



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7259

This Standard Contract entered into this 8th day of December 2025 (the, "Contract"), by CenturyLink Communications, LLC, d/b/a Lumen Technologies Group, hereinafter called the "Contractor" or "Lumen" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency" or "Customer".

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.

PERIOD OF PERFORMANCE: From December 8, 2025, through July 31, 2028, with seven (7) one-year renewal options.

This Contract is composed of the following documents in the order of precedence:

- (1) This Commonwealth of Virginia Standard Contract form cover sheet
(2) Lumen's Master Service Agreement and applicable Lumen Service Attachments attached thereto
(3) The Purchasing Agency's General Terms and Conditions and Special Terms and Conditions attached to the Lumen Master Services Agreement
(4) Lumen's Offer to the Purchasing Agency's Request for Proposal RFP FDC-1227 dated April 7, 2025
(5) The Purchasing Agency's Request for Proposal RFP FDC-1227 dated February 26, 2025, including the Addendum No. One - March 18, 2025

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

CONTRACTOR:

PURCHASING AGENCY:

By: Steve Arneson (Signature)

By: Doug Chester (Signature)

Steve Arneson (Printed Name)

Doug Chester (Printed Name)

Title: Manager - Offer Management

Title: Buyer Senior



**RFP # FDC-1227 Internet Bandwidth Data and Voice Services
Negotiation Summary for
CenturyLink Communications, LLC, d/b/a Lumen Technologies Group**

1. Contractor's Pricing Schedule for one 10Gbps Internet connection is as follows:

Internet Access 10 Gbps			
Internet Access	Install/Delivery One-Time Charge	Monthly Recurring	Notes
10 Gbps	\$0.00	\$1,380.00	701 Carrier & 951 Madison
ISDN PRI 23b + 1D	\$0.00	\$375.00	Includes IPVPN 4mbps access, 100mbps port and managed IAD

*Port and logical will be priced at Rates per Mbps as shown in Pricing Schedule.

2. Except as noted in section 11.3 of the Lumen MSA, Contractor has disclosed all potential fees. Additional charges will not be accepted without mutual written agreement between parties, e.g., contract modification and/or change order.

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGIES GROUP** ("Lumen") and **JAMES MADISON UNIVERSITY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Agreement Term").

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement.

- **INTERNET SERVICES SERVICE SCHEDULE**
- **LUMEN ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, ETHERNET LEASED LINE AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE) SERVICE SCHEDULE**
- **EXHIBIT A – JAMES MADISON UNIVERSITY TERMS and CONDITIONS, WHICH INCLUDES THE GENERAL TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS**

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, a Service Term will begin when Lumen notifies Customer that Service is provisioned ("Service Commencement Date"). Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to change by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by provisioning the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

41 Customer may cancel an Order (or portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) any applicable third-party termination charges for the canceled Service; (2) one month's monthly recurring charges ("MRC") for the canceled Service; (3) the non-recurring charges ("NRC") or waived NRC for the canceled Service; and (4) Lumen's out-of-pocket costs (if any) incurred to provide the canceled Service.

42 Customer may terminate a specified Service after the Service Commencement Date upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining MRCs for months 1-12 of the Service Term; (3) 50% of the remaining MRCs for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any applicable third-party charges and Lumen's out-of-pocket costs (if any) regarding the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance outside business hours.

6. Local Access. Lumen may re-provision any local access circuits from one Off-Net provider to another, to Lumen On-Net service, or from Lumen On-Net service to an Off-Net provider, and such changes will be treated as scheduled maintenance. Also, Customer will cooperate with Lumen, including changing demarcation points and/or equipment and providing necessary Letter(s) of Agency regarding circuit grooming or re-provisioning. If Customer provides the local access services used in connection with Lumen provided Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), and (2) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. "Off-Net" is defined as Lumen procured Service not originated and terminated entirely on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as Service originated and terminated entirely on the network owned and operated by Lumen and its affiliates.

7. Service Levels.

7.1 Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. "Excused Outages" means scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

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72 Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/contact-us.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

8. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to the Service Commencement Date for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

9. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 10.1 (Damages Limitations) and 7 (Service Levels), pursue any remedies it may have at law or in equity.

10. 10.1 Liabilities and Disclaimers.

- A. Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.
- B. Damage Cap.** FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF VIRGINIA, EACH PARTY'S LIABILITY TO THE OTHER UNDER THE AGREEMENT WILL NOT EXCEED TEN TIMES THE AMOUNTS PAYABLE BY CUSTOMER TO LUMEN IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT.
- C. Exceptions to Limitations of Liability.** The limitations of liability in Section 10.1 B above will not apply with respect to losses occasioned by the fraud, willful misconduct, or gross negligence of Lumen.

10.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

11. Billing and Payment.

11.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, billing will commence on the Service Commencement Date. If Customer notifies Lumen within three days after the Service Commencement Date that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Service did not function properly. If Lumen cannot provision Service due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

11.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

11.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are

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assessed, visit www.lumen.com/taxes.

11.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

11.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect provisioning of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased provisioning costs on to Customer. If Lumen does so, Customer may terminate the affected Service without termination liability upon notice to Lumen delivered within 30 days of the cost increase taking effect.

12. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

13. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably change this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

14. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 9.19(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

15. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

16. General Terms.

16.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

16.2 Assignment and Use of Service. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

16.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service provisioning and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

16.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Requests for disconnection of Service (other than for default) must be submitted to Lumen according to Lumen's Disconnect Policy at OMR #: 779917

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<https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via Email at: billing@lumen.com. Customer's failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

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165 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement’s purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. “Confidential Information” means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

166 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party’s prior written consent, except a party may use the other party’s company name and logo to identify the other party as a customer or service provider of a Service, as applicable.

167 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer’s principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen’s provisioning or Customer’s use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under this Agreement will constitute a waiver of such right(s).

168 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

JAMES MADISON UNIVERSITY


Steve Arneson (Dec 5, 2025 09:56:24 CST)



Authorized Signature

Authorized Signature

Steve Arneson

Doug Chester

Name Typed or Printed

Name Typed or Printed

Manager - Offer Management

Buyer Senior

Title

Title

12/05/2025

12/08/2025

Date

Date

Customer’s Address for Notice:
Person designated for notices:

Version: April 10, 2024

**LUMEN MASTER SERVICE AGREEMENT
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INTERNET SERVICES SERVICE SCHEDULE**

1. General. “Lumen” is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port (“Internet Port”) on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement. If a conflict exists among the provisions of the Service Attachments, the order of priority will be this Service Schedule, the Agreement, the Service Guide, and the Order(s). Certain Services are subject to geographic and/or feature availability.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet (“Service”). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 400Gbps ports. Additional features and functionality are identified below and may also be further described in the Service Guide. The “Service Guide” (or “SG”) means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting at: <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. Certain security features further described in the Service Guide.

2.2 Billing Types.

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate (“CDR”)/Committed Information Rate (“CIR”). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate (“PDR”) or Peak Information Rate (“PIR”) may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge (“CMUC”), is based on the Committed Data Rate (“CDR”) (or the Aggregate Committed Data Rate (“ACDR”) or Aggregate Committed Information Rate (“ACIR”). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network (“Network”) are “On-Net Access Services”. Additionally, Lumen may use third parties to reach Customer’s site from the Lumen Network (“Off-Net Access

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Services”). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to a) arrange Internet Services using third party providers or b) procure Internet Services from third party providers on Customer’s behalf (“Third Party Internet Service”). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Latin America, Central America, Countries and Territories of the Caribbean, Mexico, Europe, Middle East and Africa. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non- overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g., downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Border Gateway Protocol (BGP) routing capabilities may not be available for Third Party Internet Service. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party provider(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Intended Use and Third Party Peer Destined Traffic. High Speed IP (any port size) or Dedicated Internet Access (10G or larger) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. If at any time, Lumen’s provision of Service to Customer results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen’s peering relationships or if more than 25% of total traffic is carried across Lumen’s inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network that would negatively affect Lumen’s network operations, then Lumen will provide written notice to the Customer along with a 10 calendar day opportunity to cure such traffic imbalance (“Balance Cure Period”) during which Lumen and Customer will cooperate to cure the traffic imbalance. Lumen will clearly identify to Customer the traffic imbalance volume and location(s) of imbalance. If the Customer fails to remedy the imbalance within the Balance Cure Period, then Lumen, in its sole discretion, will have the right to use technical means to restrict access from the affected Services. Notwithstanding the foregoing, if an emergency condition exists (“emergency condition” is considered to be traffic conditions which threaten a material and adverse impact on Lumen’s network or its peers’ networks), then Lumen may, in its’ sole reasonable discretion, take appropriate action without the Customer’s consent, which may include, but is not limited to, using technical means to restrict access from those Services; provided that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.7 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges (“NRC”) and monthly recurring charges (“MRC”) for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such

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bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that support a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that is designed to protect such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. INDEMNIFICATION. LUMEN SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CUSTOMER, FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND OTHER EXPENSES ARISING OUT, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF LUMEN OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS SERVICE SCHEDULE AND ANY PURCHASE ORDERS ASSOCIATED WITH THIS SERVICE SCHEDULE ISSUED UNDER THE AGREEMENT. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE LUMEN TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CUSTOMER FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CUSTOMER OR ITS EMPLOYEES.

Version: September 30, 2024

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
LUMEN ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE,
ETHERNET PRIVATE LINE SERVICE, ETHERNET LEASED LINE AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)
SERVICE SCHEDULE**

1. General. This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), Ethernet Leased Line (ELL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. Additional features or functionality described in an Order, and not described or referenced in this Service Schedule will be provisioned at then current rates pursuant to Lumen's then-current Service Schedule and/or Service Guide applicable to the features or functionality, both of which are located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

2.1 Ethernet Line Service (E-Line). E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 3.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 Ethernet LAN Service (E-LAN). E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 3.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 Ethernet Access Service (E-Access). E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 3.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 Ethernet Private Line (EPL). Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration. EPL Service is restricted and is available on a limited basis to existing EPL Customers only.

2.5 Ethernet Virtual Private Line (EVPL). Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS. EVPL Service is restricted and is available on a limited basis to existing EVPL Customers only.

2.6 Ethernet Leased Line (ELL). In certain locations where Lumen does not have On-Net Service, Lumen may choose to a) arrange ethernet Services using third party providers; or b) procure ethernet Services from third party provider(s) on Customer's behalf (Ethernet Lease Line). Ethernet Leased Line is a point-to-point circuit that can traverse between any two UNIs, can be configured as a virtual private service, and will be delivered completely Offnet by third party providers. Customer understands and acknowledges that Ethernet Leased Line is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Ethernet Lease Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Ethernet Leased Line Service to enable installation, maintenance, repair, and disconnection of Services.

2.7 Services from Others. Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net

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component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

2.8 Service Levels. Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

"Service Guide" (or "SG") means the product-specific Service guide that includes technical descriptions which Lumen may modify from time to time, effective upon posting at: <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

4. INDEMNIFICATION. LUMEN SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CUSTOMER, FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND OTHER EXPENSES ARISING OUT, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF LUMEN OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS SERVICE SCHEDULE AND ANY PURCHASE ORDERS ASSOCIATED WITH THIS SERVICE SCHEDULE ISSUED UNDER THE AGREEMENT. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE LUMEN TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CUSTOMER FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CUSTOMER OR ITS EMPLOYEES.

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**EXHIBIT A
James Madison University Terms and Conditions**

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.

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- 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:

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 the Purchasing Agency's terms, 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: Except as provided in section 16.2 of the Lumen MSA, 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.

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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 included as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state

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law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

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

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

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

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

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

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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.

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. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of seven (7) 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.
- C. **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.
- D. **OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS:** Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- E. **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

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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.

F. 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 or swamreporting@jmu.edu .**
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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .**

G. 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.

H. 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.

I. 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

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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.

- J. Reserved.
- K. 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.
- L. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- M. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- N. 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.
- O. 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.
- P. CONTINUITY OF SERVICES:
- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

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

Q. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.



James Madison University

Request for Proposal # FDC-1227

Internet Bandwidth Data and Voice Services

Lisa Lugar, Account Director I - SLED

Lumen Technologies Group

100 CenturyLink Drive

Monroe, LA 71203

P: 804-836-7807

E: lisa.lugar@lumen.com

April 9, 2025

Legal Statement

INFORMATIONAL PURPOSES ONLY

Lumen has endeavored to provide responses as requested by the RFP, but Lumen's response is not intended to create a binding contractual commitment between the parties without further discussions between and execution of appropriate contract documents by the parties. Specifically, Lumen's responses and proposal are dependent upon the final solution and information exchanged during discussions between the parties. Therefore, regardless of any condition contained within the RFP, including but not limited to Lumen's signature on its submission, the responses are informational only and are provided for your evaluation.

CONTRACT AND SERVICE TERMS

Based on James Madison University's (JMU) responses to Q/A in its Addendum No. One dated March 18, 2025, Lumen proposes to provide its Services pursuant to the two options as noted below:

(OPTION 1 - BIDDING UNDER UNIVERSITY OF VIRGINIA COOPERATIVE AGREEMENT)

For your consideration and in lieu of the General Terms and Conditions set forth in section VII. of the JMU RFP and Special Terms and Conditions set forth in section VIII. of the JMU RFP, Lumen can provide its Services under the terms and conditions of the cooperative Agreement between the Rector and Visitors of the University of Virginia and CenturyLink Sales Solution as amended, dated September 20, 2012, with the understanding that this Agreement is currently being amended to extend the term and incorporate the necessary Lumen service schedules to ensure Lumen can provide the services in the RFP to JMU.

--OR--

(OPTION 2 - BIDDING UNDER MARIA COOPERATIVE CONTRACT)

For your consideration and in lieu of the General Terms and Conditions set forth in section VII. of the JMU RFP and Special Terms and Conditions set forth in section VIII. of the JMU RFP, Lumen can provide its Services under the terms and conditions of the cooperative Agreement between the Mid-Atlantic Research Infrastructure Alliance, Inc. (MARIA) and CenturyLink Communications, LLC d/b/a as Lumen Technologies Group, as may be amended, dated May 6, 2021, with the understanding that this Agreement is currently being amended to extend the term.

Upon any award to Lumen, the parties agree to negotiate in good faith and determine which of these two options are the most advantageous for both parties. Lumen also reserves its right to provide exceptions to JMU's General Terms and Conditions set forth in section VII. of the JMU RFP and Special Terms and Conditions set forth in section VIII. of the JMU RFP, including but not limited to payment and invoicing terms, indemnification, and limitation of liability provisions, in the event JMU does not wish to procure services using these cooperative agreements and would rather negotiate from a Lumen standard contract.

AFFILIATED COMPANIES

Lumen services are provided through affiliated companies. In some instances, Lumen's response or attached documents may include references to "CenturyLink" or names of other Lumen affiliated entities. All references to CenturyLink or other affiliated entities mean "Lumen" for purposes of the response. The Lumen Contract and/or the applicable Service Exhibits attached thereto will identify and be executed by the Lumen affiliate contracting for and/or providing the services.

CRITICAL 9-1-1 CIRCUITS

To the extent services are provided in the United States, the Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points defined as Critical 911 Circuits in 47 C.F.R. Section 9.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. It is required that customers agree to cooperate with Lumen regarding compliance with these rules and policies and to notify Lumen of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

INSURANCE

Lumen purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. Lumen's standard coverage is in accordance with generally accepted industry standards for the type of services and/or work proposed. Lumen's Memorandum of Insurance is available at www.Lumen.com/moi

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April 9, 2025

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

c/o: Doug Chester, Sr. Buyer
P: 540-568-4272
E: chestefd@jmu.edu

Dear Mr. Chester,

Lumen is pleased to present a response to Request for Proposal #FDC-1227: Internet Bandwidth Data and Voice Services for James Madison University.

CenturyLink operates under the brand name of Lumen Technologies (“Lumen”). Lumen, and its affiliates, are dedicated to helping organizations capitalize on next-generation technologies. To meet this need, Lumen has integrated its extensive global network, edge cloud, security, and collaboration assets to build the Lumen Platform, a unified application delivery solution for businesses, governments, and communities that enables them to adopt today's emerging technologies. Lumen has the ability to deliver the technological solutions described in this response regardless of the Lumen affiliate(s) responding to this proposal.

Lumen Internet Services provide fast (up to 100 Gbps), reliable global internet access over our high-performance, diverse network. Lumen Internet service is available in 35 countries with over 150 PoPs globally and approximately 450+ Tbps of total global backbone capacity. Our network features over 170 Tbps of global peering capacity with approximately 6,300+ unique Autonomous System (AS). We offer extensive on-net and off-net access solutions across North America, Europe, Latin America and the Asia Pacific region.

As a high availability, globally connected internet service provider (ISP), Lumen Dedicated Internet access (DIA) and High-Speed IP Transit (HSIP) internet services can help you reach destinations quickly with fewer hops, for a high-performance experience with uniform upload and download speeds. Currently, 60% of our network traffic remains within our network. Let us provide high-quality access to your online assets, cloud technology, and converged networking solutions to support your customers, employees, and partners.

Connections are Everything

At Lumen, we know you need more than an internet connection that's fast. Network comprehensive solutions that are scalable, reliable, and secure. After all, the internet is the foundation for enabling applications, business functions and more for your customers, employees, and partners.

Rely on Lumen for Performance and Peace of Mind

Specifically geared for enterprise applications and market growth, our network span – coupled with the speed and resiliency of Lumen Internet Services – can help reliably and securely provide the enhanced internet capabilities your business demands.

Benefit from the Greater Operational Efficiencies of a Global, Single-Provider Solution

Lumen Internet Services provide fast, reliable global internet access over our high-performance, diverse network. Lumen can provide Internet services in over 60 countries.

Features and Specifications

Flexibility

- Flexible billing solutions– Flat Rate, Commit Plus Burst and Billing Arrangement (aggregate)
- IP-enabled facilities are only a cross connect away from our IP backbone
- Available Building Extension to extend service from network demarcation point to the desired location within your building (i.e., floor, suite, etc.)
- Our standard network security includes temporary IP filtering through null routes and limited ACL filtering upon request

Efficiency

- Online service management that includes a customer portal with access to billing, managing trouble tickets and real-time SLA reports
- Lumen® Network Visibility provides JMU with site-specific and circuit-specific performance visibility including latency, jitter, packet delivery, and bandwidth utilization*
- The Lumen API Developer Center offers access to Business Integration APIs: Service Availability, Quoting, Ordering, Order Status, Service Diagnostics, Customer Billing, Ticketing and Scheduled Maintenance

Performance

- Support for IP addressing, IPv4 and IPv4/IPv6 dual-stack, DNS, BGP or static routing
- 24/7 dedicated operational support from experienced IP and security professionals
- A comprehensive suite of high-quality, high-speed internet solutions
- Ethernet connections from 10/100 Mbps to 10 Gbps and 100 Gbps

Google Gold Verified Peering Partner

As a Google Gold Verified Peering Partner, Lumen meets strict requirements for network presence and dual redundancy requirements for optimal resiliency. The Google-Lumen partnership provides simplified connectivity with IP traffic taking the shortest path into the Google network from the nearest edge Point of Presence (PoP). Google Internet Peering, included with Lumen DIA and High Speed IP, has no additional cost.

Among the First Microsoft Azure Peering Service ISP Partners in North America

Lumen High Speed IP and Dedicated Internet Access customers with BGP routing can use Microsoft Azure peering Service today for no additional cost.

Why Choose Lumen for Internet services?

- Lumen has the capability to connect JMU to network services in over 60 countries
- Scalable, enterprise-grade, high-speed dedicated internet access with localized private peering with private interconnects for performance
- #1 peered network enables you to get to your internet destinations in fewer network hops



- Full security suite for comprehensive protection and network performance, with 24/7 security vigilance provided by the Lumen Security Operations Center
- Lumen provides network solutions to five VASCUPP members billing an average of \$937K annually

Lumen Technologies is committed to providing JMU with the highest level of internet services. Our comprehensive approach, combined with our expertise and advanced technology, makes us the ideal partner to meet your bandwidth needs. We look forward to the opportunity to work with JMU and contribute to your continued success.

Sincerely,

Lisa Lugar
Account Director I - SLED
P: 804-298-7206
E: lisa.lugar@lumen.com

Lumen has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for Lumen to make assumptions to formulate a timely response. Therefore, Lumen reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including Lumen's signature on its response, Lumen will not be legally bound until the execution of a mutually agreed-upon definitive agreement.

REQUEST FOR PROPOSAL
RFP# FDC-1227

Issue Date: February 26, 2025
Title: Internet Bandwidth Data and Voice 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 Three Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 26, 2025, for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)

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

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm:

CenturyLink Communications, LLC, d/b/a/ Lumen
Technologies Group (Lumen)
100 CenturLink Drive, Monroe, LA 71203

By:



(Signature)

Name: Steve Arneson

(Please Print)

Date: 4/7/2025

Title: Manager of Offer Management

Web Address: www.lumen.com

Phone: 608-615-4231

Email: Lisa.Lugar@lumen.com

Fax #: N/A

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 S.A. #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.

IV. STATEMENT OF NEEDS

In response to the continued demand for internet bandwidth and ever-increasing attempts of bad actors to deny service, steal or ransom data and otherwise cause havoc, JMU has determined to diversify internet and data services by partnering with multiple internet service providers. Our intent is to procure/award (1) primary 10 Gbps of internet service to two different internet service providers. We may or may not award any, all, or part of our off-campus location data or voice service to multiple providers or to the vendors that are awarded the 10Gbps primary service. Vendors may provide pricing on any, all, or only part of the services being sought.

A. Internet Bandwidth Services

JMU has determined the following should provide the required service that would scale into the foreseeable future. Provide all information requested below.

- 1. Describe how (1) 10 Gbps can be provided and scaled to 100 Gbps.*

LUMEN RESPONSE:

With a signed order form or a purchase order, Lumen can provide JMU with scalable Internet Bandwidth, Data, and Voice Services, starting at 10 Gbps and scaling up to 100 Gbps, through its advanced networking solutions. Here's how:

- **Dedicated Internet Access (DIA):** Lumen offers high-speed, enterprise-grade Internet solutions with bandwidth options ranging from 10 Gbps to 100 Gbps. This ensures reliable and secure connectivity for JMU's academic, administrative, and residential needs.
- **Wavelength Services:** Lumen's Wavelength Solutions deliver low-latency, point-to-point connectivity. These services support Ethernet speeds of 10 and 100 Gbps, making them ideal for scaling as JMU's requirements grow.

Lumen has provided options for 10G and 100G access at both JMU datacenters. If 100G access is selected Lumen can incrementally scale up to the full 100G bandwidth with a signed service order form.

These solutions are designed to meet the evolving needs of educational institutions, providing scalability, reliability, and cost-effectiveness.

A Lumen Difference: Aggregated Burstable / Aggregated Committed Data Rate

Lumen offers three billing options:

- **Flat Rate:** Service with flat rate provides a set amount of bandwidth at a flat rate Monthly Recurring Charge (MRC). No usage element applies. JMU will not be permitted to exceed the contracted bandwidth level.
- **Commit Plus Burst:** For service provided with burstable bandwidth, the MRC is based on Committed Information Rate (CIR), which is also called a Committed Data Rate (CDR). The CIR/CDR is the minimum Internet bandwidth that will be billed JMU each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable usage charges will be billed on a 95th percentile basis. Usage levels are sampled every

five minutes, for the previous five-minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

- **Aggregate Burstable:** Burstable services may be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate (ACIR), which is also called an Aggregate Committed Data Rate (ACDR). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to JMU each month regardless of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the order. Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports.

2. Describe how commodity Internet bandwidth is provided in the amounts described above.

LUMEN RESPONSE:

Lumen provides commodity Internet bandwidth ranging from 10 Gbps to 100 Gbps through its advanced networking infrastructure and services. Here's how it achieves this:

- **Dedicated Internet Access (DIA):** Lumen's DIA offers reliable, high-speed Internet connectivity with single-port speeds up to 100 Gbps. This service is designed for scalability, allowing JMU to start at 10 Gbps and upgrade as needed.
- **Extensive Fiber Network:** Lumen's international fiber network encompasses approximately 450 Tbps of total IP ingress and egress capacity, with over 340,000 route miles of fiber, including 4,400 fiber route miles in Virginia. This robust infrastructure supports high-capacity Internet services.

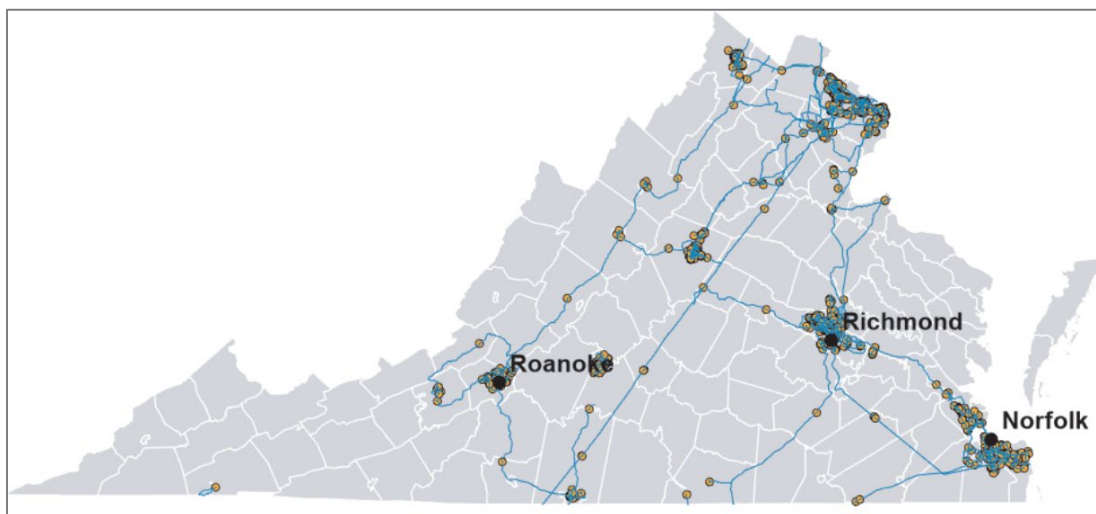


Figure 1 Lumen's Fiber Network in Virginia

- **Custom Configurations:** Lumen provides tailored solutions for businesses requiring specific bandwidth needs. These configurations can be adjusted to meet demands, ensuring seamless scalability.
- **Peering and Interconnects:** Lumen's network includes over 6,500 interconnects with localized private peering, reducing latency and improving performance for high-bandwidth applications.

3. *Describe how bandwidth is provisioned and de-provisioned upon JMU request. Include timeframes to deliver these requests.*

LUMEN RESPONSE:

The process to modify bandwidth speed is dependent on the access circuit installed at each location. Either 10G or 100G Wave access will be delivered according to the option JMU has chosen. Speeds up to and including Port speed will be a logical change which carries a 15-25 day installation interval. If a new Access circuit is required, the intervals will change to 40-60 days. If special construction is required, the interval will likely increase depending on the complexity of the build.

4. *Describe how BGP (Border Gateway Protocol) can be configured to work with JMU and a second ISP.*

LUMEN RESPONSE:

For Lumen's Dedicated Internet Access service, configuring BGP to work with JMU and a second ISP involves a step-by-step approach. Here's how it can be implemented:

1. Acquire an Autonomous System Number (ASN)

- JMU must have a public ASN assigned by ARIN (American Registry for Internet Numbers) to establish BGP sessions with both Lumen and the second ISP.

2. Establish Connections with Both ISPs

- JMU sets up physical connections to both Lumen's DIA service and the second ISP. Each ISP provides their ASN and associated IP address blocks for routing.

3. Configure BGP Peering

- BGP sessions are configured on JMU's routers with the following steps:
 - Define Lumen's and the second ISP's routers as BGP neighbors using their IPs.
 - Set JMU's ASN as the local ASN for outbound announcements.
 - Configure authentication (e.g., MD5) to secure the BGP session.

4. Advertise IP Prefixes

- JMU's routers advertise JMU-owned IP prefixes to both Lumen and the second ISP. This allows inbound traffic to reach JMU through either ISP.

5. Implement Routing Policies

- Use BGP attributes to define how traffic flows between the two ISPs:
 - Primary and Backup: By setting higher Local Preference for one ISP, JMU can route most traffic through the primary provider (e.g., Lumen) while keeping the second ISP as a backup.

- Load Balancing: Configure AS Path Prepending or split IP prefixes to distribute traffic between both ISPs.

6. Receive Routing Information

- Decide how much route information to receive from Lumen and the second ISP:
 - Full Internet routing tables (requires significant router resources).
 - Default route only (simpler for smaller networks).
 - Partial routes based on preferred traffic destinations.

7. Prevent Becoming a Transit Network

- Implement prefix filtering to avoid JMU becoming a transit point between Lumen and the second ISP.

8. Monitor and Optimize

- Use network monitoring tools to ensure BGP sessions remain stable, and traffic flows as intended. Adjust routing policies if needed to improve performance.

This setup allows JMU to achieve redundancy, improve reliability, and manage bandwidth effectively between Lumen's DIA service and the second ISP.

5. *Provide information regarding company's 24 by 7 Network Operations Center and maintenance windows.*

LUMEN RESPONSE:

Lumen operates a 24/7 Network Operations Center (NOC) dedicated to monitoring and managing its global network infrastructure, which includes all Lumen network services responded to in this RFP. This facility is staffed around the clock by skilled professionals who oversee network performance, resolve issues, and maintain service reliability. The NOC handles incident response in real-time and engages in proactive network management to prevent potential disruptions.

Maintenance Windows

Lumen schedules maintenance windows to perform necessary updates, system upgrades, and repairs. These are categorized as follows:

1. **Planned Maintenance:** Customers typically receive notification at least five business days before the scheduled event. These activities are organized to minimize service impact during low-traffic periods.
2. **Emergency Maintenance:** Conducted with limited notice when addressing critical issues, such as significant vulnerabilities or hardware failures. Advance notice is provided when circumstances allow.
3. **Automated Updates:** Small-scale, routine updates that are tested and implemented without affecting service availability.

JMU can access detailed information about scheduled maintenance, including timing and services impacted, through the Lumen Control Center platform.

6. Describe how IPv6 requirements are met.

LUMEN RESPONSE:

Lumen meets IPv6 requirements by leveraging its extensive infrastructure and modern protocols. Here's how it addresses IPv6 needs:

- **Dual-Stack Support:** Lumen's network operates with dual-stack functionality, allowing both IPv4 and IPv6 to run simultaneously. This approach promotes compatibility during the transition to IPv6.
- **Global IPv6 Deployment:** Lumen's infrastructure supports IPv6 across its global network, allowing customers to adopt IPv6 for their connectivity requirements.
- **Scalable Address Space:** With the vast address availability of IPv6, Lumen allocates IPv6 addresses to clients, enabling them to scale their networks without the constraints of IPv4.
- **Routing and Peering Capabilities:** The network is equipped to handle IPv6 routing and peering, allowing for efficient and seamless data flow between networks.
- **Configuration Assistance:** Lumen provides resources and tools to assist customers in setting up their systems for IPv6, facilitating a smooth transition process.

7. Describe the installation procedure, time to delivery, and any guarantees.

LUMEN RESPONSE:

Lumen's installation process, delivery timelines, and guarantees are designed to provide reliable and efficient service. Here's an overview:

Installation Procedure

1. **Site Survey:** Lumen conducts a site survey to assess the location and determine specific requirements, such as power, grounding, and equipment placement.
2. **Site Preparation:** Customers are responsible for preparing the site based on Lumen's guidelines, which may include installing a wall-mount backboard or relay rack and ensuring proper power and grounding.
3. **Equipment Installation:** Lumen technicians install the necessary equipment, such as routers and switches, and connect them to the network.
4. **Testing and Activation:** Once the installation is complete, Lumen performs testing to verify connectivity and performance before activating the service.

Time for Delivery

- **On-Net Installations:** For locations already connected to Lumen's network, installations typically take 10 to 20 business days from the order date.
- **Off-Net Installations:** For locations requiring third-party access or network expansion, delivery times may extend to 30 to 60 business days, depending on the complexity of the project.

Guarantees

Service Level Agreement credits differ by availability tiers. Please see the attached SLA for details on availability, guarantees, and remedies by tier or by visiting <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>.

8. Describe Service Level Agreement (SLA) and provide a copy of your SLA with your proposal

LUMEN RESPONSE:

Please see the attached SLA for details on availability, guarantees, and remedies by tier.

9. Describe network availability and notification guarantee.

LUMEN RESPONSE:

Lumen provides high network availability and keeps customers informed about service-related events through its Service Level Agreements (SLAs). Here's a detailed description:

Network Availability

- **Uptime Commitment:** Lumen guarantees uptime levels typically exceeding 99.99%, supported by its robust global fiber network and reliable infrastructure.
- **Redundancy and Resilience:** The network includes multiple layers of redundancy to maintain service even during equipment failures or other potential disruptions.

Notifications

- **Proactive Notifications:** For planned maintenance, Lumen provides customers with advanced notice, typically at least five business days prior to scheduled activities. Emergency notifications are issued as promptly as possible to keep clients updated.
- **Incident Alerts:** Customers receive real-time alerts about service incidents or outages, accessible through the Lumen Control Center platform or other communication channels.

10. Describe network latency guarantees.

LUMEN RESPONSE:

Lumen's network latency for North America is designed to support high-performance applications and real-time communication. Latency metrics vary depending on the specific routes and locations, but here are some general insights:

- **Latency Thresholds:** Lumen typically maintains latency under 40 milliseconds (ms) between major cities in North America. This low latency supports applications like voice, video conferencing, and data transfer.
- **Backbone Performance:** Lumen's extensive fiber-optic backbone and peering arrangements contribute to consistent and efficient data transmission across the region.
- **Monitoring Tools:** Customers can access latency metrics and other performance data through Lumen's Control Center platform, which provides real-time visibility into network performance.

11. Describe Packet Delivery guarantee.

LUMEN RESPONSE:

Lumen provides a Packet Delivery guarantee within its Service Level Agreements (SLAs), which outlines the percentage of data packets successfully transmitted across its network. Here are the specifics:

a. *Indicate trunk capacities and infrastructure topology.*

LUMEN RESPONSE:

Lumen's network infrastructure is designed to support high-capacity and low-latency connectivity. Here's an overview of its trunk capacities and infrastructure topology:

Trunk Capacities

- **Wavelength Services:** Lumen offers trunk capacities of up to 400 Gbps for its wavelength services, which are ideal for data-intensive applications.
- **Ethernet Speeds:** The network supports Ethernet speeds of 1 Gbps, 10 Gbps, 100 Gbps, and 400 Gbps, catering to a wide range of business needs.
- **Optical Transport Unit (OTU) Speeds:** OTU speeds include 10 Gbps, 40 Gbps, and 100 Gbps, providing robust options for high-performance connectivity.

Infrastructure Topology

- **Fiber Network:** Lumen's backbone spans 143,000 connections statewide in Virginia with nearly 4,400 fiber route miles and 3,260 on-net locations.
- **Redundancy and Resilience:** The network is built with multiple layers of redundancy to maintain service continuity during disruptions.
- **Cloud Connectivity:** Lumen's infrastructure includes direct connections to major cloud providers like AWS, Microsoft Azure, and Google Cloud, enabling seamless hybrid cloud solutions.
- **Topology Viewer:** Customers can use Lumen's Topology Viewer to design and visualize their network routes, including latency and route miles ([Network Maps | Lumen](#)).

b. *Circuit sizes*

LUMEN RESPONSE:

Lumen offers a variety of circuit sizes to accommodate different connectivity needs. Here are the typical options:

1. **Dedicated Internet Access (DIA):**
 - Speeds range from 10 Mbps to 100 Gbps, depending on the customer's requirements and location.
2. **Ethernet Services:**
 - Circuit sizes include 1 Gbps, 10 Gbps, 100 Gbps.
3. **Wavelength Services:**
 - Supports capacities of 10 Gbps, 100 Gbps, and 400 Gbps, ideal for data-intensive applications.
4. **Optical Transport Services:**
 - Offers scalable options, including 10 Gbps and 100 Gbps, with flexibility for future growth.

Peering Overview

- **Settlement-Free Peering:** Lumen engages in settlement-free peering agreements with select networks where mutual benefits exist. These agreements allow traffic exchange without financial settlements.
- **Evaluation Criteria:** Peering candidates are evaluated based on factors such as network size, scope, complementary reach, and strategic benefits.

General Principles

- **Cost Sharing:** The backbone cost burden for traffic exchange is equitably shared between peers.
- **Service Quality:** Peering arrangements aim to deliver high-quality service to customers with resilient, scalable, and secure interconnection practices.
- **Termination and Modifications:** Any changes to peering agreements are managed to minimize customer impact and maintain overall internet stability.

Technical Requirements

- **Interconnection Points:** Peering occurs at mutually agreed interconnection points, with routing practices designed to balance costs and performance.
- **Traffic Exchange:** Both IPv4 and IPv6 traffic are supported, governed by Border Gateway Protocol (BGP).

d. Diagrams of your standard POP (Point of Presence) Infrastructure.

LUMEN RESPONSE:

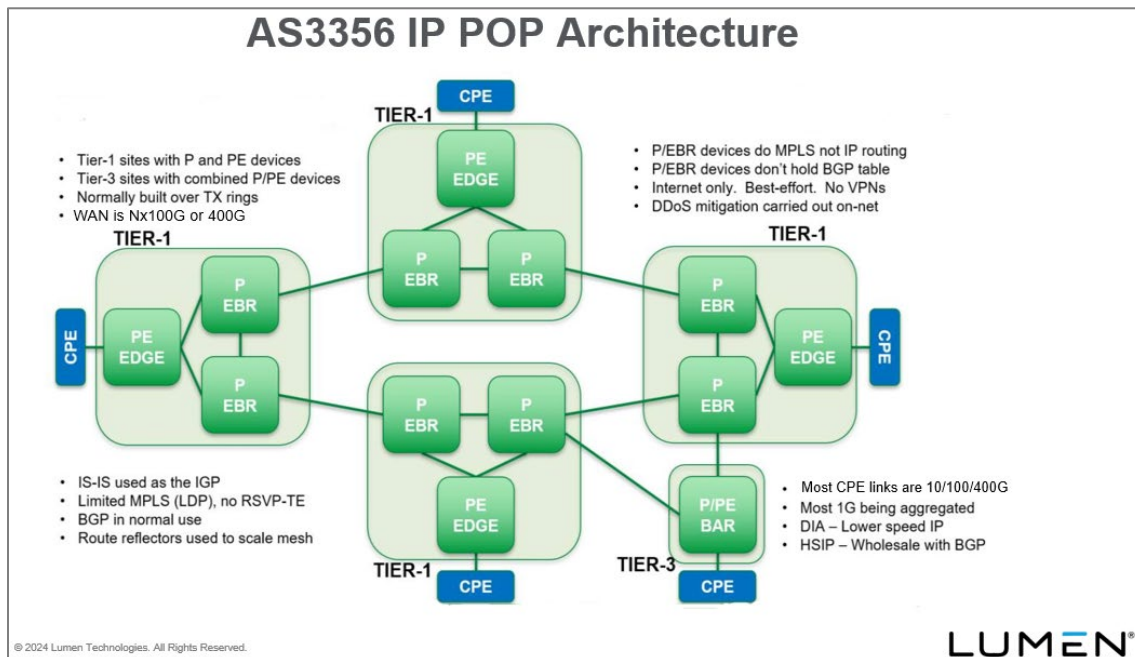


Figure 6 Lumen's Standard PoP Infrastructure

e. *Provide any plans for upgrading existing infrastructure in the next 24 months.*

LUMEN RESPONSE:

Lumen has ambitious plans to upgrade its infrastructure over the next 24 months, focusing on expanding capacity and enhancing performance:

1. **Fiber Network Expansion:** Lumen is investing in an additional 6 million fiber miles, expected to be installed by 2026. This expansion will extend its U.S. intercity network to nearly 12 million fiber miles, connecting over 50 major cities.
2. **Next-Generation Fiber Technology:** The company is upgrading its network with ultra-low-loss fiber and multi-conduit systems. This allows for faster deployment of the latest fiber technology, increasing bandwidth capacity and reducing equipment costs².
3. **400G Wavelength Services:** Lumen is expanding its 400 Gbps wavelength network across 70 markets, enabling high-capacity, low-latency connections. Over 240 data centers are already enabled for 400G services, with plans to extend this further.
4. **Metro Edge Expansion:** The intercity network expansion will push deeper into metro areas, supporting businesses with scalable and resilient connectivity.

These upgrades aim to meet growing demand for high-bandwidth services and support next-generation applications.

2. *Include your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures.*

LUMEN RESPONSE:

Lumen's NOC services, trouble ticket system, and escalation procedures are designed to provide comprehensive support and management for its network infrastructure. Here's an overview:

NOC Services

- **24/7 Monitoring:** Lumen's NOC operates around the clock to monitor network performance, detect issues, and respond to incidents in real time.
- **Incident Management:** The NOC handles incident detection, troubleshooting, and resolution to maintain service reliability.
- **Proactive Maintenance:** The team conducts proactive maintenance to prevent potential issues and optimize network performance.
- **Customer Support:** The NOC provides 24/7 technical support and assistance to customers, addressing service-related concerns promptly.

Trouble Ticket System

- **Platform:** Lumen uses its proprietary Control Center platform for managing trouble tickets. This system allows customers to create, track, and escalate tickets for service issues or requests.
- **Features:** The platform includes diagnostic tools, status tracking, and communication options to streamline the resolution process.

Escalation Procedures

- **Tiered Escalation:** Lumen's escalation process involves multiple tiers, starting with NOC technicians and progressing to senior managers and directors if necessary.
- **Customer-Initiated Escalation:** Customers can escalate tickets through the Control Center platform by providing a reason for escalation and requesting a callback if needed.
- **Real-Time Updates:** The escalation process is tracked in real time, and customers are kept informed of progress and resolution timelines.

C. Off-Campus Data Circuits

JMU currently requires 200mbps or faster high-speed data circuits to four off-campus locations. The number and location of remote sites change periodically. JMU only implements high-speed options at sites that need such service for a given period. The current locations are:

- 1070 Virginia Ave Harrisonburg, VA 22802
- 1401 Technology Drive Harrisonburg, VA 22802
- 1127 W Bruce St Harrisonburg, VA 22801
- 1598 S. Main St. Harrisonburg, VA 22801

1. *Describe service being offered in detail including the circuit, the service, hardware, minimum durations of service, installation lead times, cost for each location and any items JMU will be required to provide.*

LUMEN RESPONSE:

For the off-Campus connectivity requested, Lumen will be responding with Ethernet E-Line services in a hub and spoke design. Details related to Lumen's Ethernet services are outlined below:

Lumen Ethernet Services: E-Line and E-LAN

Lumen Ethernet Services offer turnkey solutions designed to provide secure, private network solutions enabling voice, video and data applications up to 30 Gbps.

JMU can easily and instantly scale your network with Dynamic Connections. With industry-competitive SLAs and available with multiple configurations and class of service options, Lumen Ethernet Services provide the foundation for solving your complex networking challenges.

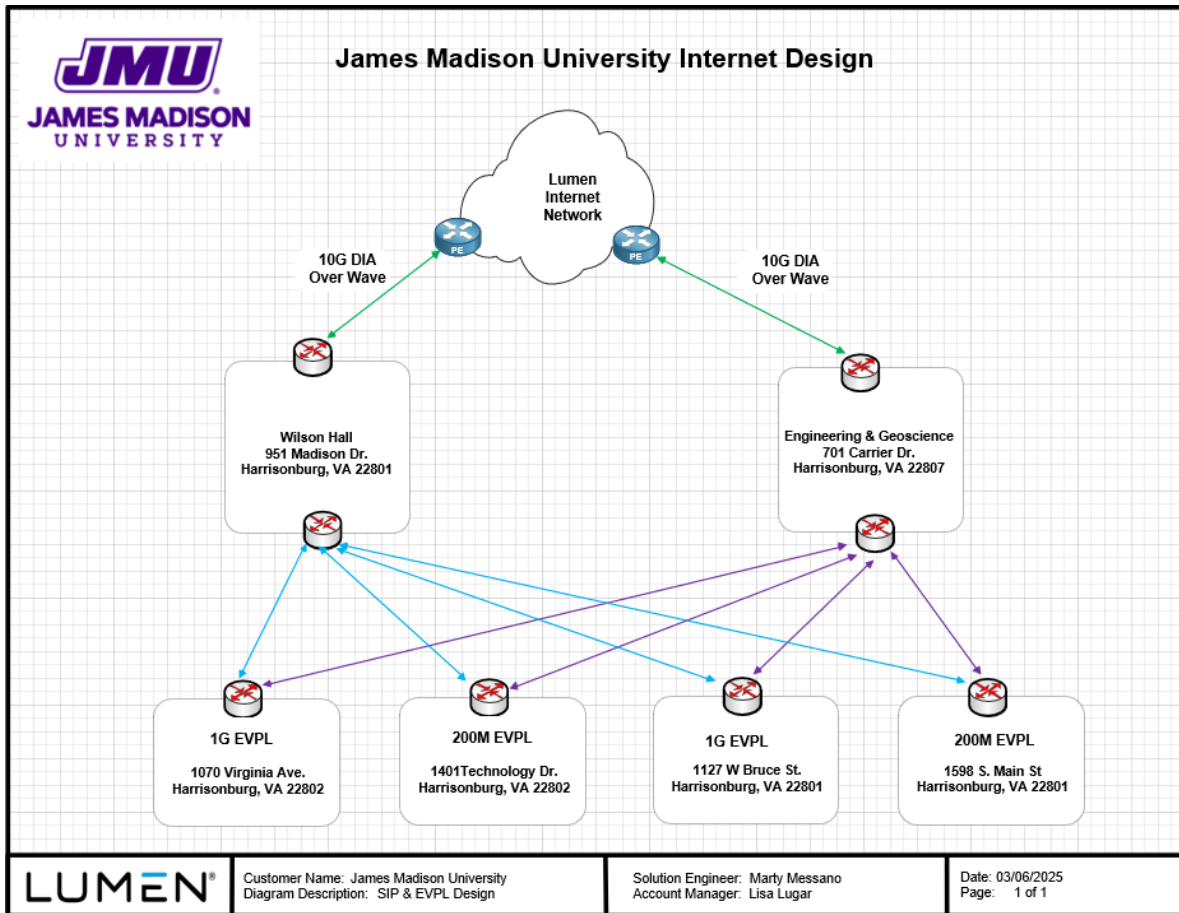


Figure 7 Lumen's Internet Design for James Madison University

Features and Specifications

- Layer 2 switched Ethernet over private 100 Gbps backbone
- Point-to-point, point-to-multipoint and multipoint-to-multipoint private connections
- 99.999% availability SLA
- Scalable service bandwidths available from 2 Mbps to 30 Gbps
- Port speeds available of 100 Mbps, 1 Gbps, 10 Gbps, and 100 Gbps
- Metro Ethernet Forum (MEF) CE 3.0 industry standards certification for all configurations
- Two Class of Service models:
 - **Single-CoS:** Basic, enhanced or dedicated on a per-EVC basis
 - **Multi-CoS:** Per-frame basis

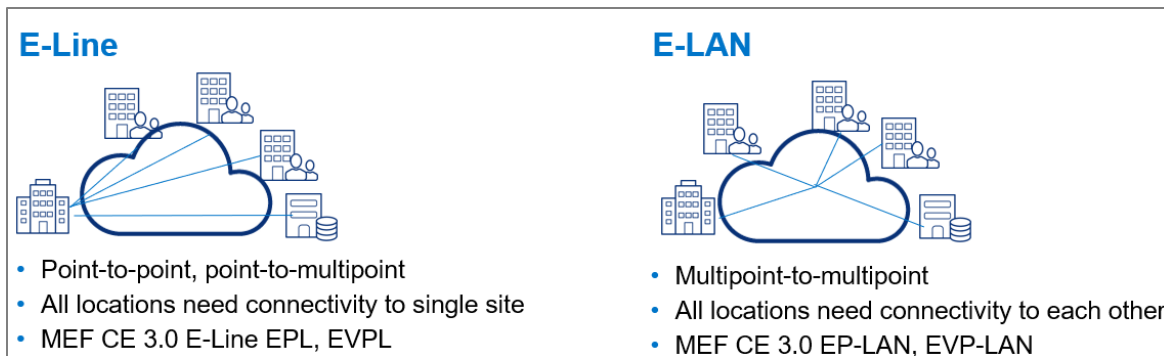


Figure 8 Lumen's Ethernet Services

Control Your Network

- Deep performance statistics via the Network Visibility tool in the Lumen® Control Center customer portal
- Lumen NaaS Port
- A NaaS Port isn't just a technological upgrade, it's a forward-thinking decision that helps ensure JMU's business is able to meet future needs and unforeseen demands. Having a NaaS Port is a nominal, yet strategic investment in your business's future and sets the stage for agile, resilient and uninterrupted connectivity. With a NaaS Port, you are able to gain instant on-demand access to the Lumen network and adjust bandwidth to meet both unforeseen and growing needs.

Why Lumen?

- Instant Connectivity
- Activate services in minutes
- Supporting multiple services (public and private) with utilization monitoring
- Ability to Meet Unexpected and Future Needs
- Enable business continuity by quickly accessing the Lumen network when and as needed
- Alternative network solution that provides business resilience and protects against service interruption
- Flexible and Effective Scalability
- Pay-per-use model allows adjustable bandwidth based on needs
- Real-time bandwidth allocation maximizes value and performance

Common Use Cases

- Data centers mirroring for business continuity and disaster recovery with point-to-point E-Line EPL
- Link headquarters with branches for centralized storage and management with point to multipoint E-Line EVPL
- Connect hospitals, clinics and care facilities together with multipoint-to-multipoint E-LAN

2. *JMU may purchase or lease additional properties. Describe in detail how pricing would be determined should the university purchase additional properties. Describe any areas near the university that could not be serviced if so requested.*

LUMEN RESPONSE:

Lumen maintains a vast On-Net fiber infrastructure across the U.S. In addition to Lumen's On-Net services we have a wide range of agreements across many third-party access providers that are interconnected to our core network and can provide access to Lumen's world class Internet network. We would be happy to discuss your further location needs and provide pricing as necessary on an individual case basis for each location.

3. *Specify the guaranteed-up time of the service proposed. Give specific detail of how compensation is made for down times beyond that stated in the guarantee.*

LUMEN RESPONSE:

Please refer to the Lumen Service Level Agreement located in the Appendices section.

4. *Describe any discounts or restrictions that may apply for the number of sites placed in service.*

LUMEN RESPONSE:

Pricing will be discounted on an individual case basis as permitted on each order.

5. *Describe how both routine and emergency maintenance actions are scheduled.*

LUMEN RESPONSE:

Lumen schedules both routine and emergency maintenance actions to maintain the reliability and performance of its Internet services. Here's how these processes are managed:

Routine Maintenance

- **Advance Planning:** Routine maintenance is planned in advance to address network upgrades, hardware replacements, or software updates. These activities are scheduled during off-peak hours to minimize service disruption.
- **Customer Notifications:** Customers are typically notified at least five business days before the maintenance event. Notifications include details such as the start and end times, expected duration, and potential impact on services.
- **Visibility Through Control Center:** Customers can view upcoming, in-progress, and completed maintenance events through Lumen's Control Center platform. This tool provides a centralized view of all maintenance activities affecting their services.

Emergency Maintenance

- **Rapid Response:** Emergency maintenance is initiated to address critical issues, such as security vulnerabilities or unexpected hardware failures. These actions are taken promptly to mitigate risks and restore service functionality.
- **Customer Alerts:** Notifications are sent as soon as possible, providing details about the nature of the emergency, the expected impact, and the estimated resolution time.

- **Real-Time Updates:** Customers can track the progress of emergency maintenance through the Control Center platform, which provides real-time updates on the status of the event.

6. *Describe how JMU circuits can affect and be affected by other organizations.*

LUMEN RESPONSE:

JMU circuits can influence and be influenced by other organizations in several ways:

How JMU Circuits Can Affect Other Organizations

1. **Shared Infrastructure:** If JMU's circuits share physical infrastructure, such as fiber optic cables or network nodes, with other organizations, any issues (e.g., outages or congestion) on JMU's network could impact the performance of those shared resources.
2. **Peering Agreements:** JMU's network traffic may pass through peering points with other organizations. High traffic volumes from JMU could affect the performance of these interconnections, potentially impacting other entities relying on the same peering arrangements.
3. **Collaboration and Data Exchange:** JMU may collaborate with other institutions or organizations, exchanging large volumes of data. This could temporarily increase network load, affecting bandwidth availability for others.

How JMU Circuits Can Be Affected by Other Organizations

1. **Upstream Provider Issues:** If JMU relies on upstream ISPs or shared backbone providers, disruptions or performance issues in those networks could directly impact JMU's circuits.
2. **Cybersecurity Threats:** Malicious activities targeting other organizations, such as Distributed Denial of Service (DDoS) attacks, could spill over and affect JMU if they share network paths or infrastructure.
3. **Resource Competition:** In shared environments, such as data centers or regional network hubs, high usage by other organizations could lead to congestion, indirectly affecting JMU's network performance.

These interactions highlight the interconnected nature of modern networks and the importance of robust infrastructure and proactive management to mitigate potential impacts.

D. Voice Service

1. *Indicate your ability to deliver and support the service as described.*

LUMEN RESPONSE:

Lumen offers a comprehensive range of voice services designed to meet the needs of businesses and institutions. Here's an overview of its capabilities:

Voice Services Offered

1. **Voice Complete:** A centralized voice solution that integrates SIP trunking and traditional TDM technology, offering advanced features like built-in failover protection and APIs for enhanced management.
2. **Cloud Communications:** Enables virtual collaboration across devices, enhancing productivity and customer experiences.

3. **Specialty Lines:** Supports critical safety systems and backup voice lines for specific applications.
4. **Next-Generation 9-1-1:** Provides modernized emergency communication services for public safety.

Key Features

- **Global Reach:** Lumen's voice services are available worldwide, supported by its extensive network infrastructure.
- **Advanced Features:** Includes call routing, failover protection, and APIs for seamless integration with existing systems.
- **Flexible Deployment:** Supports both on-premises and cloud-based configurations, catering to diverse business needs.

2. *Indicate any changes JMU would be required to make to accommodate your service.*

LUMEN RESPONSE:

To accommodate Lumen's Voice Services, JMU may need to make the following changes:

1. **Network Infrastructure:** JMU might need to upgrade or configure its internal network to support Voice over IP (VoIP) services, including Quality of Service (QoS) settings to prioritize voice traffic and reduce latency or jitter.
2. **Hardware Requirements:** Depending on the service, JMU may need compatible IP phones or softphone applications. If using SIP Trunking, existing PBX systems must support SIP or require an upgrade.
3. **Power and Cabling:** Power over Ethernet (PoE) switches may be necessary to power IP phones. Additional cable might be required to connect phones and other devices to the network.
4. **Firewall and Security Adjustments:** JMU's IT team may need to configure firewalls to allow VoIP traffic and ensure secure communication. This includes opening specific ports and implementing encryption protocols.
5. **Training and Support:** Staff and faculty may require training to use new voice systems effectively. JMU might also need to allocate resources for ongoing support and maintenance.
6. **Integration with Existing Systems:** If JMU uses legacy systems, integration efforts may be required to connect them with Lumen's Voice Services.

These adjustments will help JMU fully leverage Lumen's Voice Services.

3. *Describe the installation procedure, time to delivery and any guarantees.*

LUMEN RESPONSE:

Here's a detailed overview of Lumen's Voice Services installation procedure and delivery timelines:

Installation Procedure

1. **Site Survey:** Lumen conducts a site survey to assess the location and determine requirements, such as power, cabling, and equipment placement.

2. **Site Preparation:** Customers are responsible for preparing the site, which may include installing a backboard, ensuring proper power supply, and providing necessary cables.
3. **Equipment Installation:** Lumen technicians install the required hardware, such as routers, switches, and IP phones, and connect them to the network.
4. **Configuration and Testing:** The system is configured to meet the customer's needs, and thorough testing is conducted to verify functionality and performance.
5. **Training and Handover:** Lumen provides training for administrators and end-users to familiarize them with the system's features and management tools.

Time for Delivery

- **On-Net Locations:** For locations already connected to Lumen's network, installation typically takes 10 to 20 business days.
- **Off-Net Locations:** For locations requiring additional infrastructure or third-party access, installation may take 30 to 60 business days, depending on complexity.

4. *Indicate your maintenance period and any notification process.*

LUMEN RESPONSE:

Lumen schedules maintenance for its Voice Services to maintain performance and reliability. Here's an overview:

Maintenance Periods

1. **Routine Maintenance:** Scheduled during off-peak hours to minimize service impact. These activities may include software updates, hardware upgrades, or network optimizations.
2. **Emergency Maintenance:** Conducted as needed to address critical issues, such as security vulnerabilities or unexpected equipment failures. These are initiated promptly to mitigate risks.

Notification Process

- **Advance Notifications:** For routine maintenance, customers are typically notified at least five business days in advance. Notifications include details such as the maintenance window, expected duration, and potential service impact.
- **Emergency Notifications:** In the case of emergency maintenance, notifications are sent as soon as possible, providing information about the issue, its impact, and estimated resolution time.
- **Real-Time Updates:** Customers can track maintenance events and receive updates through Lumen's Control Center platform, which provides visibility into scheduled, in-progress, and completed maintenance activities.

5. *Describe your number porting procedure.*

LUMEN RESPONSE:

Lumen's number porting procedure allows customers to transfer their phone numbers from another provider to Lumen's services. Here's an overview of the process:

Number Porting Steps

1. **Submit a Porting Request:** Customers initiate the process by submitting a porting request through Lumen's Control Center or by contacting their account representative. A complete Letter of Authorization (LOA) is required, signed by the authorized account holder, to confirm the transfer.
2. **Provide Customer Service Records (CSRs):** The customer may need to provide CSRs from their current provider to verify account details, including the numbers to be ported and associated information.
3. **Validation and Approval:** Lumen validates the porting request by confirming the details of the losing carrier. This step ensures that the information matches and avoids rejections.
4. **Scheduling the Port:** Once approved, Lumen coordinates with the losing carrier to schedule the porting date and time. Customers are notified of the scheduled porting window.
5. **Port Activation:** On the scheduled date, Lumen activates the ported numbers on its network. The process is typically seamless, with minimal downtime.

Timeframes

- **Simple Ports:** For single numbers, the process can be completed within 1 business day.
 - **Complex Ports:** For multiple numbers or large-scale projects, the process may take 3 to 5 business days or longer, depending on the complexity.
6. *If different from your ISP or Data Services, describe your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures.*

LUMEN RESPONSE:

Lumen's NOC services, trouble ticket system, and escalation procedures are designed to provide comprehensive support and management for its network infrastructure. Here's an overview:

NOC Services

- **24/7 Monitoring:** Lumen's NOC operates around the clock to monitor network performance, detect issues, and respond to incidents in real time.
- **Incident Management:** The NOC handles incident detection, troubleshooting, and resolution to maintain service reliability.
- **Proactive Maintenance:** The team conducts proactive maintenance to prevent potential issues and optimize network performance.
- **Customer Support:** The NOC provides technical support and assistance to customers, addressing service-related concerns promptly.

Trouble Ticket System

- **Platform:** Lumen uses its proprietary Control Center platform for managing trouble tickets. This system allows customers to create, track, and escalate tickets for service issues or requests.
- **Features:** The platform includes diagnostic tools, status tracking, and communication options to streamline the resolution process.

Escalation Procedures

- **Tiered Escalation:** Lumen's escalation process involves multiple tiers, starting with NOC technicians and progressing to senior managers and directors if necessary.
- **Customer-Initiated Escalation:** Customers can escalate tickets through the Control Center platform by providing a reason for escalation and requesting a callback if needed.
- **Real-Time Updates:** The escalation process is tracked in real time, and customers are kept informed of progress and resolution timelines.

These services and systems highlight Lumen's commitment to maintaining a reliable and efficient network for its customers.

E. General

1. *Indicate the length of time your company has been operating, your research and development funding, and approach to remaining current with technology.*

LUMEN RESPONSE:

Lumen has a rich history, tracing its origins back to 1930 when it began as the Oak Ridge Telephone Company in Louisiana. Over the decades, it evolved through acquisitions and rebranding, becoming CenturyLink in 2010 and later rebranding to Lumen Technologies in 2020.

Research and Development Funding

Lumen actively invests in innovation to enhance its services and infrastructure. Lumen has demonstrated a commitment to advancing its capabilities through partnerships and strategic initiatives. For instance, Lumen has been part of the E-Rate program since its inception in 1996, supporting schools and libraries through funding requests. Also, Lumen collaborates with technology leaders like Google Cloud to integrate AI and machine learning into its operations, driving efficiency and innovation. JMU's account team will host quarterly business reviews to help keep JMU abreast of changes in technology that may benefit the University.

Staying Current with Technology

Lumen adopts a proactive approach to remain at the forefront of technological advancements:

- **Strategic Partnerships:** Collaborations with companies like Google Cloud enable Lumen to leverage cutting-edge technologies such as AI-powered insights and digital twin modeling.
- **Infrastructure :** Lumen continuously invests in expanding its fiber network and enhancing its 400G wavelength services to meet growing demands for high-speed, low-latency connectivity.
- **Customer-Centric Innovation:** The company focuses on modernizing its offerings, such as transitioning from legacy voice services to VoIP and Unified Communications, ensuring its solutions align with evolving customer needs.

2. *Describe the expected scope and future direction of your company over the next three to five years.*

LUMEN RESPONSE:

The expected scope and future direction of Lumen over the next 3 to 5 years include several key initiatives and strategic goals. Lumen is transitioning to a network-centric approach to support AI and multi-cloud environments. Lumen is implementing a \$1 billion cost savings program, aiming for completion by 2027. Revenue inflection is projected for 2028-2029, driven by new technologies. Lumen aims to reduce its leverage ratio to or below three times in the next two to three years.

Lumen has partnered with Microsoft to connect its data centers and expand its network capacity. This partnership is expected to accelerate Lumen's digital transformation.

Additionally, Lumen is focusing on these initiatives:

1. AI-Driven Expansion:

- Lumen plans to invest heavily in its infrastructure to support the growing demand for AI-driven applications. This includes doubling its intercity network miles and providing access to a substantial amount of dark fiber.
- The company is creating a new Custom Networks division to offer tailored solutions, such as private connectivity fabrics and secure data center connections.

2. Next-Generation Network Solutions:

- Lumen is investing in next-generation technologies, such as Network-as-a-Service (NaaS) and ExaSwitch, to enhance its service offerings.
- The company is also modernizing its physical network and internal systems to simplify its product portfolio and improve efficiency.

3. Customer-Centric Growth:

- Lumen aims to add more enterprise customers by delivering innovative solutions and expanding its metro edge and intercity networks.
- The focus remains on providing scalable, high-performance connectivity to meet the needs of businesses and institutions.

4. Cybersecurity Maturity Model Certification (CMMC):

- Lumen is currently working to meet all maturity level 2 requirements contained within the CMMC framework. After undergoing a pre-assessment with a reputable third-party audit firm that identified opportunities for improvement, Lumen launched a very robust and aggressive program to protect Controlled Unclassified Information (CUI) consistent with CMMC controls, NIST 800-171, and other U.S. government standards, regulations, policies, and best practices.
- Under the CMMC Interim Basic Rule Assessment, posted a score of 94 on the Supplier Performance Risk System (SPRS). We have a System Security Plan (SSP) and Plan of Actions and Milestones (POA&M).

These initiatives highlight Lumen's commitment to staying at the forefront of the telecommunications industry while addressing the evolving needs of its customers.

3. *Provide a list of clients and current projects.*

LUMEN RESPONSE:

Please see the list of references for current Lumen customers supported by the SLED account team currently supporting JMU. These customers have all been implemented with installed service for over 10 years, with the existing account team assigned for the past seven years. Most Lumen projects are governed by non-disclosure agreements, which prohibit us from sharing further details.

4. *JMU may have a future need and is interested in the possibility of leasing dark fiber. Please provide pricing details in Section X. Pricing Schedule.*

LUMEN RESPONSE:

Lumen looks forward to discussing JMU's Dark Fiber needs. Typically, to provide pricing for dark fiber we would need to know the endpoints needed, fiber count, term and this also would be subject to fiber availability. Following a discussion of requirements, potential solutions frequently encompass Managed Optical Solutions or lit Wavelength services.

Managed Optical Solutions (MOFN, MOON, Dark Fiber)

Lumen can help your IT organization deliver high-availability, high-performance apps by giving you control over your network while streamlining your operations.

Control your network to deliver a differentiated IT experience

- Control scheduled maintenance - local time, window duration, success criteria, back-out procedure - to help minimize downtime and business impact
- Rapidly increase bandwidth (within two hours) for uninterrupted delivery of highly responsive apps and big data
- Call on a separate NOC staffed by network specialists with intimate knowledge of your network and operating requirements

Deliver high-availability, high-performance applications

- Design your network to meet your business's demanding operating requirements
- Support high-performance applications with latent SLAs on every route
- Help maximize up time with high priority emergency maintenance on all fiber repairs
- Safeguard your mission-critical applications and sensitive data
- Dedicated equipment in private space and escorted entry
- Data centers with closed-circuit video surveillance and dual-mode authentication.

Grow your bandwidth and reduce your operating costs

- A dedicated optical fiber network may be economically viable over wavelength services with as little as 10 Gbps concentrated traffic in a metropolitan area or 230 Gbps intercity.
- Gain ownership economics and move your network budget from the income statement to the balance sheet
- Streamline operations by leveraging Lumen's expertise and shared human capital for basic network functions, which are our core competency

5. *JMU is interested in developing a strategic relationship with the successful vendors. Provide information regarding ideas on how such a relationship can prove mutually beneficial.*

LUMEN RESPONSE:

The Lumen Team looks forward to continuing our strong working relationship with JMU across the enterprise to facilitate successful selection, design, and implementation of Dedicated Internet, Ethernet Virtual Private Line, SIP Voice and UCaaS. We have proven success as your trusted advisor currently delivering industry-leading solutions optimized specifically for JMU's future growth and success. We look forward to collaboratively discussing our proposed technical solution with your team, to help you maintain your current environment and migrate at your pace supporting a hybrid environment.

JMU will be served directly by the Lumen Research and Education team currently supporting the entire enterprise. This organization is dedicated to serving the needs of the research and education community at large. Lumen has been a key partner to Internet2 for years and provides the fiber backbone that powers their recent upgrade to Next Generation Infrastructure. Internet2's super high-speed network is built on the Lumen optical fiber and colocation infrastructure that quickly and securely connects important research and development groups and academic institutions in more than 40 cities. These ultra-fast connections are designed to increase scientific collaboration among diverse organizations across the U.S. Our commitment to and understanding of this market sector provides JMU with a team of dedicated professionals supported by the technical expertise of a dedicated engineering force, who understand and seek to serve JMU through unique solution designs.

About Lumen

Lumen is a multinational technology company with decades of experience in providing high-speed Internet bandwidth, data, and voice services, leveraging its robust global network infrastructure. Lumen offers solutions such as Dedicated Internet Access (DIA), Ethernet, and Voice over IP (VoIP) services, supporting speeds up to 400 Gbps for data-intensive applications.

Operating one of the largest, most connected, and most deeply peered internet networks in the world, Lumen manages approximately 350,000 route miles of fiber and 170,000 on-net fiber locations with the capability to connect customers to network services in more than 60 countries. The Lumen network offers global connections to top cloud providers, providing organizations the ability to scale bandwidth up to three times current capacity when needed.

Lumen has partnered with several higher education and government clients to deliver reliable Internet bandwidth, data, and voice services:

Higher Education Clients

- **University of Oregon:** Lumen provided high-speed broadband to support research and student connectivity needs.
- **Pima County Schools:** Collaborated with educational institutions in Arizona to enhance digital learning environments through improved network infrastructure.

Government Clients

- **Federal Law Enforcement Agency:** Delivered managed Wi-Fi and secure voice solutions to improve operational efficiency.
- **State of South Dakota:** Implemented a statewide Next Generation 911 (NG911) system to modernize emergency response capabilities.

Financial Highlights

Lumen reported strong financial performance for the fourth quarter and full year 2024. Lumen achieved solid sales growth across its enterprise segments, improved customer satisfaction scores, and strengthened its balance sheet by reducing debt levels and increasing access to capital. Additionally, Lumen reported a net income of \$85 million for the fourth quarter and generated Adjusted EBITDA of \$3.939 billion and revenue of \$15.2 billion for the full year 2024.

Lumen Technologies, Inc. ("Lumen") is the publicly traded parent company of the Lumen operating companies and is represented on the New York Stock Exchange under the symbol "LUMN."

Financial information, such as our annual report and recent SEC filings, may be found at the website: <https://ir.lumen.com/>

Key Personnel Assigned to the Project

Lumen is committed to providing our clients with seamless and efficient business experience. At each stage, from set up to delivery, James Madison University will have access to the most knowledgeable and expert resources available. Lumen has provided role descriptions for our Lumen Account Manager, UCC Sales Account Director, Solutions Engineer, Customer Engagement Consultant (CEC) and a Customer Care Manager (CCM). James Madison University can anticipate the assignment of key personnel from Lumen, including defined roles and individuals for the implementation process like the ones outlined below. Lumen reserves the right to make changes to its organization, but Lumen also understands the importance of consistency in personnel and will attempt to limit changes.

Additionally, Lumen includes resumes for these individuals as requested. Resumes for any added or changed personnel assigned upon award for implementation will be available during the project planning phase.

Account Manager - Lisa Lugar

Location: Virginia

The Account Manager (AM) for James Madison University is responsible for the overall customer relationship. Although a member of Sales, the AM is responsible for the satisfaction of James Madison University with Lumen Sales through service implementation, and during the lifecycle of the service. The AM has the support of their Sales VP to marshal necessary resources to support the success of the Lumen-James Madison University relationship. During the implementation stage, the AM will validate customer requirements and are met by the implementation team and act as general liaison between James Madison University and Lumen. The Account Manager will also see that the necessary implementation resources are engaged, as the AM has the authority to escalate within each organization involved in the project, following the established escalation process for issue resolution.

UCC Sales Account Director- Elizabeth Brewer

Location: Georgia

The UCC Sales Account Director is responsible for managing the overall relationship for Unified Communications and Collaboration (UCC) solutions with James Madison University. This role involves acting as a communications sales consultant, helping customers assess their current state communications platforms, and guiding them in selecting future state platforms. The UCC Sales Account Director is ultimately responsible for customer satisfaction from sales through implementation and during continuing service throughout the relationship. They have the authority to escalate within each organization involved in the project to ensure the success of the Lumen-customer relationship.

The UCC Sales Account Director will ensure that James Madison University's requirements are met by the implementation team and act as a general liaison between James Madison University and Lumen. They will also make sure that the necessary resources are applied to the implementation.

Solution Engineer - Marty Messano

Location: New York

The Solution Engineer (SE) performs consulting functions to assist the customer with integrating their network needs with architected solutions. The SE analyzes designs, and presents technical proposals of Lumen complex products and solutions. The SE will also:

- Lead technical discovery with a focus on customer applications.
- Provide detailed network drawings and diagrams.
- Participate in customer network planning and provide training on emerging technology and trends that may be important to the customer.
- Provides guidance through the design and development phases of the order process.
- Provides ongoing input relative to any modifications, alterations, or amendments to original network design.
- Proactively advises customers on any network capacity issues and makes innovative design recommendations.
- Maintains a relationship with James Madison University's technical staff.

Customer Engagement Consultant - Victoria Smith

Location: New Jersey

The Lumen Customer Engagement Consultant plays a crucial role in the Unified Communications and Collaboration (UC&C) product offering. This role involves several key responsibilities to ensure that James Madison University receives the best possible experience with Lumen's UC&C solutions:

Consultative Support: The Customer Engagement Consultant acts as a communications sales consultant, helping James Madison University assess their current state communications platforms and guiding them in selecting future state platforms. They provide high-touch consultative engagements to ease the complexity of transforming existing telephony platforms into multimedia paradigms.

Implementation and Migration: They assist with the seamless migration of existing UC&C solutions to new platforms, such as Zoom, ensuring a smooth transition for the user community. Our services encompass deployment and configuration to facilitate the onboarding and setup of James Madison University on their selected platforms.

Ongoing Support and Training: The role includes providing ongoing support and training to ensure James Madison University is getting the most out of their UC&C solutions. This involves platform lifecycle management, training/coaching sessions, and job aid creation. The consultant also handles troubleshooting and issue resolution, acting as a single point of contact for James Madison University.

Customer Success and Adoption: The consultant is responsible for ensuring James Madison University's satisfaction from sales through implementation and continuing service throughout the relationship. They help with the adoption of UC&C solutions within James Madison University's organization, providing tools and resources to maximize return on investment.

Performance Monitoring and Reporting: They monitor UC&C service availability and provide analytics management and monthly reporting to help James Madison University focus their IT resources on core business activities.

Overall, the Lumen Customer Engagement Consultant ensures that James Madison University's requirements are met by the implementation team and acts as a general liaison between James Madison University and Lumen.

Customer Care Manager - Alyson Jones Booher

Location: Virginia

The Customer Care Manager (CCM) holds a position on the implementation team and is responsible for ensuring that James Madison University receives and understands their first invoice for installed services. Once the project is completed, the CCM will continue to support the customer, and will do the following:

- Work in tandem with the Account Manager to provision any additional Lumen services on the customer's behalf.
- Resolve billing issues, trouble escalations, moves, adds, and changes.
- Provide proactive contract and billing audits.
- Host Quarterly Service Reviews with the customer to review Lumen's performance in meeting Service Level Agreements, introduce new products and services, review the customer's inventory, etc.

Resumes for each of these individuals can be found below.

Lisa Lugar
Account Manager

SUMMARY

Self-motivated leader with extensive record of delivering project management and sales solutions on time and on budget, while exceeding revenue goals. Well-acquainted and comfortable in state, local and education environments. Over fifteen years of experience as the primary contact, managing account relationships and leading strategic projects for enterprise clients. Positive, focused and disciplined professional with executive/boardroom presence. Results oriented, with proven ability to manage multiple projects and build success through teamwork across multiple organizations.

PROFESSIONAL EXPERIENCE**2016-Present**Account Manager - SLED

- Develop strategic relationships with new and existing customers and partner ecosystem
- Manage and enable digital transformation throughout Virginia, Maryland, The District of Columbia, New Jersey and West Virginia with SLED and Enterprise accounts, including The University of Virginia and Health System, Virginia Tech, The George Washington University and Medical Faculty, Virginia Commonwealth University, The Johns Hopkins University and Health System, Princeton University, George Mason University, Tredegar Corporation, Stihl and many more
- Work directly and effectively with customers to capture sales opportunities and grow revenue
- Plan and oversee all meetings with customers
- Lead internal team with positive direction to ensure customer satisfaction
- Strengths include understanding SLED culture and procurement while successfully managing business in the vertical

2013-2016SLED Sales Representative

- Responsible for selling NetApp products and professional services to new and existing customers
- Manage sales relationships with clients throughout Virginia, including Virginia Tech, Virginia Commonwealth University, Northrup Grumman and all Virginia Community Colleges
- Prospecting, developing business, responding to RFP's, developing proposals for presentation to customers, and selling products and services

2012-2013Senior Account Manager

- Collaborate with executive level clients and team to translate strategic initiatives and requirements into technical solutions. Major clients include VCU/MCV Health System, University of Virginia, Randolph Macon College, Catholic Diocese of Richmond, Girl Scouts of the Commonwealth of Virginia and Christopher Newport University
- Focus on providing strategic professional services and solutions associated with cloud strategies, data security, managed services/service desk, physical security, systems integration and virtualized computing

- Create technical solutions in response to RFPs while leading a team of engineers, technicians, manufacturing partners and distribution partners
- Manage multiple project implementations across all business channels and entire client life cycle
- Lead contract negotiations with clients, vendors and Infian officers

1998-2006

Multiple Roles: Account Manager, Corporate Account Manager, Senior Account Manager

- Manage and grow government and education accounts, with annual revenue exceeding \$12M.
- Owned account relationship with major clients including Crestar/SunTrust Bank, VCU/MCV Health System, VCU, University of Richmond, City of Richmond, City of Richmond Public Schools, Chesterfield County, Chesterfield County Public Schools and Verizon subsidiaries
- Consistently met and exceeded objectives including six years of top-performer recognition
- Successful at uncovering new opportunities, developing solutions and selling strategic services. These include Network, IP Telephony and Data Center solutions including Cloud Computing, Managed Services, Security Services, Call Center Solutions, and CPE offerings

ADDITIONAL PROFESSIONAL EXPERIENCE AVAILABLE UPON REQUEST

EDUCATION

- Bachelor of Arts, English and Communications
- Continuing Project Management, Sales and Technical Training

TECHNOLOGY EXPERIENCE

- | | |
|--------------------|----------------|
| • VMWare | • QTS |
| • Cisco | • ShoreTel |
| • Microsoft | • Avaya |
| • VMWare | • NEC |
| • EMC | • Aerohive |
| • NetApp | • Aruba |
| • Juniper | • Mobotix |
| • Brocade | • Tanberg |
| • Extreme Networks | • Liebert |
| • Dell | • Wyse |
| • HP | • Zoom |
| • Verizon | • Ribbon SONUS |
| • Equinix | |

Elizabeth Brewer

Account Director II – UCC Sales

SUMMARY

Results-driven Strategic Account Director with a successful record of Fortune 500 experience, awards, and sales accomplishments for securing/managing enterprise accounts and selling comprehensive telecommunications, collaboration, web/videoconferencing, virtual meeting, and SaaS solutions with GCN, PGI, Level 3 Communications, American Fiber System, Solarcom Partner Services, and Cable & Wireless.

Success can be demonstrated by: (1) **ranking #1 for highest sales of 113% for YTD 2019**; (2) **ranking #1 for highest global revenue increase of 180% for YTD 2018**; (3) **achieving 2017 #1 company-wide ranking for highest revenue attainment**; (4) **closing deals for up to \$2 million in 2017, 2018, 2019 with enterprise accounts**; and (5) **driving growth through management of enterprise accounts including GE, Coca-Cola, ETrade, Hertz, FIS and Novelis.**

PROFESSIONAL EXPERIENCE

2020-Present

Account Director II – UCC Sales

Subject matter expert in collaboration; helping customers, companies and sales representatives migrate the world of cloud based collaboration; mainly Cisco, Microsoft, Zoom and company white labeled products.

2019-2020

Strategic Account Manager

Recruited to take the company up market of new sale logos as well maintain and grow existing large accounts such as Cyrus One, Workday and Gartner for this global agent of communications consulting. Infiltrate Equinix and other global data center providers to drive mutual sales. Assess business and technical solutions with access to and partnered with 200 + solutions providers who enable Security, Cloud Computing and Digital Transformation.

- Ranked #1 for highest sales of 113% for YTD 2019.
- 2019 winner Club Award for generating the highest sales revenue in the entire organization.
- Successfully led sales with and through Equinix for over \$864K annual sales
- Secured new major accounts with Hertz, CMS (Center for Medicaid and Medicare Services) and others by utilizing a network of contacts, collaborating with data center, transport, and cloud providers, presenting and negotiating deals with senior executives (CMOs, CIOs, CFOs), and employing a consultative sales approach to identify needs and provide technology solutions.

2016-2019

Global Account Manager

Recruited to turn around an underperforming market and secure new enterprise accounts (focusing 100% on new account development) for this global provider of conferencing and collaboration solutions that include audio conferencing, web conferencing, webcasting, videoconferencing, virtual meeting, SaaS (Software As a Service) and cloud computing.

- Ranked #1 for highest global revenue increase of 180% for YTD 2018.
- Finished 2017 ranked #1, winning Club PGI Award for generating the highest revenue in the entire organization.

- Achieved #1 ranking in 2017 with highest global revenue for Microsoft Skype for business traffic.
- Secured major accounts with FIS Global (\$2 million deal), Crawford & Co., BCD Travel, and others by capitalizing on existing contacts, presenting and negotiating deals with C-Suite (CMOs, CIOs, CFOs), and using a consultative sales approach to uncover needs and provide value-added technology solutions.

2009-2016

Global Account Manager

Recruited into a newly created position to manage and drive sales growth with the Comcast Corporation account, third-largest customer for the company. Managed the Comcast account for one year and received multiple promotions to undertake large enterprise sales in a "Hunter" role. Additionally, it facilitated growth by overseeing wholesale voice and reseller operations within the enterprise sector.

- Awarded 2015 Champions Club (January) and 2-time Bronze Contract Winner, achieving 119% of sales quota.
- Awarded 2014 Champions Club (4 times), Activity MVP Award (Q1 & Q2), and 8-time Bronze Contract Winner, achieving 125% of sales quota.
- Awarded 2013 Champions Club (3 times), Activity MVP Award (Q2 & Q3), and 3-time Silver Contract Winner, achieving 124% of sales quota.
- Selected to take over the General Electric account (when GE was planning to convert to a competitor) and earned recognition for reestablishing the relationship, renewing contracts, and substantially increasing GE's business.
- Managed major global accounts including Coca-Cola, ETrade, and Novelis (highest maintenance and most difficult, complex account in the organization). Successfully renewed first MSA with Coca-Cola and increased business by converting Coca-Cola's data center business to the company.
- Recognized for closing a deal with ETrade for their first SIP network in the very first deal for the company for DDOS security
- Won 2009 "Sharpened Pencil" Award for outstanding performance and contribution to the Cable Sales Channel.
- Successfully identified, billed, and collected over \$18 million in outstanding revenue due to the company.

ADDITIONAL PROFESSIONAL EXPERIENCE AVAILABLE UPON REQUEST

EDUCATION

- Bachelor of Arts, International Relations

STRENGTHS AND CORE COMPETENCIES:

- | | |
|----------------------------------|--|
| • Enterprise Account Development | • C-Suite Presentations & Negotiations |
| • Competitor Account Conversions | • Consultative & Value-based Selling |
| • Identifying Customer Needs | • New Technology Product Launches |
| • Sales Pipeline Development | • Strong Sales Closing Ability |
| • Enterprise Account Management | • Overcoming Objections |
| • New Market Penetration | |
| • Client Relationship Building | |

Marty Messano
Solutions Engineer

SUMMARY

Extensive experience in the telecommunications industry with a varied background including positions in Operations, Project Management, Solution Architecture, Integration, Network Design. In addition, 20 years of Management experience in Pre/Post-Sales Support and Implementation roles. I have a successful track record of leading teams to produce desired results. I am a highly focused individual with proven skills in customer relationships, technical knowledge, process development and solution selling.

PROFESSIONAL EXPERIENCE**2022-Present**Solutions Engineer

- Solution Engineer for Northeast SLED organization supporting four account Directors
- Responsible for supporting regional sales team related to all Lumen Products and services
- Provide management back-up when current Manager is out of office
- 2024 Sales results: 128% New sales quota and 104% Billed Revenue Quota
- Subject Matter Expert for understanding Fiber infrastructure and designing diversity requirements for clients
- Strong working knowledge of Unified Communications and Contact Center Services platforms

2020-2021Solutions Architect

- Lead Solution Architect supporting East Region Desk Based Sales Team
- Provided coaching for team of eight Solution Engineers
- Developed accounts and opportunities for four sales teams (50 sales reps) for the Midwest and East Region
- Subject Matter Expert for understanding Fiber infrastructure and designing diversity requirements for clients
- Engaged in High Impact Opportunities which aid in larger deal size and swift deal closure

2017-2020Sales Engineering Manager

- Managed Sales Engineers supporting SLED & Small/Medium Business sales teams in East Region
- Developed training and education 6 Sales Engineers during company merger to ensure understanding of combined product sets
- Presented product training to Sales teams which enabled them to be more knowledgeable in front of customers

2015-2017Sales Engineering Manager – Financial Services

- Selected to Lead a team of Sales Engineers in a newly created Financial Vertical
- Spearheaded efforts to enhance team skills pertaining to innovative solutions which included owned, leased, CAPEX/OPEX based network assets
- Working knowledge of financial services/networks offered by Savvis

- Organized/Developed/Implemented cross training program for Integrated (Network and Hosting) SE teams
- Supported largest Banking and Insurance accounts in the East Region
- Increased revenue on many accounts: JPMC (+50%), Citigroup (+1200%), Bloomberg (+50%), NYSE (+800%)
- Managed eight Sales Engineers spread across multiple states in support of diverse sales team
- Supported sales team for entire company product set within Financial Vertical
- Achieved 149% sales performance for 2016 and 119% for 2017
- Provide and prepare input to RFP responses

2001-2014

Sales Engineering Manager

- Managed various groups of Sales Engineers providing pre-sales and post-sales activities
- Investigated details and made recommendations for network integration of the various acquired companies which increased sales for the East Region
- Implemented process improvement efforts by interfacing with other departments which elevated customer experiences
- Collaborated with Sales and Pricing teams to review custom designs and aid in lease vs build decisions
- Developed relationships with internal departments to ensure the Sales Team receive appropriate support (Product Management, Pricing & Offer Management, Project Management, Network Planning and Engineering)
- Provided technical solutions in response to customer requirements for all company services
- Provided and prepare input to RFP responses
- Developed and coordinated Branch
- Spearheaded effort to deploy Hosted VoIP (SaaS) product into NY Sales office to enable working knowledge of the product and acted as Subject Matter Expert (SME) to the region

*****ADDITIONAL PROFESSIONAL EXPERIENCE AVAILABLE UPON REQUEST*****

EDUCATION

- Bachelor of Science (BS) Computer Science

CERTIFICATIONS

- Project Management Professional (PMP) #22631
- Meraki CMNA

Victoria Smith
Customer Engagement Consultant

SUMMARY

A telecommunications professional with over 22 years of experience in managing customer relationships and engagement in complex environments. As a key member of the SLED account team, she plays a critical role as the Point of Contact (POC) for the Sales Director. Responsible for the retention and renewal of existing services and ensuring billing accuracy. She Coordinates with internal departments to ensure alignment with client goals and contractual requirements. Her primary focus is on the day-to-day functionality of large Government/Education accounts. She is responsible for order entry and implementation, billing, and customer deliverables.

PROFESSIONAL EXPERIENCE**2018-Present**Customer Engagement Consultant

Responsible for the retention and renewal of existing services and ensuring billing accuracy. Coordinate with internal departments to ensure alignment with client goals and contractual requirements.

Responsibilities:

- Support achievement of sales objectives by partnering with Sales Director and Sales Engineer. Proactively manage clients' services that are up for renewal. Process renewal documents for customer and work closely with Offer Management for approval and signature.
- Dedicated to building strong relationships by serving as POC between internal operations and customer. Delegate projects to the CEC II and CEC I.
- Ability to contribute to the attainment of revenue objectives by managing orders from the sales stage through accurate billing by performing bill reviews. Participate and coordinate Quarterly Business reviews, submits and tracks billing tickets on customer behalf. Engage the Billing Overlay team. Responsible for maintaining tracker and reviewing open action items with clients.
- Effectively representing the customer to multiple departments and management levels within Lumen by understanding how Lumen's products meet their goals. Provide customer with access and training to online portal.
- Responsible for the project management of multiple Lumen departments such as Contracts, Pricing, Order Entry, Provisioning, Design, Installation and Billing on behalf of customer base.
- Created Quarterly Business review template for SLED organization.
- Created Customer Handbook for SLED organization.

2014-2018Account Consultant

Primarily focus on the day-to-day functionality of large Government/Education accounts. Dedicated to customers located in the state of New Jersey and Virginia including State of NJ and VITA. Responsible for order entry and implementation, billing, and customer deliverables. Single point of contact for over 30 clients, responsible for revenue and timely order implementation. Essential contact for all orders during the Provisioning and Implementation process. Coordinate and inform all parties during the Life Cycle Management phase.

Responsibilities:

- Manage the provisioning process to ensure circuits are completed within standard intervals.
- Monitors all orders to ensure that there are no provisioning delays or system generated errors. Escalate orders that are not on track with standard intervals and escalate to upper management within the Provisioning and Engineering organizations.
- Project manage small assignments and formulate a customized comprehensive spreadsheet, provide order tracker with open action items to the customer and account team, provide up to date status and information for all orders.
- Coordinate and schedule the test and turn up of circuit activations with the Customer, Sales Engineering and CenturyLink Provisioning.
- Play a key role in accurate and timely billing. This begins from the moment a contract is executed and continues through the life cycle of an account.
- Ensure that all Contractual requirements are understood and implemented in a timely manner. Verify the accuracy of all additions and changes by completing a first bill review with the customer. Take immediate steps to correct improper billing. Educate the customer on their invoice and the customer portal. Schedule monthly/quarterly Customer Service Reviews.

****ADDITIONAL PROFESSIONAL EXPERIENCE AVAILABLE UPON REQUEST****

EDUCATION

- Master of Business Administration
- Bachelor of Science, Business Administration

CERTIFICATIONS

- Information Technology Infrastructure Library (ITIL) Foundation v3m Certificate
- Information Technology Infrastructure Library (ITIL) Continuous Service Improvement Certificate

Alyson Jones Booher
Customer Care Manager III

SUMMARY

Responsible to develop, plan and manage the implementation activities for multiple, high to moderately complex transport circuit and voice projects for external/internal customers. Lumen Customer Care Managers (CCMs) have overall responsibility for the progress of assigned projects/processes within date management and scheduling guidelines.

EXPERIENCE / PROJECT WORK

10+ years with CenturyLink/Lumen Technologies, and more than 4 years-experience working as a CCM for Federal and SLED customers. Some of my projects include- SSA Transition from Networx to EIS, tracking and coordinating the implementation of transport and voice services for multiple universities, local governments and hospitals. I am accustomed to arranging and attending regular customer meetings, where I provide project status updates on a weekly or bi-weekly basis. I've established confidence with the customers and sales team I support, because I take pride in my work. I value relationships with my customers and co-workers.

2017-Present**Customer Care Manager III**

- Accountable for timely project completion and delivery.
- Create and track projects; escalate and track project issues; document progress and prepare status reports (metrics, summaries, etc.).
- Communicate critical dates and coordinate with external and internal schedules related to the activity and workload.
- Facilitate and conduct needs assessment meetings.
- Manages day-to-day operational aspects of a project and scope.
- Identify/analyze process risks and inefficiencies.
- Coordinate trouble resolution and implement changes to prevent problem recurrence.
- Analyze work plans and make recommendations for improved processes.
- Provide consistent feedback on improvement opportunities related to the process.
- Provide process management consulting and subject matter expertise to direct the activities of the project team.
- Lead to ensure that projects are high quality and meet the measures of success.

2014-2017**Federal Service Delivery Coordinator / Order Entry**

- Understanding Service Order requests by translating order information to order entry and service delivery platforms
- Tracking orders, and resolving holds for missing items
- Submitting IT Tickets for technical resolutions
- Writing Order Entry processes for Best Practices
- Communicating information to internal and external customers
- Working as a team
- Meeting project deadlines

2012-2014

Disconnect Agent / Service Delivery Coordinator

- Processed Disconnect Requests on an Order Entry level
- Communicating with internal and external customers
- Estimated and Assessed Contractual Term Liability Assessment (TLA) for Disconnected Services
- Submitted Billing Tickets for TLA, and for Late Disconnect Credits
- Worked a backlog of months-behind requests to a same-day work queue as a Team

2011-2012

Customer Care Representative, Call Center Environment

- Processed Service Order Requests on an Order Entry level
- Communicating with internal and external customers
- Call Center duties of placing orders, answering billing questions

TECHNICAL SKILLS

- Databases: Microsoft applications, Lumen Applications, Customer Portal
- External/Internal Scheduling and Coordination

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 and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. Specify any associated charge card processing fees, if applicable, to be billed to the university.

	Install/Delivery One-Time Charge	Monthly Recurring	Notes
Internet Access			
10 Gbps	\$0.00	\$1,380	701 Carrier & 951 Madison
100 Gbps	\$0.00	\$3,690	701 Carrier & 951 Madison
Internet Port & Logical			Rate per mbps
10 Gbps	\$0.00		\$0.2500
20 Gbps	\$0.00		\$0.1810
40 Gbps	\$0.00		\$0.1450
100 Gbps	\$0.00		\$0.1200
Remote Layer 2 Ethernet			
200 Mbps	\$0.00	\$2,357	Includes 10GB UNI at data center; 200Mbps UNI and EVC at remote Madison St. location
500 Mbps	\$0.00	\$2,754	Includes 10GB access, 500M UNI and EVC at remote Madison St. location
1 Gbps	\$0.00	\$3,173	Includes 10GB access, 1G UNI and EVC at remote Carrier Dr. location
5 Gbps	\$0.00	n/a 3G max	
10 Gbps	\$0.00	n/a 3G max	
ISDN PRI 23b + 1D			
IPVPN		\$375	Includes IPVPN 4mbps access, 100mbps port and Managed IAD
DID Number	\$0.00	\$0.08	Voice Complete
800 Number	\$0.00	\$1.00	Voice Complete
CCP	\$0.00	\$8.00	Voice Complete
Other Services			
Service Name	DDoS Service - On Demand	\$1,415	Optional, 100mbps
Service Name	Flow Based Monitoring	\$367	Optional, 100mbps
Service Name	Additional Clean Traffic Return Path	\$367	Optional, 100mbps
Service Name	Dark Fiber	ICB	Optional, ICB

*Pricing shown are based on 36 month term.

XI. ATTACHMENTS

- *Attachment A: Offeror Data Sheet*
- *Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan*

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 57 Months 2

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
The University of Virginia	10+ years	1827 University Ave, Charlottesville, VA 22903	Clayton Lockhart
George Mason University	10+ years	4400 University Dr, Fairfax, VA 22030	Cherie Galantis
George Washington University	10+ years	2121 I St NW, Washington, DC 20052	Andrew A. Davis
Virginia Commonwealth University	10+ years	901 W Franklin St, Richmond, VA 23284	Bill Jones
Virginia Tech	10+ years	925 Prices Fork Rd, Blacksburg, VA 24061	Steven Lee

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

Work Street Address	Work City	Work State	Work Zip Code	Comments
100 CENTURYLINK DRIVE	MONROE	LA	71203	Responsible for administering the contract
3865 WILSON BLVD	ARLINGTON	VA	22203	Supporting Office
44633 GUILFORD DR	ASHBURN	VA	20147	Supporting Office
324 W MAIN ST	CHARLOTTESVILLE	VA	22903	Supporting Office
811 INDUSTRIAL AVE STE REAR 101A UNIT B	CHESAPEAKE	VA	23324	Supporting Office

Work Street Address	Work City	Work State	Work Zip Code	Comments
2900 TOWERVIEW RD	HERNDON	VA	20171	Supporting Office
520 VAN BUREN ST	HERNDON	VA	20170	Supporting Office
1755 OLD MEADOW RD	MCLEAN	VA	22102	Supporting Office
2600 ELTHAM AVE	NORFOLK	VA	23513	Supporting Office
3909A CAROLINA AVE	RICHMOND	VA	23222	Supporting Office
4233 CAROLINA AVE BLDG B UNIT 18 AND 19	RICHMOND	VA	23222	Supporting Office
8145 STAPLES MILL RD	RICHMOND	VA	23228	Supporting Office
2151 HOLLINS RD NE	ROANOKE	VA	24012	Supporting Office

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: CenturyLink Communications, LLC, d/b/a/ Lumen **Preparer Name:** Lisa Lugar

Technologies Group (Lumen)

Date: 4/7/2025

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

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

Procurement Name and Number: RFP #FDC-1227: Internet Bandwidth Data and Voice Services

Date Form Completed: 4/7/2025

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

Offeror / Proposer:

CenturyLink Communications, LLC, d/b/a/
 Firm
 Lumen Technologies Group (Lumen)

100 CenturLink Drive, Monroe, LA 71203
 Address

Lisa Lugar / 804-298-7206
 Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
None					

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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APPENDICES

LUMEN®

Corporate Supplier Diversity Program



Diversity, Inclusion & Belonging

Program Overview December 5, 2019, Rev. 5

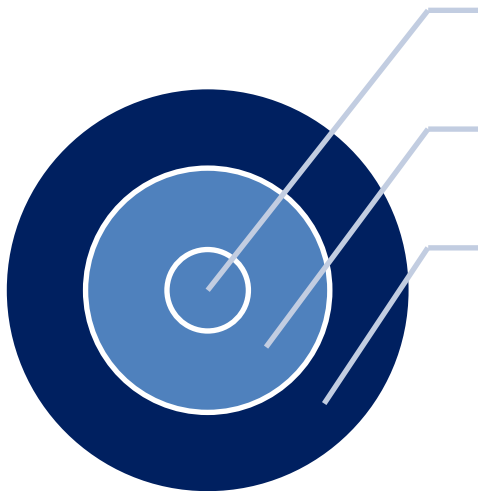
CORPORATE SUPPLIER DIVERSITY PROGRAM

Lumen Technologies Diversity as a Culture

Lumen recognizes that our future depends on reaching an increasingly diverse customer base globally. Therefore, we leverage the strengths of our core corporate principles and ideas of all our employees globally. Lumen demonstrates through many activities globally that the diversity of its workforce, supply base, and communities that we serve is a valuable part of the business.

Lumen has developed a unique corporate supplier diversity program to maximize its sourcing opportunities based on its corporate customers footprint.

Corporate Supplier Diversity Program Structure



Government Regulatory Compliance Programs

- Federal Commercial Subcontracting Plan Goals
State, Local, Municipalities, Public Utilities Commissions

Commercial Contacts Requirements

- 2nd Tier Subcontracting Goals of all classes

Corporate Social Responsibility "Communities"

- Corporate-wide driven diverse supplier goals
- Small & large diverse businesses
- International diverse businesses

MWDVLBE Diverse Business Classifications

SBE - Small Business Enterprise	MBE - Minorities Owned Business
SDB - Small Disadvantaged Businesses	WBE – Woman Business Enterprise
HUBZone – HUBZone Business Enterprise	SDVOB – Services Disabled Veteran Small Business
VOSB – Veteran-Owned Businesses	DOBE – Disabled Owned Business Enterprise
LGBTQ – Owned Businesses	LBE – Large Business Enterprise

Lumen Technologies' Corporate Supplier Diversity Policy

It is the policy of Lumen that acquiring goods and services from diverse businesses is a bottom-line business decision and a customer-driven component of our corporate strategy. Lumen expects our strategic partners to adopt similar policies and strategies.

Why do Corporations embrace Supplier Diversity?

1. Supplier Flexibility and Innovation:

- Competitive Pricing
- Customer First Approach

2. Competitive Advantage:

- Customers require and expect inclusive strategies in our global supply chain
- Customers RFPs want to know about our Global Supplier Diversity Program

3. Customer Loyalty:

- Commitment to Customer's expectations and the communities we serve
- An increasing number of Customers "Get It" and "Expect It,"
- An increasing number of Customers are diverse business owners

4. Strong Business Partnerships:

- Fills niche specialties/technical knowledge
- Offers new ideas and solutions
- Builds capacity and scale

Lumen Technologies Outreach Program

Lumen's external outreach program includes networking and active participation in local, regional, national, and global organizations and chambers of commerce across our national footprint in 37 states in the United States and globally.

Lumen Supply Chain maintains an external website for prospective and current suppliers concerning information and processes to become a valued supplier. The website can be located by clicking on the link: [How to become a diverse supplier with Lumen.](#)

1. **SBMWDVLBE** - Register your diverse business on our supplier diversity portal at link <https://lumen.quantumsds.com/accounts/login/?next=/>
2. **SBMWDVLBE** - Submit your capabilities statement to the global supplier diversity office at email: jay.wesley@lumen.com Ph: 720-888-1006
3. The Corporation Global Supplier Diversity Officer will review your capability statement and set up an appropriate time to discuss what value you can bring to Lumen's supply chain
4. The Global Supplier Diversity Office will be announcing **SBMWDVLBE** development programs throughout the year.

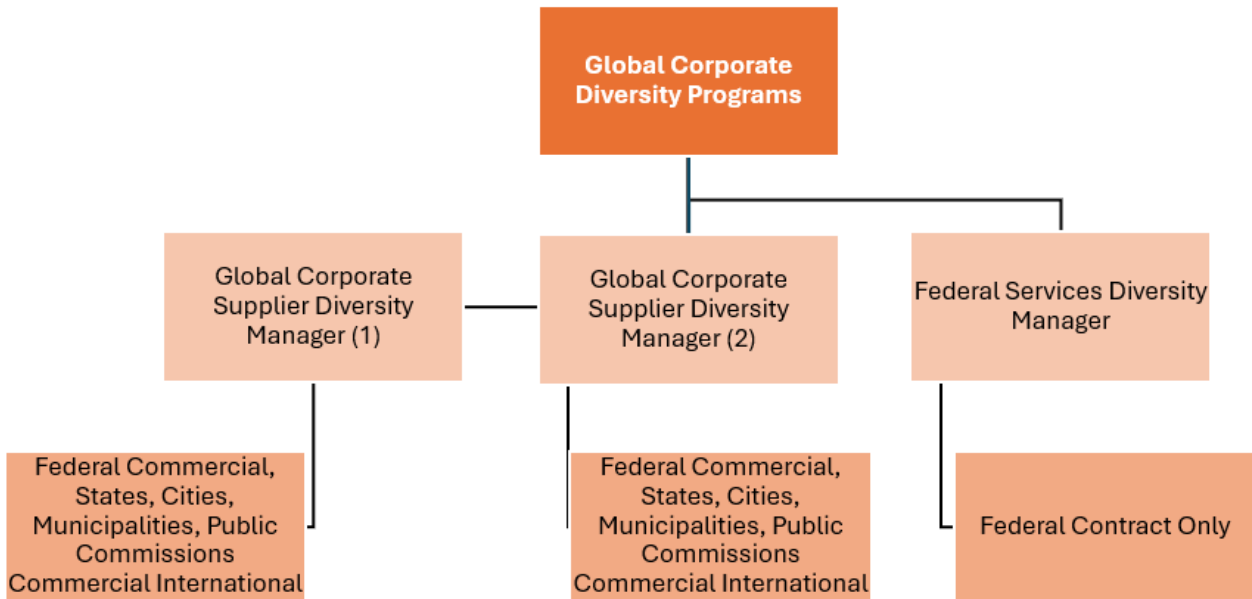
Lumen Technologies Diversity Council

The Lumen Diversity Council Steering Committee is chaired by the CEO and comprised of his senior leadership team. The council meets to drive his senior leadership team. The council meets to drive the company's diversity agenda and reinforces our core culture principles of recognizing employee contribution and improving lives in the communities we serve. Besides, the committee shares vital information and corporate direction with employees and the Board of Directors.

The Focus of the Diversity Council is:

- Talent Acquisition and Retention
- Advertising Opportunities to Support Diverse Communities
- Community Outreach and Involvement
- Supplier Partnership Development

**Lumen Technologies Global Corporate Supplier Diversity Office
Organization and Program Structure**

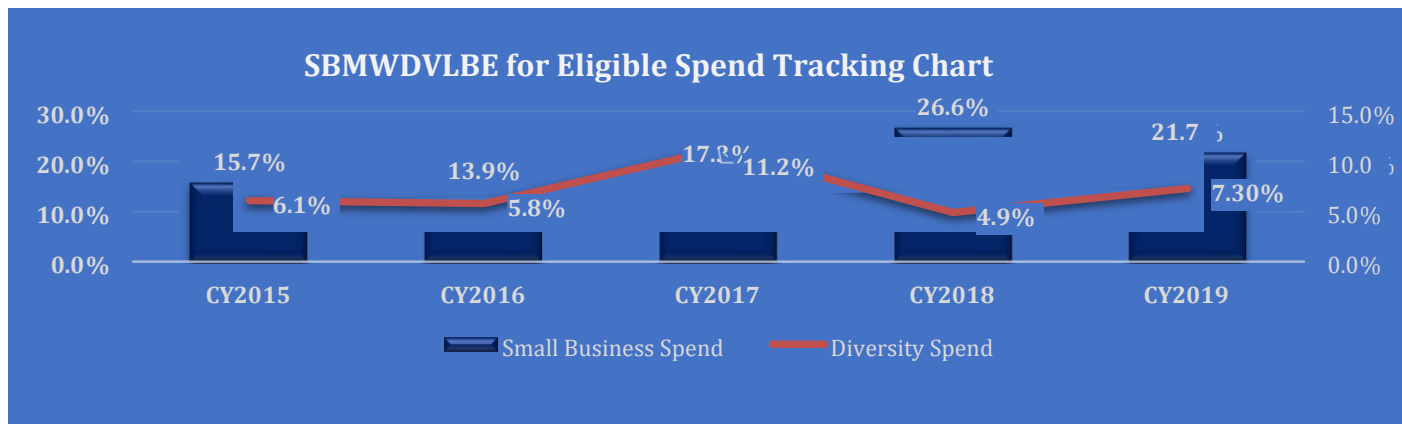


Lumen’s Global Corporate Supplier Diversity Organization is an integral component of our Supply Chain Management Team and reports directly to the leadership team.

Lumen strives to ensure that our suppliers help make their communities strong and viable through economic growth by which our customers and stakeholders ultimately benefit.

While some years have been challenging through mergers, acquisitions, and economy Lumen maintained its support of Minority, Woman and Disabled Veterans, HUBZone, LGBTQ, People with Disability Owned Business Enterprises (SBMWDVLBE).

Lumen maintains contact agreements with more than 3227 MWDVLBE’s, who are dependable partners in tough times, bringing value and strengthening our supply chain. Lumen values our relationship with them and how they help us meet our customer requirements.



2nd Tier Sourcing and Subcontracting Reporting

Lumen's procurement/supply chain/stakeholders' commitment to SBMWDVLBE utilization, our policy requires that all don't fall into MWDVLBE classifications prime suppliers with annual spend over \$700,000 provide a Subcontracting Plan with a minimum goal of 15%. While Lumen recognizes certain constraints exist in some commodity areas (identifying qualified SBMWDVLBE suppliers who meet requirements unique to the Telecom industry), Lumen expects a good balance of business distribution among SBMWDVLBEs and prime suppliers subcontracting to diverse vendors.

Corporate Supplier Diversity Program Development

- Know what the corporation buy(s) and what you offer to fix their need
- Understand corporation and supply chain culture(s)
- Understand procurement/supplier chain/stakeholders pain points
- Knowing the procurement cycle (s)
- Justify a joint Return on Investment (ROI)
- Diverse suppliers demonstrate an improvement over the current state
- Demonstrate that they can add value
- Deliver a quality product on time

Tangible Developments:

1. Quality Control
 - Best in class organizations require 98% - 100% quality rating
2. Product or Service Delivery
 - On-time delivery is essential to a productive work environment
3. Process Improvement
 - Identify and remove waste; identify areas of cost savings
 - Improve Productivity

Corporate Supplier Diversity Awards and Recognitions

Lumen is proud of the awards we have won over the years for our ongoing commitment to diversity and small business development:

- 2019 NaVOBA Best Corporation for Veteran's Business Enterprises
- 2019 National Corporation of the Year Nomination-National Minority Supplier Development Council
- 2017 National Corporation of the Year Nomination-National Minority Supplier Development Council.
- 2016 Nomination National Corporation of Year-Women's Business Enterprise National Council and National Minority Supplier Development Council
- 2016 Regional Corporation of Year - Mountain Plains Minority Supplier Dev. Council
- 2016 Indian Country Business Advocate – Rocky Mountain Indian Chamber
- 2016 Circle of Excellence - Arizona Hispanic Chamber of Commerce
- 2015 Nomination National Corporation of Year – Women's Business Enterprise National Council and National Minority Supplier Development Council
- 2015 Nomination Corporate Executive of Year – Colorado Black Chamber of Commerce
- 2015 Nomination Corporate Executive of Year – Colorado Black Chamber of Commerce
- 2015 Indian Country Business Advocate – Rocky Mountain Indian Chamber of Commerce
- 2015 Circle of Excellence - Arizona Hispanic Chamber of Commerce
- 2015 Top Supplier Diversity Program - Minority Business News USA



Quote from our President and CEO on the importance of Corporate Supplier Diversity

“At Lumen, we believe that diversity is not only a cultural imperative, but also a strategic advantage. We are committed to fostering a culture of IDEAS: Inclusion, Diversity, Equity, Allyship and Social Impact. This means that we value and celebrate the differences that make us unique, we foster a sense of belonging and respect for everyone, we ensure fair and equal opportunities for all, we support and empower each other to grow and thrive, and we contribute to positive change in our communities and the world. This is true for our internal workforce as well as our supplier base. Supplier diversity is a key element of our procurement strategy, and every Lumen employee is responsible for providing opportunities to diverse suppliers.” Kate Johnson President and CEO of Lumen

Lumen Service Level Agreement

“Lumen” is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service. Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

1. Availability Tiers.

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	<ul style="list-style-type: none"> • Unprotected Wavelength Service • Off-Net Unprotected EPL Service within North America • On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable • Third Party Internet Service in Latin America
SILVER	<ul style="list-style-type: none"> • Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services outside North America (“Silver Internet”), • Off-Net MPLS (IPVPN and VPLS) Services outside North America (“Silver MPLS (IPVPN and VPLS)”) • Standalone Managed Service • Standalone Edge Gateway Service • Lumen Hosted Gateway Service • Broadband Internet Access with Backup Cellular Internet Access • Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or • Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • Third Party Internet Service in Europe
GOLD	<ul style="list-style-type: none"> • Protected Wavelength Service • On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, • Off-Net Internet Services in North America and all On-Net Internet Services regardless of the global region (collectively “Gold Internet”), • Off-Net MPLS (IPVPN and VPLS) Services in North America and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (collectively “Gold MPLS (IPVPN and VPLS)”) • Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** • Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** • IPVPN On-Demand, or • Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or • Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site • Internet On-Demand
PLATINUM	<ul style="list-style-type: none"> • On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, • On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, • eLynk, or • Ethernet On-Demand
PLATINUM MANAGED SERVICE***	<ul style="list-style-type: none"> • High Availability Managed Services*****

* Any references to North America mean the United States and Canada.

** Any references to Latin America include Mexico.

*** Lumen SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

***** High Availability for Lumen SASE Service using Lumen Hosted Gateway is not available. However, if Customer orders more than one Lumen Hosted Gateway and configures the services to create a failover design, the Platinum Managed Service Level applies.

2. Service Availability Service Level.

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS), Internet On-Demand, or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS), Internet On-Demand, or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for any satellite internet service, Standalone Broadband Internet Access, Primary Cellular Internet Access, Temporary Primary Transport, or Ethernet Leased Line. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service in Asia-Pacific, Third Party Internet Service in Africa and the Middle East, Third Party Internet Service in the countries and territories in the Caribbean, or Third Party Wavelength Service. For Third Party Internet Service in Asia-Pacific and countries and territories in the Caribbean and all Ethernet Leased Line service, Customer may report faults and/or outages in Third Party Internet Service and Ethernet Leased Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. For Third Party Wavelength Service, Lumen will pass through to the Customer any applicable Service Level credits Lumen receives from a third-party provider for Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 - 01:00:00 = 20% 01:00:01 - 02:00:00 = 30% 2:00:01 - 3:00:00 = 40% 3:00:01 - 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 - 00:43:00 = 10% 00:43:01 - 04:00:00 = 20% 04:00:01 - 08:00:00 = 30% 08:00:01 - 12:00:00 = 40% 12:00:01 - 20:00:00 = 50% 20:00:01 or greater = 100%
SILVER	99.9%	00:43:21 - 04:00:00 = 10% 04:00:01 - 8:00:00 = 20% 08:00:01 - 12:00:00 = 30% 12:00:01 - 16:00:00 = 40% 16:00:01 - 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 - 10:00:00 = 10% 10:00:01 - 14:00:00 = 20% 14:00:01 - 18:00:00 = 30% 18:00:01 - 22:00:00 = 40% 22:00:01 - 26:00:00 = 50% 26:00:01 or greater = 100%

3. Delivery Service Level.

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for IPVPN On-Demand, Ethernet On-Demand or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (ii) a Lumen SASE Solutions software license within 24 hours of the SASE Delivery Confirmation Notice (including ZTNA licenses) or within 24 hours of Customer’s completion of technical data gathering for Lumen Hosted Gateway, or (iii) Lumen SASE equipment within 15 business days of Customer’s completion of technical data gathering. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1, Table 3.2.1, or Table 3.2.2. If Customer’s Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Delivery Service Level. Instead, this Delivery Service Level is Customer’s sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services, Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand or to Third Party Internet Service.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Internet On-Demand, IPVPN On-Demand, Ethernet On-Demand, and Lumen SASE Solutions.

Table 3.1.1

Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Delivery Service Level for Lumen SASE Solutions.

3.2.1 Table 3.2.1 SASE Software License

Hours After Delivery Confirmation Notice	Service Level Credit of Software License MRC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.2.2 Table 3.2.2 Lumen Hosted Gateway

Hours After Completion of Technical Data Gathering	Service Level Credit of Lumen Hosted Gateway MRC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.2.3 SASE Equipment.

If SASE Equipment is not delivered within 15 business days of Customer’s completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

4. Performance Service Level.

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet, Third Party Internet Service, and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet, Wavelength Service, or Third Party Internet Service.

4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP. Lumen’s service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service and Internet On-Demand are not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence (“POPs”) in a given region.

Table 4.1.1 Ethernet On-Demand, IPVPN On-Demand, eLynk and Internet Services except for Fiber+ Internet.*

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra-United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
Europe to Asia^	<345ms	<3ms

* Internet Service and Internet On-Demand are not eligible for the Jitter Service Level.

** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

**** Region is not available for Internet Service.

^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand and eLynk. For IPVPN On-Demand, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

*Appendix 1 sets forth the "City Pair" monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet.

Region	Packet Delivery
Global	99.95%

4.2 Packet Delivery, Latency and Jitter Service Levels ("End to End Service Level"). Internet Service, Internet On-Demand and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with coax, DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter

excludes any time period that Customer's total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 4.2.1 End-to-End Service Levels.

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 4.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

Table 4.2.2 Loop Factor Latency Table.

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms
101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

4.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 4.3.1

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%

Latency	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
	Delay Exceeding Latency Service Level	
Jitter	Delay Exceeding Jitter Service Level	
	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

5. Managed Services and Edge Gateway Service Service Level.

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services, and Edge Gateway Service.

5.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Delivery Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit. This Change Management Service Level does not apply to Edge Gateway Service. This Change Management Service Level does not apply to Self-Managed Lumen SASE Service.

Table 5.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed SASE Service.

Table 5.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%

4	40%
5 or more	50%

5.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service or Self-Managed Lumen SASE Service.

Table 5.3.1

Managed Service	Response Time
Managed Network Service and Edge Gateway Service	Within 4 hours of Customer’s response to the initial Critical Incident notification
Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki and Lumen SASE Solutions with Pro-Managed Service	Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 5.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks, Customer applications hosted on the Edge Gateway Service, Managed Network Service in Europe or Latin America, Lumen Hosted Gateway Service, or Self-Managed Lumen SASE Service.

Table 5.4.1 Time To Resolve Service Level.

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity.

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 5.4.3 Time To Resolve Service Level Credits Medium Severity.

Service Impacted Hours	Service Level Credit of Managed Service MRC
------------------------	---

12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 5.4 Time to Resolve Service Level Credits Low Severity.

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. “problem dispatch”), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer’s failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 5.5.1

Zone	Managed Device Replacement Service Level
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 5.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer’s pre-existing CPE maintenance agreement at Customer’s expense.

6. Chronic Outage Service Level.

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order.

Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Internet On-Demand, Ethernet On-Demand, or IPVPN On Demand.

7. Credit Request Process.

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the Affected Service.

8. Limitations.

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service Service Levels do not apply during the first 3 days following the Service Commencement Date or, if Lumen SASE Service, the Service Ready Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

9. Definitions.

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service or satellite internet service and 24x7 monitoring and management of the broadband service. Satellite internet service is not eligible for service level credits.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Internet On-Demand, Ethernet On-Demand and IPVPN On-Demand Service billed on an hourly basis instead of a monthly recurring charge.

"Cellular Internet Access" is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

"City Pair" is defined as the "City Pair" monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

"Converged Service" is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Customer Commit Date” is defined as the date by which Lumen will install Service. If Customer’s service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

“Edge Gateway Service” is defined as Lumen Edge Gateway Services, which may also be called “Adaptive Virtual Services Premises-Lumen Edge Gateway” or “Adaptive Virtual Services Premises” on ordering, invoicing, or other documentation.

“Enterprise Access Service” is defined as Broadband Internet Access Service or Cellular Internet Access Service.

“Excluded Delay” is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen’s lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer’s failure to timely provide complete configuration information (g) Customer’s failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen’s third party providers or (j) force majeure events.

“Excused Outage” is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen’s lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen’s termination of Service for cause or Customer’s use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration; (k) Customer’s failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

“Hard Change Request” is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

“High Availability Managed Service” is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

“Jitter” is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

“Incident” is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

“Internet Service” is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

“Latency” is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

“Managed Device” is defined as an eligible CPE device managed as part of a Managed Service.

“Managed Service” is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, Managed Network Service, or Lumen SASE Solutions.

“MPLS (IPVPN and VPLS) Service” is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

“Network Service” is defined as Internet Service, Internet On-Demand, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Ethernet On-Demand, IPVPN On-Demand, and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

“Off-Net” is defined as local access Service not provided on the Lumen owned and operated network.

“On-Net” is defined as local access Service provided on the Lumen owned and operated network.

“Packet Delivery” means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

“Primary Cellular Internet Access” is defined as Cellular Internet Access without any other Lumen provided access method at Customer’s site. Primary CIA may appear as Enterprise Wireless Access Service (“EWAS”) on ordering invoicing or other documentation.

“Protected Wavelength Service” means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Wavelength Services, Service Unavailability means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds (“SESS”) on the affected Wavelength Service until the first of ten (10) consecutive non-SESSs as defined by accepted industry standards. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Service Ready Date” is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

“Standalone Edge Gateway Service” is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party provider(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network.

“Third Party Wavelength Service” is defined as a Wavelength Service provided entirely by Lumen’s third party provider(s).

“Unprotected Wavelength Service” means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

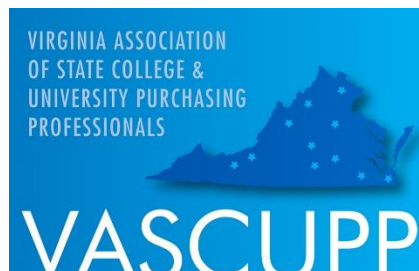


Request for Proposal

RFP# FDC-1227

Internet Bandwidth Data and Voice Services

February 26, 2025



REQUEST FOR PROPOSAL
RFP# FDC-1227

Issue Date: **February 26, 2025**
Title: **Internet Bandwidth Data and Voice 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 Three Years (Renewable)

Sealed Proposals Will Be Received Until **2:00 PM on March 26, 2025, for Furnishing The Services Described Herein. (See Special Terms & Conditions “D. Late Proposals”)**

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

All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm: _____
By: _____
(Signature)
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-1227

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Internet Bandwidth Data and Voice Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (3) year with an option to renew (7) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

James Madison University has two 10Gbps circuits that provide primary commodity internet for the university. These connections are located in the Wilson Hall Building on the West side of campus and the Engineering and Geoscience Building on the East side of campus. JMU is currently load balancing between the two connections and has an automatic failover if one goes down or stops sending packets.

Wilson Hall
951 Madison Dr.
Harrisonburg, VA 22801

Engineering & Geoscience
701 Carrier Dr.
Harrisonburg, VA 22807

JMU presently has four off-campus locations with each location having two redundant point-to-point circuits at the indicated bandwidth that provide layer two connectivity to campus terminating to the Engineering and Geoscience building.

1070 Virginia Ave
Harrisonburg, VA 22802
1 Gbps

1401 Technology Drive
Harrisonburg, VA 22802
200 Mbps - We anticipate moving to 1Gbps after award of contract

1127 W Bruce St
Harrisonburg, VA 22801
1 Gbps

1598 S. Main St.
Harrisonburg, VA 22801
200 Mbps - We anticipate moving to 1Gbps after award of contract

JMU has two traditionally delivered ISDN PRI voice circuits with ten thousand associated Direct Inward Dial numbers. Each circuit is comprised of one D channel and 23 B channels with inbound rollover between the circuits. The current coding is ESF B8ZS. It is anticipated that these services will transition to SIP during the life of this contract. The circuits terminate at the following locations.

Wilson Hall
951 Madison Dr.
Harrisonburg, VA 22801

Engineering & Geoscience
701 Carrier Dr.
Harrisonburg, VA 22807

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

In response to the continued demand for internet bandwidth and ever-increasing attempts of bad actors to deny service, steal or ransom data and otherwise cause havoc, JMU has determined to diversify internet and data services by partnering with multiple internet service providers. Our intent is to procure/award (1) primary 10 Gbps of internet service to two different internet service providers. We may or may not award any, all, or part of our off-campus location data or voice service to multiple providers or to the vendors that are awarded the 10Gbps primary service. Vendors may provide pricing on any, all, or only part of the services being sought.

A. Internet Bandwidth Services

JMU has determined the following should provide the required service that would scale into the foreseeable future. Provide all information requested below.

1. Describe how (1) 10 Gbps can be provided and scaled to 100 Gbps.
2. Describe how commodity Internet bandwidth is provided in the amounts described above.
3. Describe how bandwidth is provisioned and de-provisioned upon JMU request. Include timeframes to deliver these requests.
4. Describe how BGP (Border Gateway Protocol) can be configured to work with JMU and a second ISP.
5. Provide information regarding company's 24 by 7 Network Operations Center and maintenance windows.
6. Describe how IPV6 requirements are met.
7. Describe the installation procedure, time to delivery, and any guarantees.
8. Describe Service Level Agreement (SLA) and provide a copy of your SLA with your proposal submission. Include any priorities that will be given to restoring JMU services in the event of an area or regional natural disaster.
9. Describe network availability and notification guarantee.
10. Describe network latency guarantees.
11. Describe Packet Delivery guarantee.

B. Technical

1. Provide Backbone infrastructure map including the following:
 - a. Indicate trunk capacities and infrastructure topology.
 - b. Circuit sizes

- c. Peering information including any policies.
 - d. Diagrams of your standard POP (Point of Presence) Infrastructure.
 - e. Provide any plans for upgrading existing infrastructure in the next 24 months.
2. Include your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures.

C. Off-Campus Data Circuits

JMU currently requires 200mbs or faster high-speed data circuits to four off-campus locations. The number and location of remote sites change periodically. JMU only implements high-speed options at sites that need such service for a given period. The current locations are:

- 1070 Virginia Ave Harrisonburg, VA 22802
- 1401 Technology Drive Harrisonburg, VA 22802
- 1127 W Bruce St Harrisonburg, VA 22801
- 1598 S. Main St. Harrisonburg, VA 22801

1. Describe service being offered in detail including the circuit, the service, hardware, minimum durations of service, installation lead times, cost for each location and any items JMU will be required to provide.
2. JMU may purchase or lease additional properties. Describe in detail how pricing would be determined should the university purchase additional properties. Describe any areas near the university that could not be serviced if so requested.
3. Specify the guaranteed-up time of the service proposed. Give specific detail of how compensation is made for down times beyond that stated in the guarantee.
4. Describe any discounts or restrictions that may apply for the number of sites placed in service.
5. Describe how both routine and emergency maintenance actions are scheduled.
6. Describe how JMU circuits can affect and be affected by other organizations.

D. Voice Service

1. Indicate your ability to deliver and support the service as described.
2. Indicate any changes JMU would be required to make to accommodate your service.
3. Describe the installation procedure, time to delivery and any guarantees.
4. Indicate your maintenance period and any notification process.
5. Describe your number porting procedure.
6. If different from your ISP or Data Services, describe your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures.

E. General

1. Indicate the length of time your company has been operating, your research and development funding, and approach to remaining current with technology.
2. Describe the expected scope and future direction of your company over the next three to five years.
3. Provide a list of clients and current projects.
4. JMU may have a future need and is interested in the possibility of leasing dark fiber. Please provide pricing details in Section X. Pricing Schedule.
5. JMU is interested in developing a strategic relationship with the successful vendors. Provide information regarding ideas on how such a relationship can prove mutually beneficial.

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.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

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. **ELECTRONIC SUBMISSION:**
 - i. **ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.
 - ii. eVA Procurement Website and Registration the Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, <http://www.eva.virginia.gov>. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.
 - iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, **INCLUDING ALL ATTACHMENTS**. PDFs must be submitted in an unlocked format. **Any proprietary information** should be clearly marked in accordance with Section V.4.e below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - iii. 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.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted 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.

3. 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.
4. 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. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. 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. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the

performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment

obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of

increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: \$100,000

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

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

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

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

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

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

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

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

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

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

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

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic ,

but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

Name of Offeror	Due Date	Time
_____	_____	FDC-1227
Street or Box No.	RFP #	
_____	Internet Bandwidth Data and Voice Services	
City, State, Zip Code	RFP Title	
_____	_____	

Name of Purchasing Officer: Doug Chester

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 via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of seven (7) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. **SUBMISSION OF INVOICES:** All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty-day period will not be processed for payment.
- H. **OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS:** Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. **COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD 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 SBSBD 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 or swamreporting@jmu.edu .**
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 or swamreporting@jmu.edu .** 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 or swamreporting@jmu.edu .**

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. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. 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.
- S. 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.

T. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

U. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

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 and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university.

	Install/Delivery One-Time Charge	Monthly Recurring	Notes
Commodity Internet			
10 Gbps			
Commodity Internet Upgrade to:			
20 Gbps			
30 Gbps			
40 Gbps			
50 Gbps			
60 Gbps			
70 Gbps			
80 Gbps			
90 Gbps			
100 Gbps			
Remote Layer 2 Ethernet			
200 Mbps			
500 Mbps			
1 Gbps			
5 Gbps			
10 Gbps			
ISDN PRI 23b + 1D			
DID Number			
800 Number			
Other Services			
Service Name			
Service Name			
Service Name			
Service Name			

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date:_____

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

If yes, certification number: _____ Certification date:_____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

_____ Firm _____ Address _____ Contact Person/No. _____

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)



March 18, 2025

**ADDENDUM NO.: ONE
TO ALL OFFERORS:**

REFERENCE: Request for Proposal No: **RFP# FDC-1220**
Dated: **February 26, 2025**
Commodity: **Internet Bandwidth Services**
RFP Closing On: ~~**March 26, 2025 at 2:00 p.m. (Eastern)**~~
April 9, 2025 at 2:00 p.m. (Eastern)

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

The RFP due date has been extended and is now closing to April 9, 2025, at 2:00 p.m.

1. For the voice services, are you interested in SIP services now? If so, how many Concurrent Call Sessions?

Answer: JMU is not interested in SIP service at this time.

2. Can you share any PBX information?

Answer: The PBX is an NEC SV9500.

3. Is the current PBX IP capable?

Answer: Yes.

4. If the PBX is IP capable, is it also IP enabled?

Answer: Yes.

5. JMU asks for the vendor to describe the ability to deliver and support the services as described. The vendor is unable to locate a description of voice service requirements. Can JMU please provide this?

Answer: We are asking for ISDN PRI service. JMU has two traditionally delivered ISDN PRI voice circuits with ten thousand associated Direct Inward Dial numbers. Each circuit is comprised of one D channel and 23 B channels with inbound rollover between the circuits. The current coding is ESF B8ZS.

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

6. Is JMU asking to replace the two ISDN PRIs or provide SIP trunking?

Answer: Replace the ISDN PRI.

7. Would JMU be willing to consider an existing VASCUPP cooperative agreement instead of the terms within the RFP? Or in the alternative, will JMU consider the vendor's standard master service agreement with the inclusion of applicable service schedules as a contract base in addition to the Purchasing Manual terms of the RFP?

Answer: Yes to both options.

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

Sincerely,

Doug Chester, VCO
Buyer Senior
Phone: (540-568-4272)






James Madison University Master Services Agreement RFP FDC-1227

Final Audit Report

2025-12-08

Created:	2025-12-08
By:	Lisa Lugar (lisa.lugar@lumen.com)
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