's institutional memory related to the major system transformation leads constituents to desire more than features and functions in the next-generation solution.

During the evaluation process, it is common to have divisions related to which solution(s) will best serve the institution. The process of defining the differentiators that matter for JMU, as well as the nuances, is how Tambellini will ensure a successful ERP replacement selection for JMU.

Tambellini and JMU have partnered since 2018. Since the beginning of our relationship, Tambellini has provided the most accurate and independently sourced market intelligence and advisory support.

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

■

■

■

- b. Describe actual return on investments for colleges/universities that have retained services from your organization for an ERP implementation project.

■

■

■

■

■

- c. Describe outcomes and deliverable to be anticipated in a potential scope of work.

Tambellini's focus during the engagement will be on aligning JMU's stakeholders to make a timely and cost effective ERP replacement decision with full confidence in the final solution selection.

The final outcomes and deliverables from the scope of work will be:

- RFP ready requirements following a thorough assessment.
- Evaluation and selection of a finance, HCM, and student information system solution following a comprehensive RFP process.



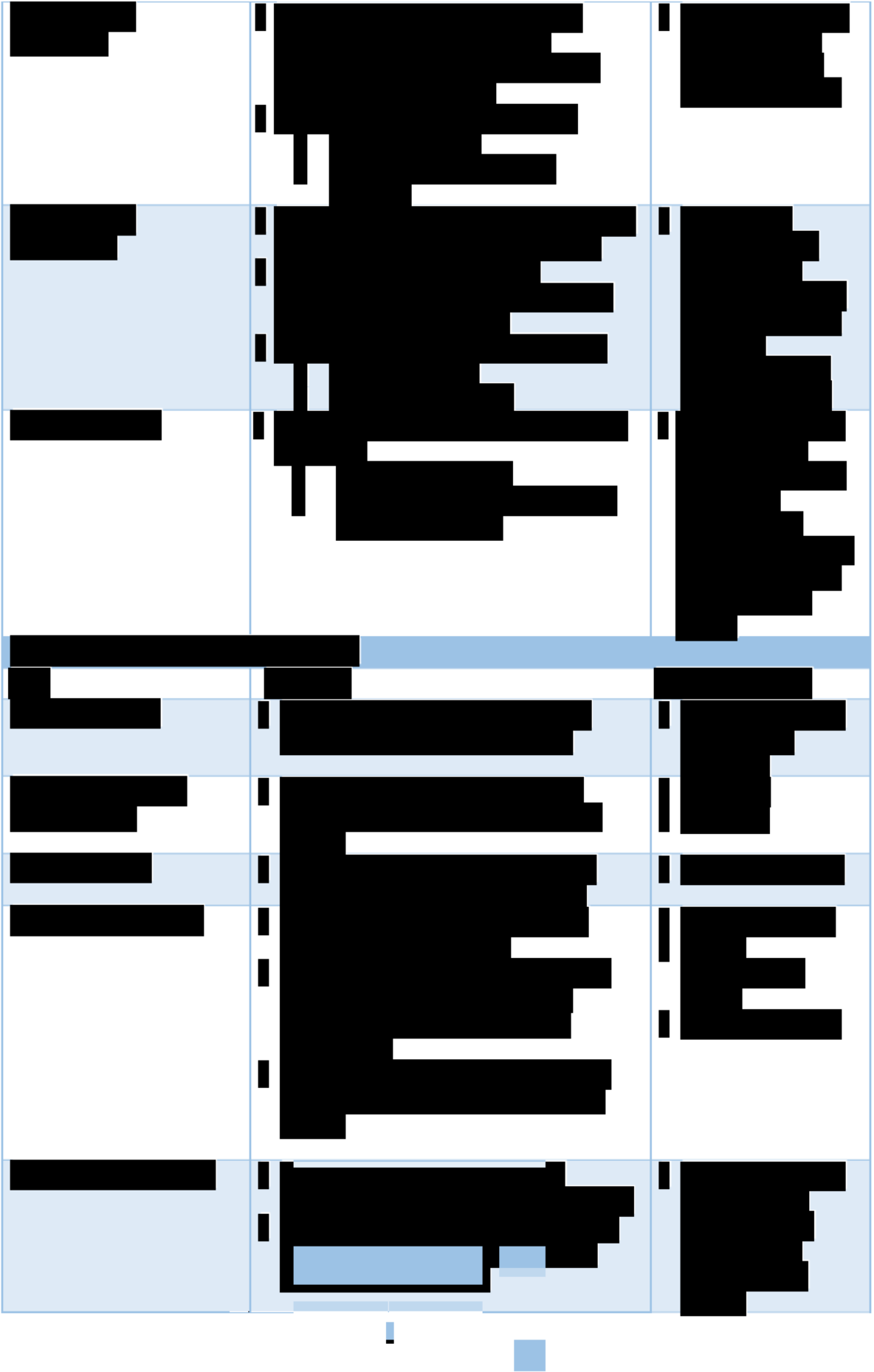
- JMU's successfully negotiated contracts for the solution and implementation of a new finance, HCM, and student information system.

Tambellini's final deliverables are signature-ready contracts for the solution and the implementation.

These contracts will be tailored to JMU's needs and have the best possible business and legal terms. They will be powerful instruments that guide JMU's investment in not only money but also time and energy.

The following table outlines key outcomes and deliverables during the process from Assessment through Evaluation and Selection and then through Negotiations.

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]






- d. Describe the ability to provide for a thorough transfer of knowledge to university personnel.

Tambellini has decades of experience supporting higher education institutions through ERP replacements and has built a pressure-tested knowledge transfer system. Tambellini will document the results of Phase 1 and 2 in reports and presentations provided to JMU and interactively review results with JMU as they are created and updated. This iterative and collaborative process ensures JMU stays on time and in alignment. Additionally, as a Tambellini client, JMU's

Tambellini Strategic Advisor and Primary Analyst remain engaged with JMU on an ongoing basis.

- e. Describe any change management or education services that you may offer as part of this engagement, include pricing in *Section X. Pricing Schedule*.

Tambellini offers asset-driven change management and training support services that are rooted in Tambellini’s deep research and project experience.

Tambellini can support JMU with change management and training support throughout the duration of the assessment and evaluation and selection process.

Change Management and Training Support, including a review of Training as a Service offering, is led by Senior Analyst Jessica Thomas.

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Additional Change Management research is provided within the current partnership with JMU, including research and publication guides on Change Management

2. The advisory firm shall consult and advise, as required, on ERP platform and implementation partner proposals to the University.
  - a. Describe experience providing assessment, evaluation, advisory, and negotiation services regarding selection of Finance, Human Resources and Student systems to Higher Education institutions. Provide examples.

[REDACTED]

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]

- b. Describe methodology and experience related to supporting organizations in their procurement processes and negotiations.

#### Phase 1 Methodology: Assessment and Market Alignment

Institutions typically prioritize vendor technology, relationships, commitment to higher education, breadth of solution offered, product roadmap, and other areas that are not feature/function driven. Modern and transformational solutions focus on best practices and configuration.

Tambellini's best practice Assessment approach is therefore designed to **clarify and validate JMU's priorities** and **align with the capabilities** of the available market solutions and services.



Tambellini's assessment methodology combines this understanding of JMU with our proprietary market research and data for finance, HCM, and student information system vendors and their implementation partners. This methodology gives JMU the deepest insights into strategic investment decisions supporting Reengineering Madison.

Tambellini has conducted dozens of Assessments with institutions of all sizes and focus areas. Our experience in this work with hundreds of leaders across all types of institutions reinforces that executive support and operational buy-in must be aligned to clearly defined goals for successful long-term strategic programs.

Tambellini's Assessment methodology reinforces this by engaging JMU executives, key constituents, and project team members to gather input, align priorities, and confirm buy-in and support.

Tambellini's Assessment methodology is designed to ensure that activities drive discovery, clarity, and alignment in a manner that enables clear decision-making and effective forward progress.

Every Tambellini team member working on this project has direct and current experience with Assessment work.

### **Phase 2 Methodology: Evaluation and Selection**

Tambellini's evaluation and selection strategy focuses on independent and proprietary market research and data to elucidate product and implementation partner differentiators. Tambellini's strategy is based on decades of experience managing complex procurements.

Tambellini's methodology focuses on clarifying the solution "How" rather than uncertainty in vendor responses of "Yes" and "No."

Implementing a new finance, HCM, and student information system is a complex undertaking with far-reaching implications. Evaluating new offerings in the context of Tambellini's broad and deep understanding of opportunities and risks will give JMU the best data to empower the most informed selections. This research-based approach can increase JMU's selection confidence based on deeper insights into strategic implications.

Tambellini's recommended approach is for JMU to have a concurrent procurement for the products and implementation partner. This approach will save JMU time and money. It will also reduce JMU's risk by putting into context the components of the solutions and implementation to understand the real capabilities and effort involved in a successful solution implementation.

Every Tambellini team member working on this project has direct and current experience with Evaluation and Selection work.

### **Phase 3 Methodology: Negotiations**

Tambellini works with JMU from the start to align vendor interactions and negotiations to best benefit JMU. Negotiation with vendors begins as the

institution engages with vendors and long before JMU officially notifies a vendor that it has been selected pending negotiations.

Tambellini has negotiated more than 1,000 agreements and multi-million-dollar contracts and is fluent in solution vendor and implementation provider contract terms, legal language, and key considerations for institutions based on their goals, expectations, and internal resources and requirements.

Tambellini's key contract considerations include:

- Maximizing your contract value for your initial term and renewal term
- Mitigating project and financial risk for the solution and services
- Uncovering hidden and unnecessary expenses or commitments
- Aligning the mix of solutions, services, and JMU resources
- Expediting the negotiation process

The focus of the solution negotiations is to provide JMU with the best pricing alignment for the initial term and renewal terms.

The focus of the implementation negotiation is to ensure alignment of the solution deployment, implementation partner services, and JMU staffing and requirements for a successful transition to the selected platform.

To maximize JMU's value and ensure alignment across the solution and services, Tambellini recommends negotiating simultaneously with the solution vendor and implementation partner to align the full effort with the outcomes JMU is seeking.

Following Phase 2, JMU will seek to enter a fair and favorable agreement with the selected vendor and implementation partner. Negotiations for the solution and implementation include pricing and minimizing risk.



Tambellini will work collaboratively with JMU leadership and decision-makers to negotiate a favorable multi-year renewal for JMU. The focus will be on negotiating the best-case pricing, business, and legal terms.

The Tambellini team that executes this work is very experienced in the highly specialized field of complex contract negotiations. Decades of experience from this team give JMU access to the industry's best resources in this specialized domain.

- c. Provide information on the steps you perform for an assessment and evaluation. Describe deliverables and outcomes.

#### **Phase 1 Steps: Assessment and Market Alignment**

The key steps of the Assessment and Market Alignment phase will include:

- **Project Kickoff**

- [REDACTED]

[REDACTED]

[REDACTED]

- **Tambellini Interviews** will be led by a Tambellini Analyst to gather input from executive and operational leadership across finance, HCM, and student teams. Tambellini will deliver up to 25 interviews that are:
  - Up to 60-minutes
  - Up to two participants per interview

The outcome of these interviews will be incorporated into the Future Campus Survey results analysis and incorporated into the workshops to review and confirm alignment with JMU project leaders.

- **Tambellini Workshops** will be led by a Tambellini Analyst and Strategic Advisor to review the **Future Campus Survey** responses. Tambellini will deliver up to five (5) workshops including:
  - Planning session with key project leadership to review the approach and intended outcomes
  - Workshop engagement of up to 90 minutes with up to 20 people each to review the **Future Campus Survey** results, confirm gaps identified, and interactively gain strategic alignment of key stakeholders.
  - Workshops will be held with indicative groups, such as:
    - *Faculty and academic dean team*

- *Academic administration team*
- *Human capital management team*
- *Financial management team*
- *IT, data, and reporting teams*
- **Workshop with leadership** to review the potential paths for JMU and the considerations for each path in an interactive session to align on the ideal path for JMU and other considerations for the evaluation of vendor solutions and services.

The outcome of the workshop with leadership will be a consensus on the ideal path forward desired by JMU, further informing the requirements and alignment of the market solutions. This outcome will be incorporated into the draft report and final presentation for JMU.

- Tambellini will **issue the compiled draft report**, with report sections confirmed throughout the process, review the draft report with JMU, and incorporate feedback to finalize the report.
- Tambellini will **present the final outcome** in an executive-level summary presentation in an interactive session lasting up to 90 minutes with key project leadership and executive sponsors.

The deliverable and outcome of Phase 1 will be a report providing the content and clarity to move into a successful evaluation and selection process for both a solution and implementation partner.

### **Phase 2 Steps: Evaluation and Selection**

The key steps of the Evaluation and Selection will include:

- Tambellini will confirm JMU's approach to evaluate, score, and select a single solution vendor and implementation partner
- Tambellini will lead vendor discovery sessions
- Using RFP requirements from the assessment, as well as our proprietary market research, Tambellini will work collaboratively with JMU to develop a finalized RFP for the solution and for the implementation partner
- Tambellini will work with JMU's Procurement to release RFP to vendors
- Tambellini will work with JMU's Procurement to manage communication with vendors and implementation partners
- Tambellini will work collaboratively with JMU to establish vendor demonstration agendas and use cases
- Tambellini will schedule and facilitate vendor and implementation partner demonstrations
- Tambellini will work collaboratively with JMU to develop evaluation rubrics for solutions and implementation based on JMU's priorities and criteria
- Tambellini will participate remotely for each, anticipated to be up to eight days per solution vendor
- Tambellini will review vendor responses and demonstrations and provide a summary analysis aligned to projected solution functionality in 2027

- based on our proprietary market research
- Tambellini will lead vendor follow-up
- JMU identifies preferred vendors for solution and services
- Assist the evaluation committee in the recommendation to leadership
- Ensure an on-time selection

The deliverable and outcome of Phase 2 will be the decisions to enable a recommendation to senior leadership selection for a new finance, HCM, and student information system and an implementation partner.

### **Phase 3 Steps: Negotiations**

The key steps of the Negotiations will focus on:

- General business terms and conditions
- Legal terms and conditions
- Pricing review and strategy for the best outcome
- Negotiation ideas and strategies
- Expectation setting
- Payment schedules and strategies

The specific steps tied to the above key steps are not detailed due to this work's highly specialized and proprietary nature.

The deliverable and outcome of Phase 3 will be the signature-ready contracts for a new finance, HCM, and student information system and an implementation partner.

- d. Describe evaluation procedures to assist the university in examining potential areas of growth and efficiency as related to student and staff record management.

In Phase 1 of the assessment and market alignment effort, Tambellini will identify gaps and areas of inefficiency that should be considered as JMU evaluates vendor solutions and considers its approach forward. The assessment will also review the current list of applications in use at JMU and identify those that will be or may be replaced by various vendor solutions best suited to JMU's requirements, with a lens toward technology stack consolidation.

In Tambellini's review of the data, analytics, and AI strategy for JMU, Tambellini analyst will identify current practices and strategies that need to be addressed as part of the effort, as well as solutions that are likely to be replaced or combined and considerations for JMU in planning for this transition while identifying key challenges today that surfaced as part of the assessment activities.

- e. Describe as relevant project approach including deliverables (audit/assessment, recommendations, assistance with ERP vendor selection, assistance in negotiations, assistance in review of terms and business issues).



### **Phase 1 Project Approach: Assessment and Market Alignment**

Tambellini will conduct the Assessment within the context of Reengineering Madison, ensuring strategic alignment with highly successful long-term program outcomes. Through interviews and workshops with JMU teams, Tambellini will gather inputs to gain clear insights for JMU during the upcoming evaluation and selection process. Engagement with JMU's executive team will further illuminate key areas for consideration, including confirming strategic alignment between institutional goals and project efforts.

Tambellini's highly iterative approach enables our team to gather inputs, clarify, and validate against JMU's priorities and solution capabilities. This enables our team to help JMU gain clarity on needs to best inform the broader scope for evaluation and selection.

Tambellini's Assessment approach is geared to enable a highly focused evaluation and selection process while providing JMU with the greatest clarity on the overall portfolio impacts.

A brief summary of the approach is as follows:

- Tambellini's Market Overview customized and focused to JMU and delivered to the Student, Administrative, and data, analytics, AI, and technical teams.
- [REDACTED]
- Interviews will be conducted with leaders from JMU's Academic operations, Student administration operations, Human resources operations, and Finance operations.
- [REDACTED]
- Leadership Workshop to review the potential paths and considerations for JMU in an interactive session to align on the ideal path for JMU.
- Tambellini will issue the compiled draft report, with report sections confirmed throughout the process, review the draft report with JMU, and incorporate feedback to finalize the report.
- Tambellini will present the final outcome in an executive-level summary presentation in an interactive session lasting up to 90 minutes with key project leadership and executive sponsors.

The outcome of the assessment and market alignment activities will culminate in a final report inclusive of the following:

- Documented gaps and key requirements
- Market alignment and considerations based on JMU's key requirements.
- JMU scenarios for future vendor demonstrations
- Recommended path forward, timeline, and budget
- Strategy review and considerations for key areas, including change management

### **Phase 2 Project Approach: Evaluation and Selection**



Tambellini's approach to Evaluation and Selection is an extension of our research-based Assessments. By gathering inputs about the most important requirements and contingencies for JMU, Tambellini is able to provide insights into demonstration agendas and use cases, giving JMU the best possible insights into solution capabilities.

A summary of the Evaluation and Selection process is:

- Vendor discovery sessions
- Vendor request for JMU
- Vendor responses for JMU
- Vendor demonstrations
- JMU evaluation of vendor demonstrations and responses
- Tambellini vendor comparison of demonstrations and responses
- Vendor follow-up
- Selections

During the evaluation and selection process, Tambellini focuses JMU's efforts on the opportunities for the greatest strategic impact.

Following the discovery sessions, Tambellini will draft a request for vendors to align their solutions and services to JMU's key requirements (RFP, RFI, or other appropriate vehicle per JMU's procurement rules). The request will be inclusive of solution and implementation services, and Tambellini anticipates it will include solution vendors responding with implementation partners where appropriate.

Tambellini and JMU will confirm before releasing a request to vendors the alignment and approach for vendors to respond to provide JMU with the appropriate insight to evaluate the vendor solution and implementation requirements simultaneously. The request to vendors will be issued with JMU's procurement office and will be aligned with JMU's procurement rules.

The responses from vendors will be analyzed by Tambellini Analysts to provide JMU with a summary of the key differentiators by area. A review of the initial response of key differentiators will then be reviewed with key project leaders.

Tambellini will provide JMU with a draft demonstration approach and scoring rubric for the JMU community to evaluate the vendor responses and demonstrations. Tambellini will collaborate with JMU to reach a confirmed demonstration approach and scoring rubric for a successful evaluation and scoring of the vendor solutions and implementation services.

Following the vendor responses, vendor demonstrations will be held leveraging the scenarios developed in Phase 1 and reviewed and updated based on the vendor responses as needed. One or more Tambellini Analysts will participate in the vendor demonstrations and then incorporate Tambellini's analysis of the vendor demonstrations into the overall analysis, inclusive of the vendor responses, demonstrations, follow-up engagement, and proposed pricing.

Vendor follow-up sessions will be conducted to further evaluate key areas of the proposed solutions and services following the vendor response and demonstrations. Additional follow-up sessions will be necessary with JMU's

preferred solution and service vendor as part of the negotiation efforts.

The outcome of the evaluation and selection phase is that JMU will have identified the preferred vendor, solutions, and services, pending negotiation.

### **Phase 3 Project Approach: Negotiation and Procurement of JMU's Preferred Solution and Services**

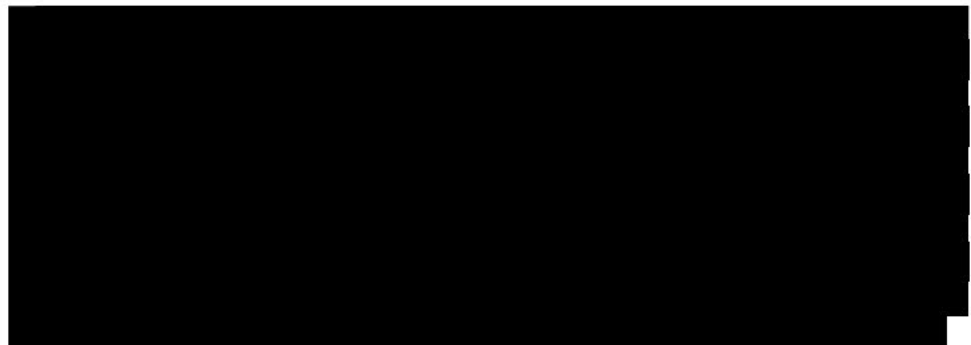
Tambellini ensures that contract negotiations are conducted in the context of JMU's broader strategic efforts.

The negotiation effort will include both the solution and implementation services with the following broad steps:

- Agree on goals and objectives for negotiations with JMU
- Review business terms and conditions
- Review legal terms and conditions
- Vendor negotiation meetings
- Draft agreements for JMU signature
- JMU executes agreements

Tambellini will coordinate with JMU procurement to lead the negotiation of mutually agreeable business terms and conditions with JMU's selected product vendor to enable the Institution to finalize contractual agreements by an agreed-upon date. As the negotiation lead, Tambellini will:

- Review JMU's goals and objectives to ensure that agreements with vendors align as closely as possible with the Institution's goals, including negotiating favorable subscription pricing of specified software modules (compared to similar institutions and recent contracts).
- Review Order Documents, Statements of Work, and business agreements presented by the vendor and provide specific feedback, recommended changes, and additional negotiation strategies.
- Provide insight to JMU regarding vendor negotiations to expedite the process and obtain maximum business concessions.
- Document the contract weaknesses, make recommendations on alternative language for business terms utilizing leading industry and/or other best practices, and work closely with the Institution to coordinate discussions and negotiations with vendors as may be appropriate.



The outcome of the Tambellini negotiation advisory services are contractual agreements ready for JMU's signature.

- f. Describe approach and methodology that will be used to provide consulting services. Include how your firm would manage the scope of projects.

Throughout the engagement, Tambellini summarizes and confirms the current state, gaps, and recommendations identified with the key leaders, individuals, and teams. At each review, Tambellini confirms components of the final deliverable and integrates the review with JMU leaders to ensure alignment of the executives and project team throughout the effort and support of the final outcome for JMU.

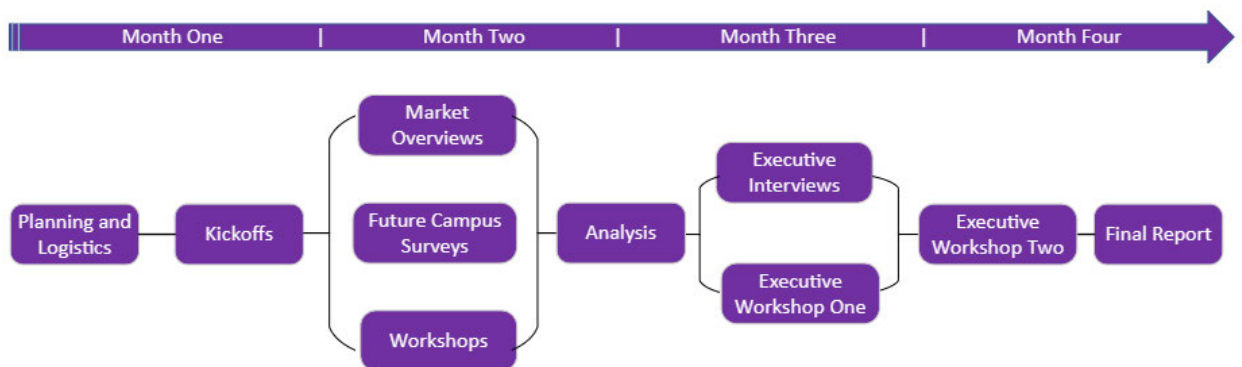
Tambellini advisory services are duration-based and have a set timeline at the start of the effort. The timeline takes into all the considerations known at the time and develops the most efficient and effective path for JMU. Tambellini Analysts, Strategic Advisors, and Leadership work with JMU to ensure the project remains on time and within the committed fixed fee. If changes are desired, all implications of the changes are thoroughly reviewed, including options to remain within the original timeline and cost, working collaboratively with JMU to ensure the results meet their expectations including timeline and cost.

- g. Share proposed timeline for assessment and evaluation of ERP solutions.

Tambellini's three-phase approach is forty-four (44) weeks in total duration from initial assessment and market alignment to solution and service vendor contract agreements ready for signature. The projected timeline is outlined below and is dependent on a signed agreement and staffing availability.

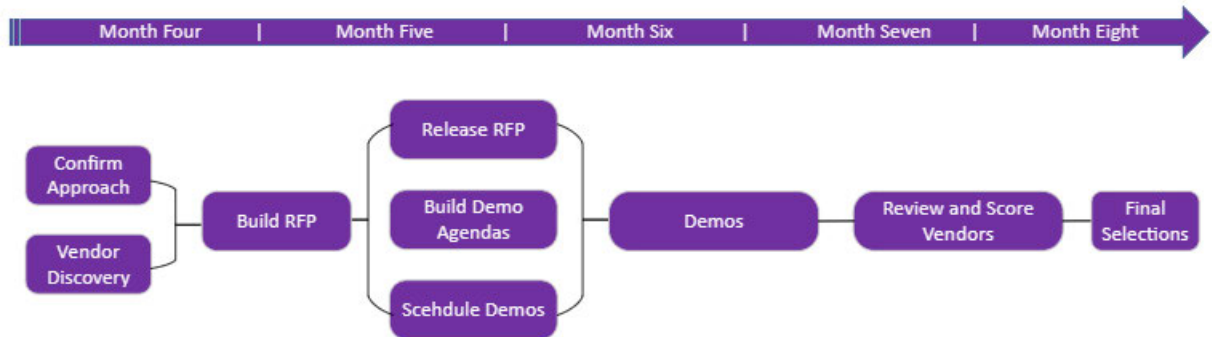
### Phase 1 Timeline: Assessment and Market Alignment

The illustration below depicts the overall assessment and market alignment activities with an overall timeline of sixteen (16) weeks. The final timeline will be determined and agreed upon if selected based on scheduling availability and final details.



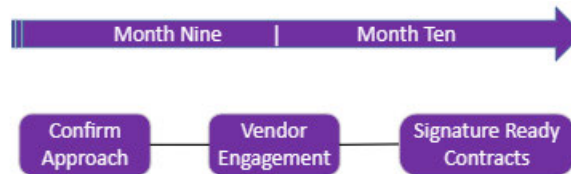
### Phase 2 Timeline: Evaluation and Selection

The illustration below depicts the overall evaluation and selection activities with an overall timeline of twenty (20) weeks. The final timeline will be determined and agreed upon if selected based on scheduling availability and final details.



### Phase 3 Timeline: Negotiations

The illustration below depicts the overall negotiation activities with an overall timeline of eight (8) weeks. The final timeline will be determined and agreed upon if selected based on scheduling availability and final details.



#### 3. Qualifications:

- a. Specify if your organization resells or provides implementation services for any specific Higher Ed ERP platforms or whether your organization is agnostic in this regard.

Tambellini is an Analyst and Advisory firm that does not resell or implement vendor solutions for institutions. Tambellini is agnostic in regard to the vendors JMU considers or selects. Our focus is on ensuring JMU has the market insights to make an informed decision. Tambellini's only incentive is to ensure JMU has the greatest insight across people, processes, technology, and data that matters for a successful assessment, evaluation, and implementation of the selected solution.

- b. If you resell or provide implementation services, list which companies and platforms you resell or provide implementation services for.

Tambellini is an Analyst and Advisory firm and does not resell nor implement vendor solutions.

- c. Provide Higher Education references, ideally similar in profile to James Madison University in ***Attachment A***.

See Attachment A.

- d. Describe your corporate competencies/experience with the existing university technologies listed in Section II Background.

Tambellini's Analysts have been tracking Oracle technologies in higher education since our founding in 2001. Our analysts are engaged with Oracle and all the ERP vendors in higher education multiple times per year and engage weekly with institutions using and replacing these solutions. Our analyst team has decades of higher education implementation and management experience with Oracle PeopleSoft. Tambellini Analyst and Advisors also have significant experience with migrating legacy platforms to modern cloud applications.

The Tambellini team of Analysts, Advisors, and Leadership will assist JMU in understanding the complexity of moving from legacy transactional systems to cloud platforms and the key considerations, including identity, access, and data for reporting, analytics, and AI.

In the past five years, Tambellini has assisted 100s of institutions whose legacy environments are Oracle PeopleSoft and related Oracle technologies to understand their needs, evaluate the market effectively, and make an informed decision with a total project budget for a successful transition. Each institution is unique in its approach and priorities, and we welcome the opportunity to fully align and support JMU in your desired approach for institutional success in moving to the cloud for operational enablement.

- e. Describe your experience with prospective ERP platform providers and implementation partners in higher education.

Tambellini, as an Analyst firm, has been conducting primary, independent market research on higher education ERP platform providers and implementation partners for over 23 years. Tambellini Analysts and Researchers conduct regular briefings with both product and implementation delivery teams to understand current and planned capabilities. Tambellini's team also interviews and surveys institutions about their experience with the ERP platform providers and implementation partners. Tambellini also frequently participates in ERP evaluation and selection engagements on behalf of institutions, including facilitating demos with solution providers and implementation partners.

Tambellini's research is conducted without vendor influence, and Tambellini does not resell or implement any solutions.

Tambellini utilizes this research to inform a database of over 500,000 data points on higher education technology trends and to publish robust market trends and market prediction reports, including reports that are available to the JMU community to educate stakeholders about the ERP market. Example reports include:

**HR/HCM and Finance System Reports:**

- 2024 Financial Management and Human Capital Management Systems US and International Higher Education Market Share, Trends, and Leaders Report

### **Student Information System Reports:**

- 2024 Student Systems US and International Higher Education Market Share, Trends, and Leaders Report

### **Change Management:**

- 2024 Practice Guide: Internal Staffing and Culture Change in Preparation for Modernization
- 2023 Practice Guide: Maturing Identity and Access Management

### **Data Management:**

- 2023 Data Management Market Landscape

- f. 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.

Tambellini will assign eight primary resources to the assessment and evaluation and selection components of the engagement, with more as necessary, anticipated to be the team below.

*As JMU's Executive Sponsor, Vicki Tambellini* oversees the full project delivery from start to finish. Vicki will meet regularly with JMU's leadership team to ensure desired outcomes are met. Vicki has personally worked with hundreds of colleges and universities over more than 30-years.

*Governance Lead Karen Boudreau-Shea* ensures the Tambellini team and JMU are working jointly to meet the expected outcomes, timeline, and executive expectations of JMU for the Assessment, Evaluation, and Negotiations. As the VP of Advisory Services, Karen, along with Tambellini Founder and CEO, Vicki Tambellini, also leads negotiation efforts with our clients.

*Strategic Advisor Hampton Shive* will continue to manage the ongoing strategic partnership with JMU, as he is currently JMU's Strategic Advisor. He is the primary contact for the account. For 30 years, Hampton Shive has worked in technology in higher education. In his last role as AVP of Business Services and CIO at Hinds Community College, he led a successful assessment, evaluation, selection and implementation that served as a modernization effort for the institution and as the foundation for developing and executing a next-generation business architecture.

*Principal Analyst David Kieffer* has over 30 years of experience leading technology operations in higher education. Prior to Tambellini, he served as AVP at The Ohio State University, overseeing every facet of the university's enterprise applications. Dave will bring his extensive ERP modernization experience, including experience replacing Oracle PeopleSoft, to lead the Tambellini analyst team and the alignment of Tambellini's Future Campus Framework for assessment interviews, surveys, analysis, and recommendations.



**Senior Analyst Matthew Winn, PhD** has 20 years of experience in the education technology space. Passionate about using technology to serve and improve education, he has led modernization and implementation projects with student information systems, learning management systems, CRM, and other different student and academic systems. Before joining Tambellini Group, Matt served as a university VP of Information Technology and dean of Online Education at Dallas Baptist University. Dr. Winn focuses his research initiatives on academic administration, LMS, and other teaching and learning technologies. He brings expertise to the team in connecting complex technology concepts and advising members on strategic planning and selection strategies.

**Senior Advisor Sue Spies** has over 30 years of higher education experience and has led and supported assessment, evaluation, and selection in numerous public four-year institutions. Sue's areas of expertise include data strategy, finance, financial aid, human capital management and student. With her financial background, Sue is instrumental in our teams providing financial analysis and comparison across vendor solutions and services for institutional clarity in the decision-making process.

**Data Analyst Abhidith Shetty**, with an MS in Business Analytics from the Gabelli School of Business, Fordham University, is a seasoned data analyst supporting Tambellini clients with data-informed analysis and decision-making. He provides vital support and guidance to Tambellini Analysts utilizing analytical tools to generate in-depth analysis and monitor key performance indicators and business drivers.

**Project Coordinator Kelser McMiller** will assist the Project Lead in managing this effort with JMU and the Tambellini team. The Project Coordinator and JMU's assigned project manager will work jointly to confirm schedules, send invites, and ensure the activities in the project are scheduled within the first week of the effort.

For the negotiation scope of the engagement, Tambellini will conduct the work with three assigned team members, as shown below.

**Lead Negotiator: Vicki Tambellini** will lead negotiations with the selected solutions provider and implementation partner.

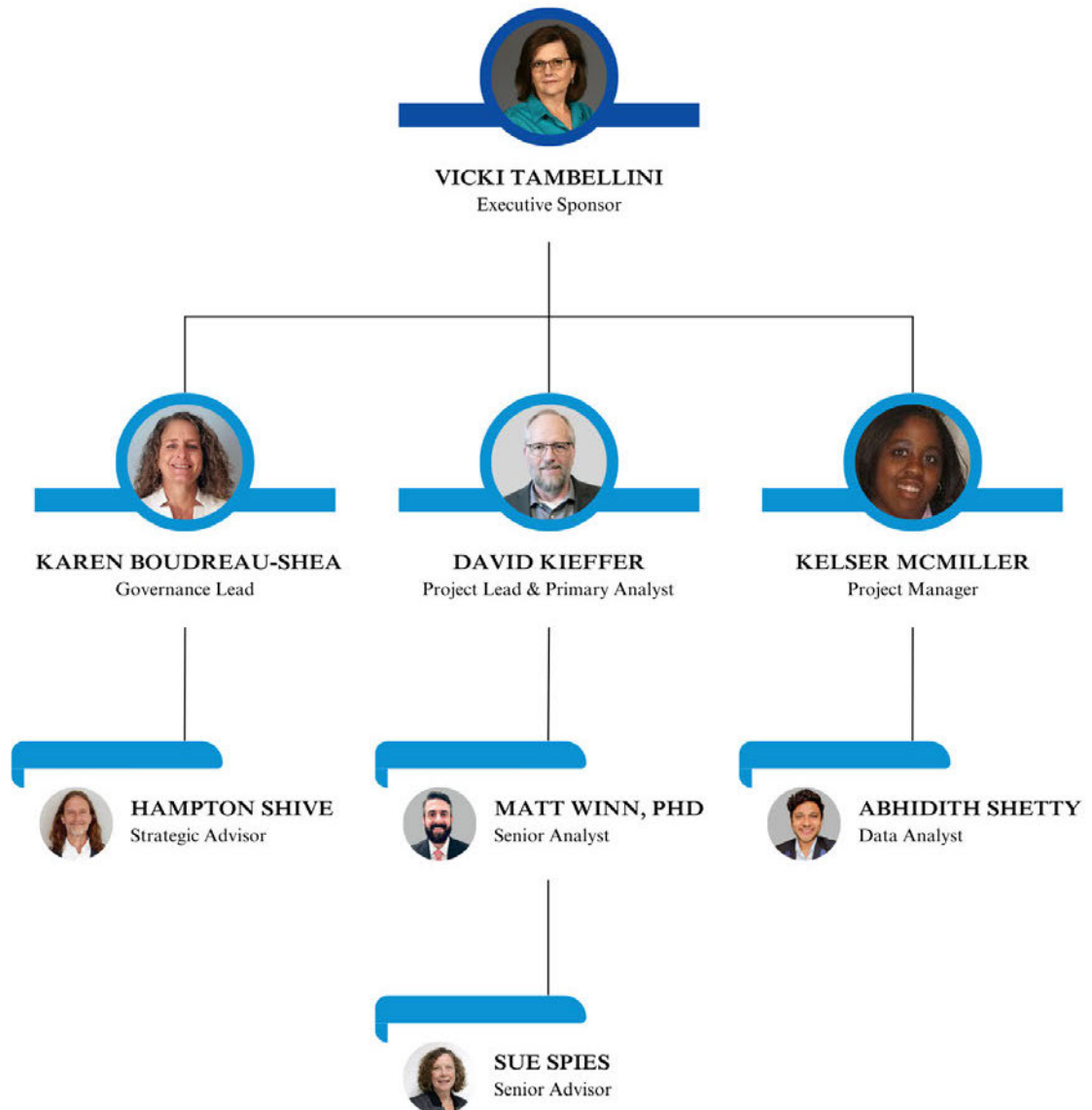
**Supporting Negotiator: Karen Boudreau-Shea** will assist Vicki Tambellini in negotiations.

**Project Coordinator Kelser McMiller** will coordinate negotiation activities, including meetings with JMU stakeholders, and support keeping negotiations on-schedule.

For the change management and training support scope of the engagement, Tambellini will add the expertise of:

**Senior Analyst Jessica Thomas** who has over twenty years of experience in higher education and prior to Tambellini was a Senior Manager at Accenture leading the change management program for the University of Tennessee System ERP implementation.

## FUNCTIONAL STAFFING PYRAMID



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

The Tambellini team assigned will be the team that works with JMU throughout the engagement. Continuity of the team is a core component of Tambellini's methodology and approach. Tambellini may add Subject Matter Experts as appropriate to complement the experience of the core team if necessary. The primary team depicted above will remain engaged even if additional team members are added.

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



Tambellini's staffing methodology is derived from lessons learned and best practices over many engagements. All members of Tambellini's staffing plan have critical roles in the successful delivery of an assessment, evaluation and selection, and negotiation. The process is highly collaborative between the JMU and Tambellini teams. Understanding of institutional values and culture

#### Assessment and Evaluation and Selection

Assessment and Evaluation and Selection			
Role	Characteristics	Assigned Staff	Schedule
Executive Sponsor	Delivers overall project oversight to ensure success	Vicki Tambellini	Weekly activity
Governance Lead	Manages attainment of expected outcomes and timeline	Karen Boudreau-Shea	Weekly activity
Primary Contact & Relationship Manager	Manages ongoing strategic partnership	Hampton Shive	Weekly activity
Project Manager	Manages project logistics	Kelser McMiller	Daily activity
Lead Analyst	Provides primary subject matter expertise	David Keiffer	Daily activity
Supporting Analyst	Provides supporting subject matter expertise	Matt Winn	Daily activity
Supporting Analyst	Provides subject matter expertise	Sue Spies	Daily activity
Data Analyst	Provides data and research expertise	Abhidith Shetty	Daily activity

Negotiations			
Role	Characteristics	Assigned Staff	Schedule
Negotiator	Strategy and direct engagement for maximum success	Vicki Tambellini	Daily activity
Negotiator	Leads engagement with vendors	Karen Boudreau-Shea	Daily activity
Project Manager	Manages project logistics	Kelser McMiller	Daily activity

- i. If relevant, describe the functions that may be provided by a subcontractor of your firm. Specify the expertise and credentials required from the subcontractor.

Tambellini will deliver the full scope of work for JMU exclusively with Tambellini employees.

4. Provide cost estimates and resourcing details for this engagement **in *Section X. Pricing Schedule***.

[Section X Pricing Schedule completed.](#)

5. Describe all hourly remote and on-premises (inclusive of travel) hourly rates by position type **in *Section X. Pricing Schedule***.

[Section X Pricing Schedule completed.](#)

## **I. 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.**

- i. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (*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.

- ii. 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.

iii. 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.

- iv. 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:

- i. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- ii. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- iii. 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.
- iv. Offeror Data Sheet, included as *Attachment A* to this RFP.
- v. 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.
- vi. 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](http://www.VASCUPP.org).
- vii. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## **II. EVALUATION AND AWARD CRITERIA**

#### A. EVALUATION CRITERIA

	Points
Quality of products/services offered and suitability for intended purposes	20
Qualifications and experience of Offeror in providing the goods/services	25
Specific plans or methodology to be used to perform the services	25
Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
Cost	20
	100

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.

### III. 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:

(3) 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.
- i. 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:
  - i. 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>*).

ii. To Subcontractors:

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

- a. 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
- b. To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

2. 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.

iii. 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.

iv. 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](http://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](http://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](http://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.

#### IV. 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](http://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:

- i. 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.**
- ii. 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.

- iii. 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) 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.
- (q) 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.
- (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.

## V. 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>

## VI. PRICING SCHEDULE

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

1. Provide pricing for closest title hourly rates for the following positions:

Position	If relevant, equivalent title at your organization	On site hourly rate (inclusive of travel)	Off site hourly rate
Project Manager			
Lead Consultant			
Junior Consultant			

Tambellini's services are rooted in the delivery of intellectual property, and Tambellini scopes advisory efforts as a fixed fee cost. We do not bill at an hourly rate. We determine our fees based on level of effort combined with our data, market insights, and the timeline established with the client.

The fixed fee costs included in the proposal include Tambellini delivering work remotely.

If JMU desires onsite engagement with Tambellini, there is a minimum flat fee additional charge of \$2,500 per day onsite, per Tambellini employee, inclusive of travel.

2. Provide all 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.] (ref: *IV Statement of Needs #5*).

Position	On site hourly rate (inclusive of travel)	Off site hourly rate

See Tambellini response to #1 above.

3. Provide cost estimates and resourcing details for this engagement (ref: *IV Statement of Needs #4*).

Tambellini's fixed fee for the three-phase effort is as follows. Tambellini's pricing assumes award of all three phases of the engagement.

Description	Duration	Fixed Fee
Phase 1: <b>Assessment and Market Alignment</b>	Sixteen (16) weeks	\$247,500
Phase 2: <b>Evaluation and Selection</b>	Twenty (20) weeks	\$329,800
Phase 3: <b>Negotiation and Procurement</b>	Eight (8) weeks	
<b>Solution Provider Negotiation</b>		
Option 1: Fixed Fee		\$400,000
Option 2: Percentage of Savings		20% of savings
<b>Implementation Partner Negotiation</b>		\$150,000

4. Provide pricing for all other services to include but not limited to, educational services, change management, and training offerings as addressed.

Tambellini's fee for change management and training support is as follows. Educational services are already addressed in JMU's current research subscription with Tambellini. The current partnership between JMU and Tambellini will allow JMU to continue to engage beyond the Advisory Services outlined in this proposal for ongoing support, including:

- Continued monthly engagement with JMU's Strategic Advisor, Hampton Shive.
- Unlimited analyst inquiries as JMU implements the selected solution
- Premium Service Credits included in the subscription can be used to engage in extended efforts to support the implementation planning and activities, including ongoing participation with institutional committees or oversight.

Description	Duration	Fee
Change Management & Training Support Throughout Duration of Assessment and Evaluation and Selection Scope	Thirty-Six (36) Weeks	\$78,150

5. The university prefers invoices under 10k be paid via small purchase credit card. 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>.

Tambellini's preferred method of payment is ACH.

Tambellini charges an additional processing fee for credit card payments of 3%.

## VII. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

# ATTACHMENT A

## OFFEROR DATA SHEET

### TO BE COMPLETED BY OFFEROR

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

Years 23 Months 4

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 #
Colorado State University System	5 years	102 Administration Building, Fort Collins, CO 80523-0100	Brandon Bernier, 970-491-7448
University of California San Francisco	<1 year	500 Parnassus Ave, San Francisco, CA 94143-0244	Garima Srivastava, 415-476-9000
University System of Maryland	6 years	701 E. Pratt St., Baltimore, MD 21201	Michael Eismeier, 301-445-2783
Hillsborough Community College	3 years	39 Columbia Drive, Tampa, FL 33606-3584	Daya Pendharkar, 813-253-7091
University of Northern Iowa	2 years	1227 W 27 <sup>th</sup> St., Cedar Falls, Iowa, 50614-0005	Michael Hager, 319-273-2382

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

The Tambellini Group, P.O. Box 685, Irvington, VA 22480-0685

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

[ ] YES [X] NO

IF YES, EXPLAIN: \_\_\_\_\_

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## ATTACHMENT B

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

**Offeror Name: The Tambellini Group Preparer Name: Karen Boudreau-Shea**

**Date: May 16, 2024**\_\_\_\_\_

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

If yes, certification number:   697509   Certification date:   11/2/2020  

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

If yes, certification number:   697509   Certification date:   11/2/2020  

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***



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

Procurement Name and Number: \_\_\_\_\_

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: \_\_\_\_\_



# Request for Proposal

## **RFP# FDC-1211**

**Enterprise Resource Planning (ERP)  
Advisory Services**

**April 30, 2024**



## **\*\*PROCEDURE FOR SUBMITTING QUESTIONS\*\***

Name	Organization	E-mail Address
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# ***REQUEST FOR PROPOSAL***

## ***RFP# FDC-1211***

**Issue Date:** April 30, 2024

**Title:** Enterprise Resource Planning (ERP) Advisory 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 May 21, 2024 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](mailto:chestefd@jmu.edu); 540-568-4272; (Fax) 540-568-7935 by May 13, 2024 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-1211*

## ***TABLE OF CONTENTS***

I.	PURPOSE .....	Page	1
II.	BACKGROUND .....	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION .....	Page	2
IV.	STATEMENT OF NEEDS .....	Page	2-3
V.	PROPOSAL PREPARATION AND SUBMISSION .....	Page	4-6
VI.	EVALUATION AND AWARD CRITERIA .....	Page	6-7
VII.	GENERAL TERMS AND CONDITIONS .....	Page	7-14
VIII.	SPECIAL TERMS AND CONDITIONS .....	Page	14-18
IX.	METHOD OF PAYMENT .....	Page	18-19
X.	PRICING SCHEDULE .....	Page	19
XI.	ATTACHMENTS .....	Page	19
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		

## **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 Enterprise Resource Planning (ERP) Advisory 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](http://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.

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
- Microsoft 365 (A5 license)
- Microsoft Active Directory
- Salesforce (Enterprise CRM)
- 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 (JMU) seeks an experienced and qualified advisory firm to aid in the assessment, evaluation, negotiation, and procurement of an integrated Enterprise Resource Planning (ERP) solution for Higher Education. Primary desired outcomes include advisory services for the evaluation, selection and negotiations to procure an ERP platform including Human Resources, Finance, and Student Information System. Additional desired outcomes include education for JMU stakeholders regarding the ERP market in higher education, information about what to expect when implementing a modern SaaS ERP solution, identifying key decisions that will need to be made during implementation, scope refinement, as well as evaluation and selection of an implementation partner. Organizations with a proven track record of providing quality assessments and selection of ERP solutions for the higher education sector are encouraged to submit their proposals. All advisory services from a successful contractor will be provided to JMU Information Technology and JMU Procurement Services to be utilized at the sole discretion of the university. The University reserves the right to accept or reject any proposed or assigned consultant, without cause, at any time for the duration of the contract.

1. The contractor shall assist the University with a recommended course of action in securing a new higher education Enterprise Resource Planning (ERP) provider.
  - a. Describe experience with ERP research, assessment, and evaluation assistance with universities of similar size and scope.
  - b. Describe actual return on investments for colleges/universities that have retained services from your organization for an ERP implementation project.
  - c. Describe outcomes and deliverable to be anticipated in a potential scope of work.
  - d. Describe the ability to provide for a thorough transfer of knowledge to university personnel.
  - e. Describe any change management or education services that you may offer as part of this engagement, include pricing in ***Section X. Pricing Schedule***.
2. The advisory firm shall consult and advise, as required, on ERP platform and implementation partner proposals to the University.
  - a. Describe experience providing assessment, evaluation, advisory, and negotiation services regarding selection of Finance, Human Resources and Student systems to Higher Education institutions. Provide examples.
  - b. Describe methodology and experience related to supporting organizations in their procurement processes and negotiations.



- c. Provide information on the steps you perform for an assessment and evaluation. Describe deliverables and outcomes.
  - d. Describe evaluation procedures to assist the university in examining potential areas of growth and efficiency as related to student and staff record management.
  - e. Describe as relevant project approach including deliverables (audit/assessment, recommendations, assistance with ERP vendor selection, assistance in negotiations, assistance in review of terms and business issues).
  - f. Describe approach and methodology that will be used to provide consulting services. Include how your firm would manage the scope of projects.
  - g. Share proposed timeline for assessment and evaluation of ERP solutions.
3. Qualifications:
- a. Specify if your organization resells or provides implementation services for any specific Higher Ed ERP platforms or whether your organization is agnostic in this regard.
  - b. If you resell or provide implementation services, list which companies and platforms you resell or provide implementation services for.
  - c. Provide Higher Education references, ideally similar in profile to James Madison University in ***Attachment A***.
  - d. Describe your corporate competencies/experience with the existing university technologies listed in Section II Background.
  - e. Describe your experience with prospective ERP platform providers and implementation partners in higher education.
  - f. 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.
  - g. Describe the ability to provide continuity of consultants throughout the duration of a project.
  - h. Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.
  - i. If relevant, describe the functions that may be provided by a subcontractor of your firm. Specify the expertise and credentials required from the subcontractor.
4. Provide cost estimates and resourcing details for this engagement **in Section X. Pricing Schedule**.
5. Describe all hourly remote and on-premises (inclusive of travel) hourly rates by position type **in Section X. Pricing Schedule**.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (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](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA**

	<u>Points</u>
Quality of products/services offered and suitability for intended purposes	20
Qualifications and experience of Offeror in providing the goods/services	25
Specific plans or methodology to be used to perform the services	25
Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
Cost	<u>20</u>
	100

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

1. Provide pricing for closest title hourly rates for the following positions:

Position	If relevant, equivalent title at your organization	On site hourly rate (inclusive of travel)	Off site hourly rate
Project Manager			
Lead Consultant			
Junior Consultant			

2. Provide all 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.] (ref: *IV Statement of Needs #5*).

Position	On site hourly rate (inclusive of travel)	Off site hourly rate

3. Provide cost estimates and resourcing details for this engagement (ref: *IV Statement of Needs #4*).
4. Provide pricing for all other services to include but not limited to, educational services, change management, and training offerings as addressed.
5. The university prefers invoices under 10k be paid via small purchase credit card. 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 A

### OFFEROR DATA SHEET

#### TO BE COMPLETED BY OFFEROR

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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


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

[ ] YES [ ] NO

IF YES, EXPLAIN: \_\_\_\_\_


## ATTACHMENT B

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

**Offeror Name:** \_\_\_\_\_ **Preparer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer: \_\_\_\_\_

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Person/No.

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

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

***RETURN OF THIS PAGE IS REQUIRED***

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT**

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

May 14, 2024

**ADDENDUM NO.: One**

**TO ALL OFFERORS**

**REFERENCE:** Request for Proposal No: RFP# FDC-1211  
Dated: April 30, 2024  
Commodity: Online Training Services Provider  
RFP Closing On: May 21, 2024 @ 2:00 p.m.

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

The following questions are answered below:

1. Does my company need to be registered to do business in Virginia?

**Answer: Yes, businesses formed in another state or jurisdiction must register with the SCC to transact business in Virginia. More info: <https://scc.virginia.gov/pages/new-business-resources> Furthermore, your company should be registered with eVA as well. More info: <https://eva.virginia.gov/get-help-customer-care.html>**

2. Are SWaM participation requirements in the RFP a must-have, meaning we need a certain percentage of SWaM participation, or is it just an option to gain extra points? And if we don't propose any SWaM-certified subcontractors, would it disqualify our proposal?

**Answer: It is a way of earning more points during the evaluation process. If your company is not a registered SWaM supplier, nor proposing any SWaM-certified sub-contracting you can still submit a proposal. Indicate response in Attachment B *SWaM Utilization Plan*.**

3. Given that the scope of this procurement includes the evaluation and selection of the ERP implementation partner, can JMU confirm that the vendor (including its subcontractors /affiliates/ subsidiaries) who wins this contract will not be allowed to participate in the procurement to be the ERP implementation partner?

**Answer: Correct. The consultant cannot also be allowed to participate as the ERP implementation partner. That would be a conflict of interest. Please review IV *Statement of Needs* for specifics to this this search for an advisory consultant.**

4. Do you have an anticipated release date for the procurement of the ERP system itself?

**Answer: JMU will engage offerors of known higher education focused ERP systems as soon as next Fall. Schedule TBD.**

5. Do you have a target completion date?

**Answer: JMU does not have a target completion estimate for this RFP. See response to #7 below for ERP implementation answer.**

6. What was the impetus for JMU to initiate the assessment and selection of a new ERP system?

**Answer: JMU is executing a multi-year, multi-project digital transformation initiative to modernize key technology platforms, enhance constituent experiences, drive efficiencies, among other objectives. Replacement of JMU's ERP solution is a part of this initiative.**

7. Does JMU have a target implementation timeline for the SaaS ERP once selected?

**Answer: JMU anticipates implementing a HR/HCM and Finance platforms during fiscal years '26 and '27 with a student solution implemented afterwards.**

8. What office or division is sponsoring this project?

**Answer: JMU Information Technology. All communication shall be through Procurement for RFP FDC-1211.**

9. Has JMU named an executive sponsor for this project?

**Answer: No information to share. All communication shall be through Procurement for RFP FDC-1211.**

10. Question: Is the steering committee that has been assembled for Reengineering Madison the same steering committee that will oversee the ERP Advisory Services project?

**Answer: Reengineering Madison is larger than just the ERP portion of the project and includes representation from all impacted offices on campus.**

11. Has JMU identified internal resources who will support this project? If so, what are their roles and level of effort?

**Answer: TBD, JMU leaders will identify key team members to participate in necessary steps for assessment and evaluation.**

12. Please clarify the meaning of the word “characteristics” of the following question: “Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.”

**Answer: By characteristics, we are interested in understanding area/s of expertise for individual consultant/s, as well as role and responsibilities of the individual/s for this engagement.**

13. Please confirm that performing the scope of work outlined in this RFP for ERP Advisory Services will not preclude the contracted vendor from supporting related projects or implementations in the future?

**Answer: Contracted vendor to this RFP will be precluded from being considered as an ERP provider or ERP implementation service provider – that would be a conflict of interest. This RFP is for an advisory consultant to JMU.**

14. Will JMU accept electronic submissions in lieu of a hard copy submission?

**Answer: No. JMU is not set up to receive electronic proposal submissions at this time.**

15. Will JMU accept electronic signatures for required signatures for submission?

**Answer: Yes.**

16. In Section V, p. 9 of the RFP, Item c. includes a specification that “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.”

Can JMU clarify how/whether respondents should address this requirement? While many items in the RFP do contain an identifier (e.g., Section V, item C) many paragraphs and items are not numbered.

**Answer: The RFP Word document is meant to be used as an inline template for offeror responses. If offerors have questions in other sections, note the question/objection/clarification request clearly with the use of a separate visual effect (i.e. font color or highlight). See Section V for Proposal Preparation and Submission instructions.**

17. Can JMU please clarify instructions on how proposals are to be organized? There are multiple areas which provide instructions that appear to be contradictory.

**Answer: See question #16 above.**

18. Section IV, p. 7, item 2.3 states “Describe as relevant project approach including deliverables (audit/assessment, recommendations, assistance with ERP vendor selection, assistance in negotiations, assistance in review of terms and business issues).

Can JMU clarify what it means by audit/assessment in this context? We assume this refers to auditing the project to meet major milestones and goals / ensure project performance, is this correct, or does JMU want other services such as independent verification & validation included in this proposal?

**Answer: JMU is interested in understanding the offerors approach for assessment. In this context “audit/assessment” refers to how the offeror will go about understanding and evaluating the current state along with how this understanding may relate to/impact major goals, milestones and outcomes of the implementation itself. JMU does not desire other services such as independent verification & validation included with this proposal.**

19. Section IV, p. 7, item 5: does JMU have a preference for how much of the project work is conducted onsite vs. remote? Is JMU open to entirely remote proposals?

**Answer: JMU will accept remote and onsite pricing and proposals, and retains the right to award to best suited offeror.**

20. Can JMU clarify the intended guidance of the statement on p. 5 “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”?

Is JMU primarily considering VASCUPP cooperative contracts, or is it comfortable using other cooperative procurement mechanisms it has access to, such as the Edge collaborative?

**Answer: If your firm already has a cooperative contract awarded by a higher education institution in the Commonwealth (e.g. VASCUPP, VHEPC) JMU can access your firm’s services without the need for your firm to respond to this RFP. To ensure JMU is aware of your interest in this project, we would advise that offerors submit a response and note that they already have a cooperative available in Section X: *Pricing Schedule*. JMU would need to evaluate other entity cooperative vehicles to make sure it met JMU’s and the Commonwealth’s guidelines for cooperative contracts.**

21. On p. 6, Section IV, item 1.b. JMU says “Describe actual return on investments for colleges/universities that have retained services from your organization for an ERP implementation project” – does JMU mean an ERP selection project, or is JMU focused on implementation support, which is out of scope for this RFP response as we understand it?

**Answer: Yes, we mean ROI for ERP advisory input in the pursuit of a selection/deployment. How will the offeror enhance the university’s selection and deployment (for example, knowledge of industry pricing, best practices, ERP scope needs, and platform differentiators).**



22. On p. 6, Section IV, item 1.e. JMU says “Describe any change management or education services that you may offer as part of this engagement, include pricing in Section X. Pricing Schedule.”

Can JMU clarify whether the institution wants service descriptions and methodology for change management and education in the pricing section, or whether it is appropriate for respondents to include these services with other steps and restrict Section X. to sharing pricing information for these additional offerings?

**Answer: Descriptions of these services may be included with other sections and restrict Section X to pricing. With this RFP, JMU is interested in understanding change management and/or education services that may be offered as part of or in parallel with assessment, evaluation, and negotiation activities.**

23. On p. 7, Section IV, item 2.d. JMU says “Describe evaluation procedures to assist the university in examining potential areas of growth and efficiency as related to student and staff record management.” Can JMU clarify what it means by “areas of growth” – does this mean opportunities for doing more / better leveraging data, or something else?

**Answer: “Areas of growth” examples may include better leveraging of data for decision making, automation of business processes, or new business processes or insights that have not been available with current technology.**

24. Attachment A on p. 24 says “Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing”. Can JMU clarify whether past, similar higher education engagements are acceptable to include as references here?

**Answer: Past similar higher education engagements are acceptable to reference.**

25. On p. 24, Section IV, item 3.h., JMU says “Describe how your firm would propose a functional staffing plan indicating the number, characteristics, and schedule for the consultants.” Can JMU clarify this request? Is the university asking us to describe our planned staffing for this engagement, or describe how we would help JMU create a staffing plan for the ERP implementation?

**Answer: JMU is asking how you propose to staff this engagement.**

26. Does JMU have an organization change/communication team / resource(s) to support the initial awareness and stakeholder engagement process for this initiative?

**Answer: Yes, JMU has leaders and resources that will support initial awareness and engage the appropriate stakeholders for this initiative.**

27. Are there any other software/application/tools that need to be included in future state (i.e., for integrations) that are currently being used but will not be replaced (i.e., Salesforce, Boomi)?

**Answer: See Section II *Background*. There is software on campus that integrates with the current ERP and may or may not be made redundant by a future ERP. A successful contractor will aid in such decisions.**

28. Please confirm if JMU is looking to select a single vendor for all 3 areas (financial, HR, student) or are you considering multiple vendor solutions?

**Answer: Ideally JMU seeks a single solution ERP for HR, financial, and student.**

29. How many JMU resources will be part of the evaluation project (and if you can provide overall number of people by organization too)?

**Answer: Not answerable at this time.**

30. Can you provide which scope capability areas are to be included in the project scope. For example, within Human Resources are you interested in: Core HR, Benefits, Payroll, Learning, Performance Management, Onboarding, Talent acquisition/Recruiting, etc. Also, is Budgeting and Planning / FP&A an area that JMU would like to be part of the evaluation scope?

**Answer: This RFP is for an ERP advisory consultant, not an ERP or implementation services provider. Successful offeror may be asked to provide advisory services on all, not limited to, of the referenced areas.**

31. How many (and which) business processes are being considered for each area (Finance, HR, Student Systems)? What modules/capabilities are being used today (in your current system)?

**Answer: This will be negotiated with top offerors.**

32. Are there any pain points within the current business process that can be perceived as particularly challenging?

**Answer: None to provide at this time. See answer to #6.**

33. Is JMU open to the same advisory services partner to be part of the software implementation program? If so, please share any restrictions (i.e., software implementation vs PMO, process and change management)

**Answer: See answer to #3 above.**

34. Does JMU want the partner to help create or review a business case to support the procurement and implementation of a new Enterprise Solution for Finance, HR and Student?

**Answer: JMU leadership does plan to select and implement a new ERP solution, so a business case is not the primary objective.**

35. Are bidders for the ERP Advisory Services proposal restricted from bidding on the implementation of the selected software?

**Answer: Yes. This advisory RFP is not for the purchase of an ERP or related installation.**

36. Are offshore resources permitted to be used for any parts of the project?

**Answer: You can include them in your pricing Section X. Pricing Schedule.**

37. It appears that University is open to both On-Site and Off-Site project delivery methods. Does the University have a preference as to the percentage of the project time expected to be spent on-site vs off-site?

**Answer: See answer #19 above.**

38. Describe plans the University may have for establishing a project management office, steering committee or other structure for project governance.

**Answer: JMU has an established Steering Committee and will have project management resources assigned for this effort.**

39. With RFP # FDC-1211, does the University seek to establish a contract vehicle or master services agreement for ERP Advisory Services, or does the University seek to contract with one specific vendor to provide the ERP Advisory Services outlined in Section IV Statement of Needs?

**Answer: See question #3 above.**

40. If the University seeks to establish a contract vehicle or master services agreement, how will vendors on other VASCUPP cooperative contracts be notified of opportunities to bid?

**Answer: See question #20 above.**

41. Our firm is on multiple existing VASCUPP cooperative contracts; would our firm be eligible to submit a proposal in response to RFP # FDC-1211?

**Answer: See question #20 above.**

42. Will the University be assembling a committee to conduct evaluations of proposals? If so, what roles or departments will be represented on the committee? We understand that the members of the evaluation committee will not be public knowledge; however, we would ask the University to disclose the titles/roles of those who will serve on the evaluation committee (e.g., IT Specialist, Systems Administrator) so bidders may have a clearer understanding of this project evaluation team.

**Answer: The evaluation committee is comprised of appropriate stakeholders from the Reengineering Madison project and they are familiar with the services being requested in this RFP.**

43. Does the University have a preference for a remote, on-site, or hybrid work arrangement for the services outlined in Section IV Statement of Needs? If yes, please provide details. If a hybrid approach is preferred, approximately what percentage of the work does the University expect to be conducted on-site?

**Answer: See question #19 above.**

44. Does the University have a minimum participation requirement or expectation for SBSD utilization? If yes, please provide details. For example, if the University requires or expects a certain percentage of the contract be designated for SBSD utilization, please provide details.

**Answer: No. However, JMU strives to work with SBSB-registered SWaM vendors whenever possible. Additionally, offerors are encouraged to utilize SWaM sub-contracts when practicable. See also question #2 above.**

45. Can you please provide additional details regarding the Reengineering Madison project schedule (e.g., implementation of new CRM and other software) and the level of stakeholder awareness?

**Answer: Information about the Reengineering Madison project can be found here - <https://www.jmu.edu/computing/projects/reengineering-madison/index.shtml>**

46. Please confirm that major carriers (e.g., FedEx, UPS) can deliver to the address provided:  
Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Answer: Yes, major carriers routinely deliver proposals to the above address. Please ensure that the RFP number is clearly indicated on the outermost shipping packaging.**

47. Will the selected vendor for this project be precluded from bidding on the system implementation (SI) work?

**Answer: Yes. See questions #3 above.**

48. The schedule on the Reengineering Madison site provides that the final go-live for Identity Management is FY25, HCM/Finance is FY27, and Student Admin is FY29, is JMU's current prioritization and timeline still consistent with this schedule (noting that the schedule was last updated in May 2023)?

**Answer: Yes. The Reengineering Madison website is updated as needed with regards to schedule/timeline.**

49. Does JMU have a template for the cost estimates and resource details required for the price proposal that will be derived from the rates from the pricing schedule in Section X?

**Answer: No. Please provide your firm's hourly rates for the requested consulting positions/equivalent title at your organization.**

50. Although the RFP pricing template requests on-site and off-site rates, the RFP does not explicitly state JMU's work preferences – can this work be primarily performed remotely with resources to be available on-site on an as-needed basis?

**Answer: See question #19 above.**

51. Will JMU accept a fixed-fee, all-inclusive price?

**Answer: JMU is seeking hourly rate pricing because the actual amount of work hours needed is unknown. You are welcome to submit a "fixed-fee, all-inclusive" price for JMU to consider.**

52. Should the cost estimates and pricing be submitted separately from the technical proposal?

**Answer: No. Please submit cost estimates within your proposal.**

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