

Contract #: UCPJMU6926

Contractor: MGT Impact Solutions, LLC (which includes MGT Impact Solutions, LLC dba The Tambellini Group and Cicero, a division of MGT Impact Solutions, LLC) (“MGT”)

Renewal Period: 7/23/2026 – 7/22/2027

Commodity: ERP Advisory Services

1. Contractor’s pricing schedule for the Purchasing Agency is as follows:
 - a. Deployment Support Add-on Subscription

Deployment Support Subscription Plan	Year 1: 7/30/2025 – 7/29/2026	Year 2: 7/30/2026 – 7/29/2027	Year 3: 7/30/2027 – 7/29/2028	Year 4: 7/30/2028 – 7/29/2029	Year 5: 7/30/2029 – 7/29/2030
Peertelligent® Deployment Support, Level 3 All-Access FTE 20,000-34,999	\$62,400	\$65,520	\$68,796	\$72,236	\$75,848
Multi-year commitment discount	\$0	(\$3,120)	(\$6,396)	(\$9,836)	(\$13,448)
Annual Costs	\$62,400	\$62,400	\$62,400	\$62,400	\$62,400
Total Order Fee	\$312,000				

- b. Peertelligent Subscription 12/12/2023 – 12/11/2026 (Paid)

Subscription Plan	Year 1 12/12/2023 - 12/11/2024	Year 2 12/12/2024 – 12/11/2025	Year 3 12/12/2025 – 12/11/2026	Total
Peertelligent® Subscription Price Band based on enrollment = 20,000 – 24,999 FTE	\$27,300	\$28,200	\$29,100	\$84,600
Additional Premium Service Credits (3)	\$25,650	\$26,425	\$27,225	\$79,300
Yearly Total	\$52,950	\$54,625	\$56,325	\$163,900
Total Contract				\$163,900 USD

c. Prepaid Peertelligent Subscription 12/12/2026 – 7/29/2030

Subscription Plan	Year 1 12/12/2026 - 12/11/2027	Year 2 12/12/2027 – 12/11/2028	Year 3+ 12/12/2028 – 07/29/2030
Peertelligent® Subscription	\$58,015	\$58,914	\$79,230
Total Contract	\$196,159 USD		
Prepaid discount (10%)	(\$19,616)		
Invoiced at signing	\$176,453 USD		

2. 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 MGT’s negotiation experience. Extending negotiations is not beneficial to the University.
 - a. If contract negotiations extend beyond ten (10) weeks, through no fault of MGT, 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 MGT, MGT will invoice the Institution based on the percentage of work completed toward contract signature. The amount due shall be based on MGT’s good faith estimate of the work completed based on previous similar negotiations.

- c. If the Institution terminates negotiation services of MGT for any reason other than a breach of contract, the Institution will owe MGT 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.
3. The Purchasing Agency may notify MGT if it is dissatisfied with the services of a MGT Personnel for reasonable and lawful reasons; MGT shall try in good faith to promptly resolve such concerns. If the Purchasing Agency continues to be dissatisfied with such MGT Personnel, MGT will remove that MGT Personnel from the engagement and will assign different MGT 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.
4. The contractor must notify the Purchasing Agency of all personnel to be directly engaged with the Purchasing Agency during this project.
5. The Contractor must notify Purchasing Agency of any directly engaged personnel changes, in advance of it occurring.
6. 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.
7. MGT 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.
8. 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.