



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7260

This contract entered into this 1st day of August 2025, by Shenandoah Cable Television, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From August 1, 2025, through July 31, 2028, with seven (7) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal RFP FDC-1227 dated February 26, 2025
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One – March 18, 2025
(3) The Contractor's Proposal dated April 9, 2025, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated July 17, 2025

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

CONTRACTOR:
Signed by:
By: Craig Venable
713716F6BA8C49E3
(Signature)
Craig Venable
(Printed Name)

PURCHASING AGENCY:
Signed by:
By: Doug Chester
71ED112D69614B1...
(Signature)
Doug Chester
(Printed Name)

Title: VP Sales

Title: Buyer Senior



**RFP # FDC-1227 Internet Bandwidth Data and Voice Services
Negotiation Summary for Shenandoah Cable Television, LLC
July 17, 2025**

1. Contractor’s Pricing Schedule for off-campus locations is as follows:

MAAP Telecom Mail Services 1Gbps EPL with Redundant Connection		1070 Virginia Avenue, Harrisonburg, VA 22802			
Service	Description	A Location	Z Location	Qty	Monthly Price
1GB EPL	1Gbps Ethernet Private Line – Primary Connection	JMU – Telecommunications 1070 Virginia Avenue Harrisonburg, VA 222802	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$750.00
1GB EPL	1Gbps Ethernet Private Line - Redundant Connection	JMU – Telecommunications 1070 Virginia Avenue Harrisonburg, VA 222802	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$550.00

Technology Drive 1Gbps EPL with Redundant Connection		1401 Technology Drive, Harrisonburg, VA 22802			
Service	Description	A Location	Z Location	Qty	Monthly Price
1GB EPL	1Gbps Ethernet Private Line – Primary Connection	JMU – Technology Drive 1401 Technology Drive Harrisonburg, VA 22802	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$750.00
1GB EPL	1Gbps Ethernet Private Line - Redundant Connection	JMU – Technology Drive 1401 Technology Drive Harrisonburg, VA 22802	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$550.00

Ice House 1Gbps EPL with Redundant Connection		127 W. Bruce Street, Harrisonburg, VA 22801			
Service	Description	A Location	Z Location	Qty	Monthly Price
1GB EPL	1Gbps Ethernet Private Line – Primary Connection	JMU – Ice House 127 W Bruce Street Harrisonburg, VA 22801	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$750.00
1GB EPL	1Gbps Ethernet Private Line - Redundant Connection	JMU – Ice House 127 W Bruce Street Harrisonburg, VA 22801	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$550.00

The Breeze 1Gbps EPL with Redundant Connection		1598 S. Main Street, Harrisonburg, VA 22801			
Service	Description	A Location	Z Location	Qty	Monthly Price
1GB EPL	1Gbps Ethernet Private Line – Primary Connection	JMU - The Breeze 1598 S Main Street Harrisonburg, VA 22801	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$750.00
1GB EPL	1Gbps Ethernet Private Line - Redundant Connection	JMU - The Breeze 1598 S Main Street Harrisonburg, VA 22801	JMU – King Hall/ ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$550.00

Total Non-Recurring Charges	\$0.00	Total Monthly Recurring Charges	\$5,200.00
------------------------------------	---------------	--	-------------------



**RFP # FDC-1227 Internet Bandwidth Data and Voice Services
Negotiation Summary for Shenandoah Cable Television, LLC
July 17, 2025**

Notes

Deliver 1Gbps Ethernet Private Line (EPL) to four (4) off-campus locations with 1Gbps redundant connections at each of the four (4) locations from ZLOC 701 Carrier Drive, Harrisonburg, VA 22807

A total of eight (8) 1Gbps Ethernet Private Lines (EPLs) will be delivered.

ALOC for off-campus locations:

1. MAAP Telecom | 1070 Virginia Avenue, Harrisonburg, VA 22802
2. Technology Drive | 1401 Technology Drive, Harrisonburg, VA 22802
3. Ice House | 127 W Bruce Street, Harrisonburg, VA 22801
4. The Breeze | 1598 S Main Street, Harrisonburg, VA 22801

Pricing is based on bundled services with a 36-month term.

Note: Customer will provide Point-of-Entry with an unencumbered path to the telco space, space/material to mount site equipment, and power within 6 feet of equipment.

2. Parties agree that items within this Negotiation Summary modify RFP #FDC-1227 and the Contractor's response to RFP #FDC-1227 and that this Negotiation Summary takes precedence in conflict.
3. Contractor agrees that all exceptions taken within their initial response to RFP #FDC-1227 that are not explicitly addressed within this negotiation are null and void.
4. 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.



Internet Bandwidth Data and Voice Services proposal

April 9th, 2025



Dear Doug,

Glo Fiber is excited to be given additional opportunities to be a part of James Madison Universities growing data and communications needs. As a leading company providing data and telecom solutions in and around the Shenandoah Valley, we are well positioned to support the current and future needs for JMU with Dedicated Internet (DIA), Ethernet Private Lines (EPL's) Primary Rate Interface (PRI) voice products and much more. In addition, as a local company, we provide a local approach. Our team members, from executive staff to technicians in the field, work, live and play in the areas we service.

Inside this RFP, you will find:

- 1) JMU RFP with Glo Fiber's detailed responses
- 2) A Network/PRI Solution diagram
- 3) Master Service Agreement Exhibit's A and C
- 4) Infrastructure Diagram
- 5) POP Floor plan
- 6) NOC Contacts & Escalation list
- 7) Appendix A: Sample Time Line DID porting process example
- 8) Appendix B: 12 Month VASCUPP Sales
- 9) Quotes for Service (Q-14892, Q-14569, Q-14640)

Thank you for the opportunity to expand our partnership with JMU. We look forward to continue building and strengthening our relationship, providing state-of-the-art data and voice products and position JMU for the ever-increasing demands for fast, reliable data. Please feel free to reach out with any follow-up or questions.

Sincerely,

Audrey Bright -Director

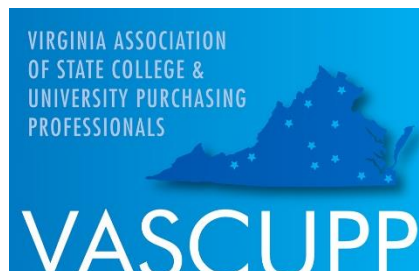


Request for Proposal

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:

Shenandoah Cable Television LLC

PO Box 459

Edinburg, VA 22824-0459

Date: 04/09/2025

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

Email: Audrey.bright@glofiber.com

Signed by:
Audrey Bright
72B08C608B10412...
(Signature)

Name: Audrey Bright
(Please Print)

Title: Director

Phone: (540) 335-9262

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 AB #2 AB #3 AB #4 AB #5 AB (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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-4
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-7
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8-14
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14-18
IX.	METHOD OF PAYMENT	Page	18
X.	PRICING SCHEDULE	Page	19
XI.	ATTACHMENTS	Page	19
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

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.

(Please see JMU Network diagram included in RFP packet for complete solution layout)

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.
 - A 10 Gbps link can be bundled using LAG (Link Aggregation) to scale up to 40 Gbps.
 - Site equipment will include a robust T-METRO 8104 (T8104Q) that provides an interface with four (4) 100G ports and forty (40) 10GBE ports.
 - The T8104Q site equipment will future-proof JMU for future data growth.
 - Optical solutions such as DWDM would allow multiple 100G wavelengths on fiber.
 - https://www.telco.com/wp-content/uploads/2021/03/T-Metro_8104_DataSheet_-_v14.pdf

2. Describe how commodity Internet bandwidth is provided in the amounts described above.
 - Shentel is a Tier-2 ISP that purchases transit from Tier-1 providers. (Arelion and NTT)
 - Bandwidth is delivered via dedicated or shared circuits to a Point of Presence (PoP).
 - Traffic exits through Ashburn, VA, and Atlanta, GA, with balanced routing using BGP.

3. Describe how bandwidth is provisioned and de-provisioned upon JMU request. Include timeframes to deliver these requests. Upgrades, moves, changes to existing service or adding new service requests will be handled through your Account Executive Louis Sanchez. Requests are responded to within a 24 hour business day period. Delivery to upgrades or downgrades in bandwidth can usually be done 48 business hours upon confirmation of request.

4. Describe how BGP (Border Gateway Protocol) can be configured to work with JMU and a second ISP.
 - JMU must have an ASN (Autonomous System Number) and its own IPv4/IPv6 prefixes.
 - They should establish BGP peering sessions with both ISPs.
 - Traffic can be controlled using AS path prepending, MED, and local preference.
 - Prefix filtering and routing policies should be implemented to avoid route leaks.

5. Provide information regarding company's 24 by 7 Network Operations Center and maintenance windows.
 - Refer to Exhibit A, sections 4 and 5 for maintenance window detail.

6. Describe how IPV6 requirements are met.
JMU should run Dual Stack IPv4/IPv6 to allow connectivity to both protocols.
IPv6 prefix assignment should be at least a /48 or /44 for organizational use.
Routing should be managed via BGP, with proper IPv6 peering and filtering.
If translation is needed, NAT64 or 464XLAT can be deployed for legacy IPv4 compatibility.
7. Describe the installation procedure, time to delivery, and any guarantees. Shentel will provide a designated Project Manager assigned manage the delivery of any and all services based of signed service order. The PM will be the primary POC through the duration of the service delivery window and will coordinate all installation activities, including, but not limited to: outside plant, inside plant, equipment installation, core/access engineering. Time to delivery window ~ 90 days from signature.
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. Refer to exhibit A on the attached MSA (Master Service Agreement)
9. Describe network availability and notification guarantee. Refer to exhibit A, section 6 on the attached MSA
10. Describe network latency guarantees. Refer to exhibit C section 6 on the attached MSA
11. Describe Packet Delivery guarantee. Refer to exhibit C section 6 on the attached MSA

B. Technical

1. Provide Backbone infrastructure map including the following:
 - a. Indicate trunk capacities and infrastructure topology. Refer to attached PDF “Infrastructure Map”
 - b. Circuit sizes Refer to attached PDF “Infrastructure Map”
 - c. Peering information including any policies. Refer to attached PDF “Infrastructure Map”
 - d. Diagrams of your standard POP (Point of Presence) Infrastructure. Refer to attached PDF “Typical POP Floor plan”
 - e. Provide any plans for upgrading existing infrastructure in the next 24 months. Refer to attached PDF “Infrastructure Map”
- 1) Include your NOC (Network Operations Center) services, manufacture and model of your trouble ticket system and the NOC escalation procedures. The Shentel NOC provides 24 hour monitoring of the services delivered to the commercial/enterprise customer. We will notify the customer about upcoming maintenance activity, any outage impacting the customer, and when we see the service restore. We will also provide support for any requested changes or issues that may arise with the service and ask that all inquiries be either emailed or called into the NOC. We utilize Blue Planet Inventory as our Network Inventory platform which is setup to assist with impact analysis during outages and maintenance activities. Our ticket system is Service NOW (SNOW) which utilizes NESA collectors for alarm collection from all of the equipment in the network. See attached Shentel NOC Escalation List.

2.

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.

EPL (Ethernet Private Line) Circuits will be delivered via Fiber to Telco Systems T-Marc 3348 10 Gigabit Demarcation Devices

Installation Lead times are 70-90 days.

JMU will be required to meet site requirements, pathway from building point of entry to termination point (Network Room) with a minimum 1 ½” conduit with a pull string, plywood backboard and/or sufficient network rack space for Shentel network equipment. Power outlets within 6 feet of plywood/network rack.

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.

Capital expenses and contract terms determine how we can deliver Shentel services to additional addresses. Shentel has many fiber assets throughout the City of Harrisonburg and Rockingham county. We have an in-house technical design team that evaluates each address opportunity to determine the best cost to deliver services.

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. **Refer to exhibit A, section 8, on attached MSA**
4. Describe any discounts or restrictions that may apply for the number of sites placed in service. **Bundling services in multiple locations enables Shentel to provide discount pricing.**
5. Describe how both routine and emergency maintenance actions are scheduled. **Shentel will maintain 1 or more “outage and maintenance” email addresses for JMU in our ticketing system. Outage email addresses are used for communicating when we see an issue with a service that Shentel is delivering to JMU. The Maintenance email addresses are used for communicating any planned maintenance that may possibly impact your Shentel provided services. For some customers these are the same email addresses. JMU may provide additional and/or alternate email addresses for either “outage” or “maintenance” notifications. Shentel strives to make customers aware of any upcoming maintenance that will impact their services 10 business days ahead of the impact to provide the customer with ample time to prepare. There are however times that an emergency fix is required and Shentel reserves the right to communicate those instances with less than 10 business days of notice. The communication is via email and is the same regardless of the timeframe prior to the event.**
6. Describe how JMU circuits can affect and be affected by other organizations. **The services being provided to JMU from Shentel are from Shentel’s own fiber assets. Shentel will not be using 3rd party ISP providers for the Off-Campus Data Circuits. JMU circuits can be affected by cut fiber in other areas that Shentel does not own.**

D. Voice Service

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

Primary Rate Interfaces (PRIs) will be delivered using Adtran Total Access 908e IP Business Gateways, which provide integrated support for SIP trunking and Session Border Controller (SBC) functionality.

2. Indicate any changes JMU would be required to make to accommodate your service. JMU would have to work with their current provider to port numbers that are not native and provide space for the equipment needed.
3. Describe the installation procedure, time to delivery and any guarantees. Shentel fiber is required for any voice services. Voice Service will be turned up after the Shentel Fiber is active.
4. Indicate your maintenance period and any notification process. (Refer to Exhibit C, item 5 in attached MSA)
5. Describe your number porting procedure. Sample Time line for 10+K port attached
Porting requirements from customers:
 - a) Submit a completed LOA – Letter of Authorization
 - b) Provide a current bill from losing carriers
 - c) Provide total amount of numbers to port (indicating which ones are DID)
 - d) Cannot not have any open order on the losing carrier account. Phone numbers must be active.
 - e) Account with the losing carrier cannot have any blocks prior to starting a port with the losing carrier.
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. (Same as Data Service)

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. Shentel, or Shenandoah Telecommunications Company was founded in 1902 (Farmers Mutual Telephone Systems of Shenandoah County) As a publicly traded company since 1960, Shentel continuous to be on the leading edge of fiber optic technology to provide high-speed data delivery to rural and tier II and III markets in the Mid-Atlantic and recently expanding through Ohio with our recent acquisition of Horizon Telecom. For more information, please visit our investor relations site: <https://investor.shentel.com>
2. Describe the expected scope and future direction of your company over the next three to five years. Shentel is committed to being the premier network partner, delivering cutting-edge fiber and network infrastructure that exceeds both current and future service demands. Over the next three to five years, we will continue to invest heavily in expanding and enhancing our fiber-optic network, increasing capacity, and improving redundancy to ensure unmatched reliability and performance. With these advancements, Shentel is well-positioned to provide world-class connectivity that supports JMU's evolving needs, ensuring that students, faculty, and staff have access to a best-in-class digital infrastructure. Our future growth strategy includes:
 - Expanding our high-capacity fiber backbone to support increasing data demands, emerging technologies, and next-generation services.
 - Enhancing our network resiliency by incorporating diverse and redundant routing paths to guarantee continuous uptime and performance.
 - Strengthening local customer support with dedicated teams that provide proactive service management and rapid response to ensure seamless network performance.
 - Pioneering new service innovations, including enhanced cloud connectivity, private networking solutions, and emerging smart-campus initiatives.

3. Provide a list of clients and current projects. (Refer to Attachment A of this RFP for a list of current clients)
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. Pricing structure for Dark Fiber is based off of linear footage required, network availability and scope of project.
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.
A strategic partnership between Shentel and JMU presents an exciting opportunity to align technology goals with a trusted local provider that prioritizes service excellence and long-term collaboration. By establishing a long-term partnership, JMU and Shentel can work together to future-proof the university's network, enhance campus-wide connectivity, and create an innovative, technology-driven environment that supports academic excellence and digital transformation. Ways this relationship can be mutually beneficial include:
 - a. Customized Network Solutions: Shentel can work closely with JMU to design a tailored connectivity strategy, ensuring optimal performance across campus while supporting future expansion initiatives.
 - b. Priority Service & Local Support: As a strategic partner, JMU would benefit from dedicated account management, direct access to engineering teams, and priority response times for any network-related needs. Shentel's sales, operations, engineering and NOC teams supporting JMU are based in the Shenandoah Valley of Virginia.
 - c. Collaborative Innovation & Research: Partnering with Shentel can provide opportunities for JMU students and faculty to engage in network research, internships, and real-world case studies focused on fiber network technologies and telecommunications advancements.
 - d. Economic & Community Impact: Shentel's continued investments in fiber infrastructure enhance the regional economy, providing JMU with a stronger, more resilient digital foundation while fostering local job creation and development opportunities.

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. 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: **Except in cases of Force Majeure (defined hereinbelow), 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 in the event such procurement from other sources results in the Commonwealth having to pay purchase costs above reasonably accepted industry standard costs then the Commonwealth may seek reimbursement from contractor for the difference in costs Neither party shall be deemed to be in default if there is a delay in performance or if either party is unable to perform its obligations**

in whole or in part due directly or indirectly to any event that constitutes an impossibility of performance which shall include, without limitation, acts of God, pandemic, fire, earthquake, tornado, hurricane, flood, or other severe weather condition; any strike, lockouts or labor interruptions; any shortage of equipment, facilities, labor, materials or supplies in the open market; any delay in locates or pole attachments; any equipment failure or failure of transportation; any court imposed injunction or similar action; any acts of civil or military authority; any acts of terrorism, war, or incursions by a public enemy or any governmental regulation or intervention or any other causes beyond such party's reasonable ability to control ("Force Majeure")

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

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

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

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

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender

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

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

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

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

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

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

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

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

national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

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

- 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	\$0	\$3,500.00	Quote: Q-14892 (Attached)
Commodity Internet Upgrade to:			
20 Gbps	\$0	\$6700.00	
30 Gbps	\$0	\$9500.00	
40 Gbps	\$0	\$12,000.00	
50 Gbps	\$0	\$14,165.00	
60 Gbps	\$0	\$16,000.00	
70 Gbps	\$0	\$17,500.00	
80 Gbps	\$0	\$18,664.00	
90 Gbps	\$0	\$19,500.00	
100 Gbps	\$0	\$20,000.00	
Remote Layer 2 Ethernet			
200 Mbps			
500 Mbps			
1 Gbps	\$0	\$850.00	Quote: Q-14569 (Attached)
5 Gbps	\$0	\$995.00	
10 Gbps	\$0	\$1250.00	
ISDN PRI 23b + 1D			
		\$250	Quote: Q-14640 (Attached)

DID Number		\$2 (per block of 10)	
800 Number		\$0.06 MOU	(\$30 port fee per 800#)
Other Services			
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 40 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 #
Radford University	3 years	801 E Main St, Radford, VA 24142	Available upon request
Hampden Sydney	9 years	1 College Rd, Hampden Sydney, VA 23943	Available upon request
Virginia Tech	10 years	Blacksburg, VA 24061	Available upon request
Longwood University	13 years	201 High St, Farmville VA 23901	Available upon request

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

Louis Sanchez -Account Executive

Jeff Claman -Regional Manager

Audrey Bright -Director

Shenandoah Cable Television LLC, PO BOX 459, Edinburg VA 22824-0459

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

[] YES [**X**] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Shenandoah Cable Television LLC Preparer Name: Larry Menninger

Date: 04/08/25

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: 04/08/25

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

Offeror / Proposer:

Shenandoah Cable Television LLC

PO BOX 459 , Edinburg, VA 22824-0459

Larry Menninger 304-951-7661

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)
FS2 Industries Inc. 7125 Romford Way, North Richland Hills TX 76182	Andrea Franklin 682-298-1460		OSP Construction	N/A	\$1 Million + 2024

(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

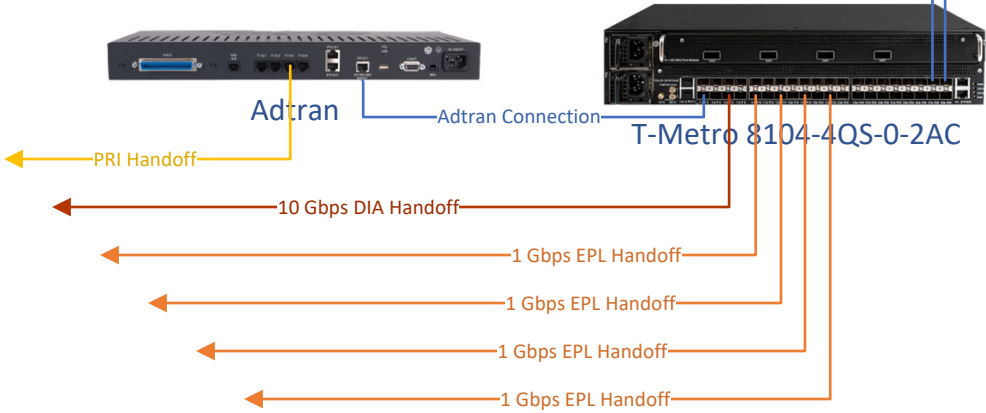


Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

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

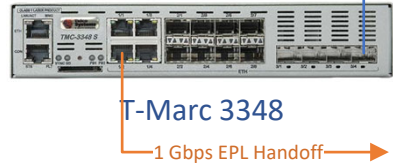
King Hall
701 Carrier Dr Harrisonburg, VA 22807



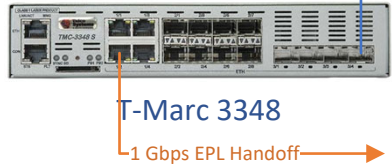
Wilson Hall
951 Madison Dr Harrisonburg, VA 22807



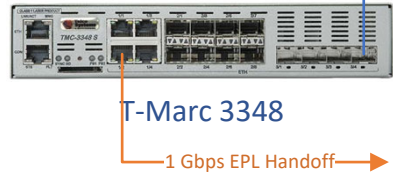
JMU Telecom
1070 Virginia Ave Harrisonburg, VA 22802



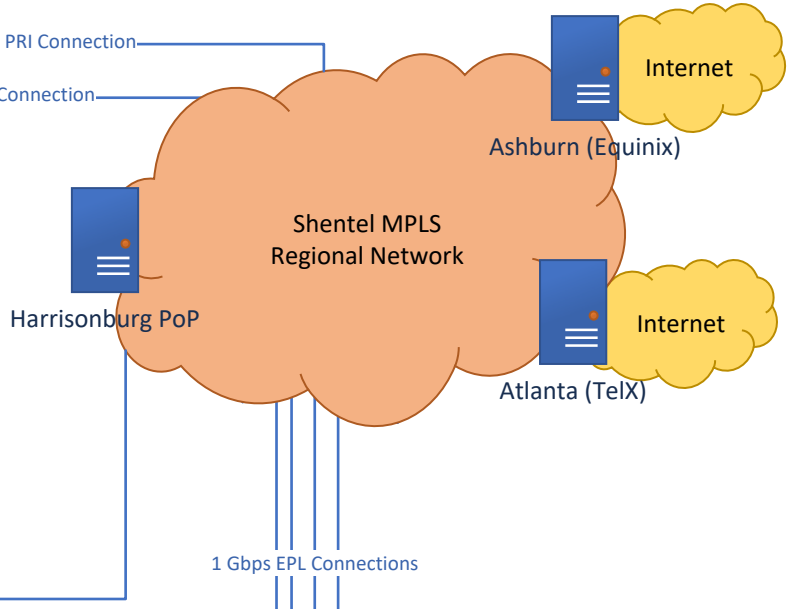
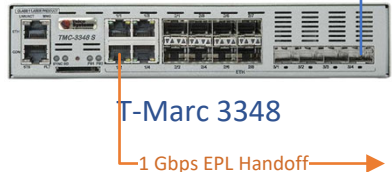
JMU Tech Drive
1401 Technology Dr Harrisonburg, VA 22802



Ice House
127 W Bruce St Harrisonburg, VA 22801



The Breeze
1598 S Main St Harrisonburg, VA 22801



- Shentel's MPLS Network has major internet access points at Atlanta and Ashburn
- Shentel will utilize dedicated fiber from its' Harrisonburg Point of Presence to provide connectivity to customer premise

Glo Fiber Business | James Madison University
DIA, EPLs, & PRIs



EXHIBIT A

SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET AND DEDICATED INTERNET ACCESS SERVICES

1. **Technical Specifications.**

Description of Service

Layer 2 telecommunications transmission transport links provided between two or more points that meet at designated demarcation points between Provider Hub and Customer to provide Metro-Ethernet and/or Dedicated Internet Access Service.

2. **Service Outage.** In the event of a Service Outage to any On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service, Customer may be entitled to a credit (a "Service Credit") in accordance with Section 5 below. A "Service Outage" is a complete disruption of an On-Net Metro-Ethernet or DIA Service under this Service Level Agreement ("SLA"), such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational, as documented by Provider's records. Notwithstanding anything to the contrary in this SLA, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this SLA be deemed to be or constitute a breach by Provider of this SLA, the Agreement or any Service Order.
3. **Service Interruption.** An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than 1×10^{-9} for a particular communications path for a Service. In the case of dedicated Internet access, customer co-location, or other peering arrangements, this allowance applies only to facilities and cross-connects provided and monitored by Provider. Both Provider and Customer agree to promptly work in a cooperative manner to identify the causes of any Service Interruptions, and Provider agrees to promptly take commercially reasonable steps to restore Service upon being made aware of any Service Interruption; provided, however, in no event shall any Service Interruption be an event of Default by Provider under this Agreement.
4. **Routine Maintenance.** System maintenance normally will not result in Service Interruptions. In the event that system maintenance should require a Service Interruption, to the extent practicable, Provider shall use reasonable efforts to perform system maintenance during non-peak hours (midnight to 6:00 a.m.), or at other times after prior notification to Customer.
5. **Emergency Maintenance.** Provider reserves to right to perform emergency maintenance on its system, network, equipment or facilities at any time and, to the extent practicable, will provide Customer with prompt notice thereof.
6. **Network Availability.** Network Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Shentel does not conform to the technical specifications, (iii) customer is unable to pass signal over fiber. Shentel has fully redundant network architecture for each circuit on the network but by default every circuit is classified as "unprotected" unless otherwise specified on the Service Order.
- a. **Protected:** Network/Service Availability objective is 99.99% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
 - b. **Unprotected:** Network/Service Availability objective is 99.9% upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel NOC.
7. **Service Level Objectives.** Shentel provides Service Level Objectives (SLO's) for its network and services, including availability, mean time to respond, mean time to restore and performance metrics. SLO's are standards that Shentel utilizes to measure performance, resilience and business continuity. Shentel makes every effort to ensure SLO's are continuously met by proactively

monitoring, measuring and responding to requirements before they become issues that could potentially impact performance objectives.

- a. **Mean Time to Respond.** Mean Time to Respond is the average time required for the NOC to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the Shentel Network Operations Center.
- b. **Mean Time to Dispatch.** Mean Time to Dispatch is the average time required to have a Shentel Operations Technician at the customer's location. The Mean Time to Dispatch is two (2) hours from the time a trouble ticket is opened with the Shentel Network Operations Center.
- c. **Mean Time to Restore.** Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the Shentel Network Operations Center.

8. **Service Credits.** In the event of a Service Outage to an On-Net Metro-Ethernet or DIA Service, Customer may request a Service Credit of the applicable MRC for the impacted Service based on the table below.

Aggregate Length of Service Outage:	Credit: Unprotected	Credit: Protected
≥1 minute and <2 hours	No Credit	10% of the MRC for the disrupted service.
≥2 hours and <4 hours	10% of the MRC for the disrupted Service	25% of the MRC for the disrupted Service
≥4 hours and <8 hours	20% of the MRC for the disrupted service	50% of the MRC for the disrupted service
≥8 hours and <12 hours	35% of the MRC for the disrupted service	75% of the MRC for the disrupted service
≥12 hours	50% of the MRC for the disputed service	100% of the MRC for the disputed service

The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes or surcharges or any third party charges passed through to Customer by Provider. Customer must be in good standing to be eligible for Service Credits; no Service Credits will be given on past-due accounts or to Customers otherwise in non-compliance under this Agreement. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this SLA. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this SLA) exceed fifty percent (100%) of the MRC for the affected Service.

9. **Service Credit Request.** Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.
10. **Chronic Outage.** Customer may elect to terminate an affected On-Net Metro-Ethernet or Dedicated Internet Access (DIA) Service prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage. (1) For Protected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Protected On-Net Metro-Ethernet or Dedicated Internet Access

Service is "inoperative" (See Exhibit A Section 3 for "inoperative" definition) for four (4) or more separate occasions of more than two (2) hours each OR for more than twenty four (24) hours in the aggregate in any calendar month; or (2) For Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service, such Unprotected On-Net Metro-Ethernet or Dedicated Internet Access Service is inoperative for three (3) or more separate occasions of more than twelve (12) hours each OR for more than forty two (42) hours in the aggregate in any calendar month. Customer may only terminate such On-Net Metro-Ethernet or Dedicated Internet Access Service that is inoperative as described above, and must exercise its right to terminate the affected On-Net Metro-Ethernet or Dedicated Internet Access Service under this Section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder, which termination will be effective as set forth by Customer in such notice of termination. For the purposes of this section, Events exempt from Service Credit defined in Section 12 of this SLA or elsewhere in the MSA will not be included in the number of Chronic Outages.

11. **Multiple Applicable Service Standards.**

- a. When Service provided by Provider includes more than one communication path, the Service Interruption allowance applies only to the path interrupted.
- b. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

12. **Events Exempt from Service Credit.** Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- b. Failure of electrical power not provided by Provider;
- c. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- d. Customer's noncompliance with this Agreement;
- e. Any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- f. Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- g. Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- h. Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA

EXHIBIT C

SERVICE LEVEL AGREEMENT FOR METRO-ETHERNET CLASS OF SERVICE

- Class of Service.** CoS defines how multiple service frames utilizing the same network simultaneously will be prioritized relative to one another in the event of congested network conditions. CoS is only operational in the event of congestion on any given link. CoS option maps to a specific forwarding class on the Shentel network; traffic with higher forwarding class will supersede traffic with lower forwarding class. The CoS to be applied at the EVC level. CoS allows for the customer to make distinctions between different types of traffic such as voice, video, application data, etc., by assigning each type of traffic to a given EVC, and prioritizing those EVCs accordingly with appropriate CoS options. These forwarding classes assigned to a given EVC will be apply throughout the network, meaning forwarding class is maintained from the point of network ingress at the originating UNI and network egress at the terminating UNI. Only one forwarding class per EVC allowed. NRC will be charged for customers who would like multiple classes of service per physical interface.

Shentel will not honor a customer's PCP bit values.

- Q-in-Q.** Shentel Ethernet supports Q-in-Q VLAN tagging, a construct in which multiple, stacked VLAN tags are supported on Ethernet frames. This functionality is typically associated with wholesale applications, and is a key component of the E-Access service type. Two types of tags are used in a typical Q-in-Q application, each assigned by a different party, and each used for separate and distinct purposes. This combination of multiple tags allows Shentel to permit its individual E-Access carrier customers to freely use VLAN IDs associated with their end-user customers (C-tags) without the possibility of overlap/conflict with the VLAN IDs of other Shentel carrier customers, regardless of the mix of next-gen and non-next-gen equipment in use.

S-Tag	Service Tag	A tag that is applied to the front of a frame to be used by the service provider to pass across their network.
C-Tag	Customer Tag	The is a tag that is received by a customer that is used at the UNI points at each handoff point with the user.

- Link Aggregation Control Protocol (LACP).** Shentel Ethernet E-Access Service NNIs are provisioned over redundant links (on the same chassis) configured with LACP. Link aggregation protocol aggregates multiple Ethernet interfaces to form a logical point-to-point link, known as a LAG, virtual link, or bundle. Link aggregation provides network redundancy by load-balancing traffic across all available links. If one of the links should fail, the system automatically load-balances traffic across all remaining links.
- Service Frame Sizes.** Shentel Ethernet supports standard 1,522 byte Ethernet Service Frames, as well as non-standard frame sizes between 1,522 bytes and 9,000 bytes, subject to equipment limitations. Shentel will be able to support Service Provider Tagging / QinQ / 802.1pq which requires the higher level frame size.
- Static EVC Path.** Static EVC Path Selection provides customers with the ability to specify a specific, fixed path to be utilized for a given EVC through the Shentel core network. When the customer chooses this option, it replaces the standard implementation in which transport paths are dynamically determined by the governing routing protocols in use in the Shentel core network.
- SLA Measurements.**

Metric	Name	Definition
--------	------	------------

FD	Frame Delay	The time required to transmit a Service or ENNI Frame from ingress EI to egress EI. (Latency)
IFDV	Inter-Frame Delay Variation	The difference in delay of two consecutive service or ENNI Frames of the same CoS Frame Set. (Jitter)
FLR	Frame Loss Ratio	Frame Loss Ratio is a characterization of the number of lost Service Frames or ENNI Frames between the ingress External Interface (EI) and the egress External Interface (EI). Frame Loss Ratio is expressed as a percentage. (Packet Loss)
AVL	Availability	$([\text{Total minutes in calendar month}] - [\text{total minutes of unavailability}]) / [\text{Total minutes in calendar month}]$
MTTR	Mean Time to Repair	Average time to repair all outages within a calendar month. Measured from point of Shentel acknowledgement of responsibility for trouble detailed on trouble ticket initiated by customer.

1. PT 1 (Metro PT = < 250km, 155mi)

PT1	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	45ms	23ms	15ms	10ms
Jitter (Network Delay Variation)	20ms	16ms	8ms	2ms
Packet Loss	<1%	<0.1%	<0.01%	<0.001%
Availability	99.9%	99.9%	99.99%	99.999%

2. PT 2 (Regional PT = < 1,200km, 745mi)

PT2	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	80ms	45ms	30ms	20ms
Jitter (Network Delay Variation)	25ms	25ms	15ms	5ms
Packet Loss	<1%	<0.1%	<0.02%	<0.01%
Availability	99.9%	99.9%	99.99%	99.99%

3. PT 3 (Continental PT = <7,000km, 4,349mi)

PT3	Class of Service			
L2 Ethernet	Best Effort	Bronze	Silver	Gold
Latency (One-Way network Delay)	120ms	100ms	80ms	45ms
Jitter (Network Delay Variation)	35ms	30ms	20ms	10ms
Packet Loss	<1%	<0.1%	<0.04%	<0.02%
Availability	99.9%	99.9%	99.99%	99.99%

4. PT 4 (Global PT = <27,500km, 17,087mi) **Non-standard; TBD on a case by case basis**

7. **SLA Scope.** An SLA portal will be used to measure performance from UNI-to-UNI for all prescribed measurements, and will be measurable at the lowest level of service differentiation, either VLAN (effective as of Ethernet) or CoS as applicable.

Off-Net Access. Shentel does not support perform for off net circuits.

Carrier

Carrier MSA agreement take precedent to the SLA's found herein.

8. **Service Credit Exemptions.** Events Exempt from Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, nor shall Provider be liable for any failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities;
- b. Failure of electrical power not provided by Provider;
- c. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- d. Customer's noncompliance with this Agreement;
- e. Any emergency or routine maintenance;
- f. Any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service);
- g. Any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption;
- h. Any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order;
- i. Circumstances or causes beyond Provider's reasonable control as described in Section 12.1 (Force Majeure) of the MSA.

9. **Credit Allowance Matrix**

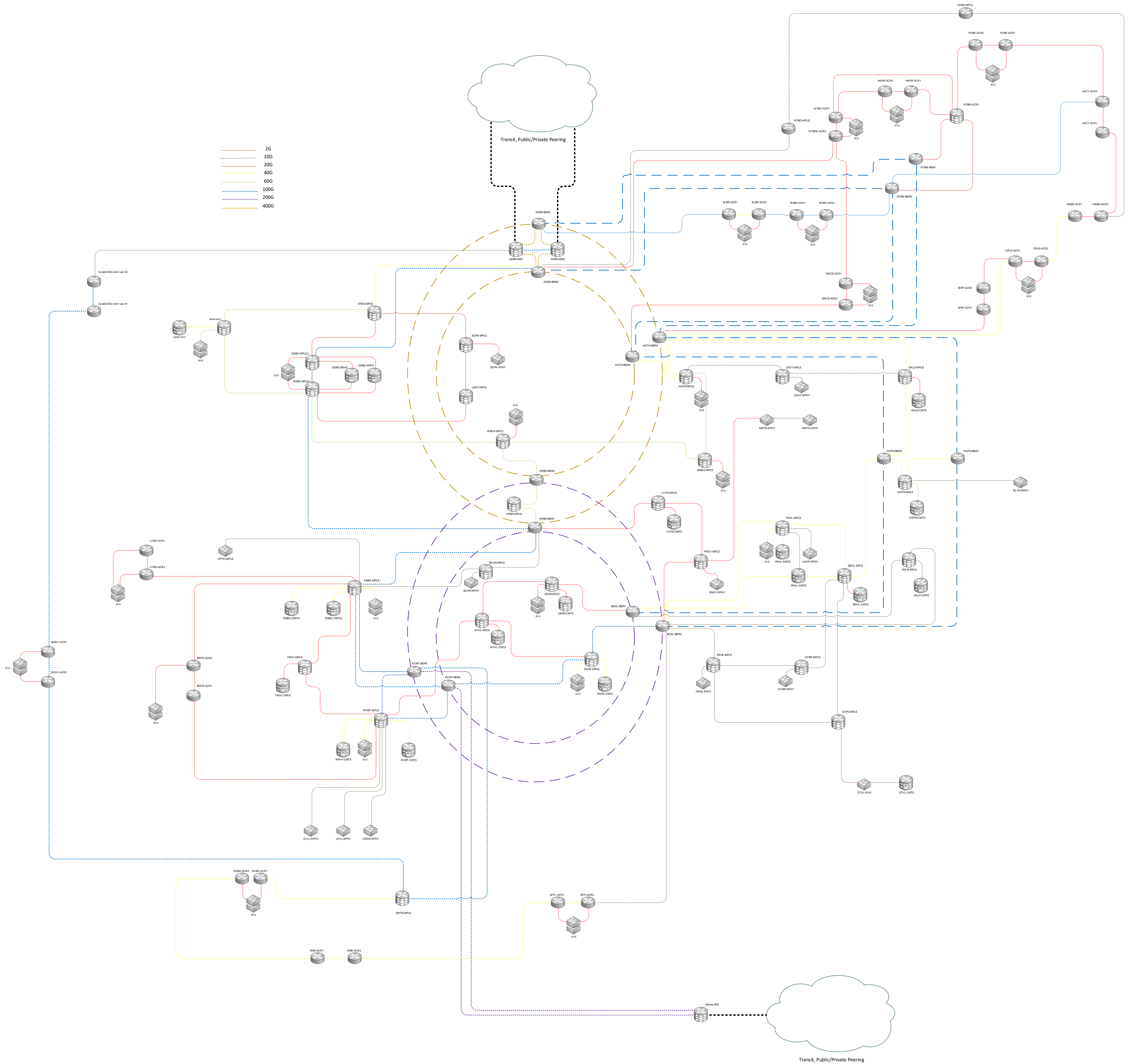
Credit Allowance for Latency Performance Metric								
Class of Service	PT 1		PT 2		PT 3		PT 4	
	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Gold	0-10	No Credit	0-20	No Credit	0-45	No Credit	ICB	No Credit
	10.01-15	10%	20.01-30	10%	45.01-80	10%	ICB	10%
	15.01-23	25%	30.01-45	25%	80.01-100	25%	ICB	25%

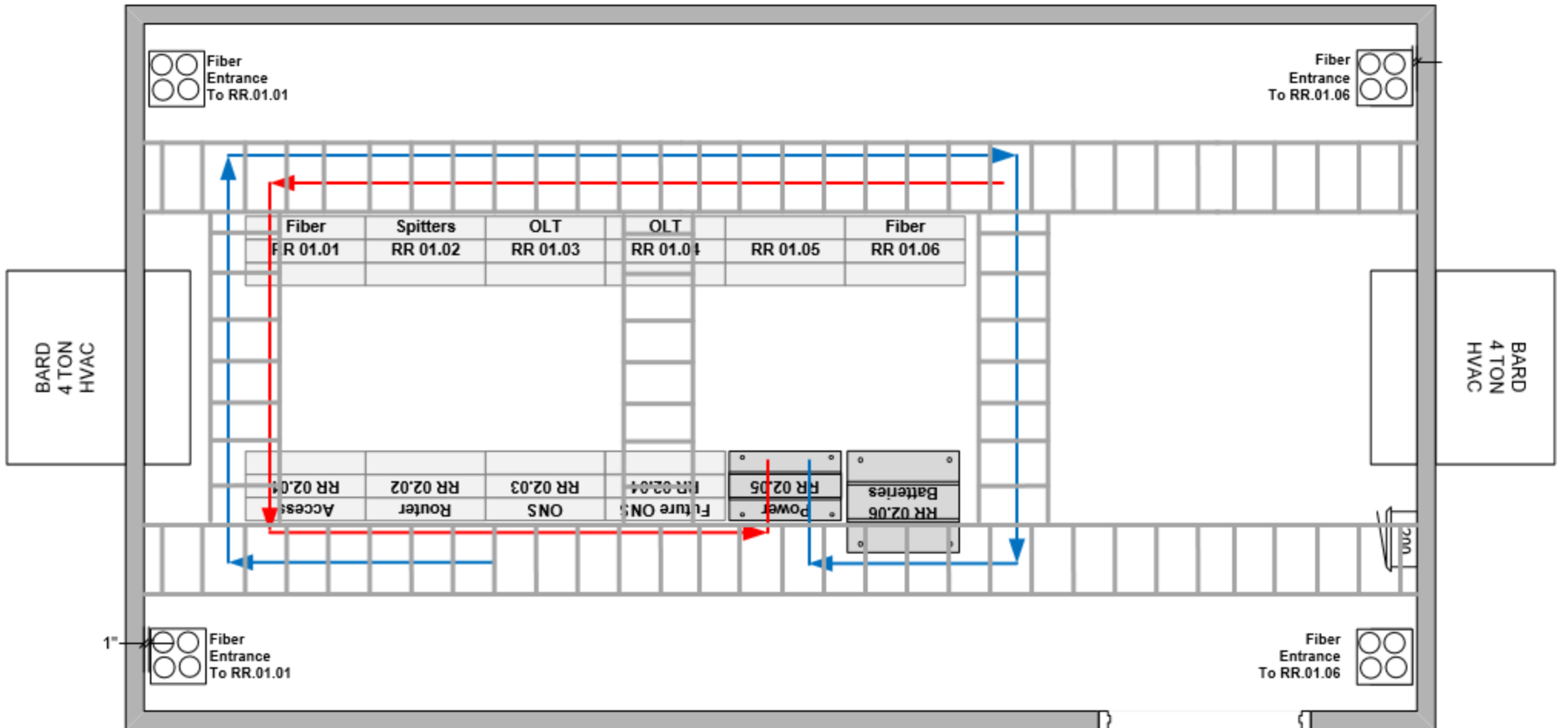
		>23	50%	>45	50%	>100	50%	ICB	50%
Silver		0-15	No Credit	0-30	No Credit	0-80	No Credit	ICB	No Credit
		15.01-23	10%	30.01-45	10%	80.01-100	10%	ICB	10%
		23.01-45	25%	45.01-80	25%	100.01-120	25%	ICB	25%
		>45	50%	>80	50%	>120	50%	ICB	50%
Bronze		0-23	No Credit	0-45	No Credit	0-100	No Credit	ICB	No Credit
		23.01-45	10%	45.01-80	10%	100.01-120	10%	ICB	10%
		45.01-80	25%	80.01-120	25%	120.01-180	25%	ICB	25%
		>80	50%	>120	50%	>180	50%	ICB	50%

Credit Allowance for Jitter Performance Metric									
Class of Service		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
		Gold		0-2	No Credit	0-5	No Credit	0-10	No Credit
	2.01-3		10%	5.01-10	10%	10.01-15	10%	ICB	10%
	3.01-5		25%	10.01-15	25%	15.01-20	25%	ICB	25%
	>5		50%	>15	50%	>20	50%	ICB	50%
Silver		0-10	No Credit	0-15	No Credit	0-20	No Credit	ICB	No Credit
		10.01-15	10%	15.01-20	10%	20.01-30	10%	ICB	10%
		15.01-20	25%	20.01-30	25%	30.01-50	25%	ICB	25%
		>20	50%	>30	50%	>50	50%	ICB	50%
Bronze		0-20	No Credit	0-25	No Credit	0-30	No Credit	ICB	No Credit
		20.01-30	10%	25.01-40	10%	30.01-50	10%	ICB	10%
		30.01-50	25%	40.01-60	25%	50.01-80	25%	ICB	25%
		>50	50%	>60	50%	>80	50%	ICB	50%

Credit Allowance for Packet Loss Performance Metric									
Class of Service		PT 1		PT 2		PT 3		PT 4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
		Gold		0%-0.001%	No Credit	0%-0.01%	No Credit	0%-0.02%	No Credit
	0.001%-2.00%		10%	0.01%-2.00%	10%	0.02-2.00%	10%	ICB	10%
	2.01%-4.00%		25%	2.01%-4.00%	25%	2.01%-4.00%	25%	ICB	25%
	>4.00%		50%	>4.00%	50%	>4.00%	50%	ICB	50%
Silver		0%-0.01%	No Credit	0%-0.02%	No Credit	0%-0.04%	No Credit	ICB	No Credit

Bronze	0.01%- 2.00%	10%	0.02%- 2.00%	10%	0.04%- 2.00%	10%	ICB	10%
	2.01%- 4.00%	25%	2.01%- 4.00%	25%	2.01%- 4.00%	25%	ICB	25%
	>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%
	0%-0.10%	No Credit	0%-0.10%	No Credit	0%-1%	No Credit	ICB	No Credit
	0.10%- 2.00%	10%	0.10%- 2.00%	10%	1.01%- 2.00%	10%	ICB	10%
	2.01%- 4.00%	25%	2.01%- 4.00%	25%	2.01%- 4.00%	25%	ICB	25%
	>4.00%	50%	>4.00%	50%	>4.00%	50%	ICB	50%





 <p>SHENTEL Always connected to you</p>	Date:	
	By:	
		Site ID:

Network Operations Center Contacts and Escalation List

Level 1

Network Operations Center

Shentel: 1-800-768-5220

Shentel-noc@shentel.net

Glo Fiber (fka Horizon): 1-866-533-0859

HNOC@glofiber.com

Level 2

Supervisor, Network Operations Center, Andy Brown

540-325-5267

Andy.Brown@emp.shentel.com

Level 3

Manager, Network Operations, Holly Glassburn

740-993-9922

Holly.Glassburn@glofiber.com

Level 4

Director Network Operations Center, Mike Mason

540-335-6966

Mike.Mason@emp.shentel.com

Level 5

VP, Network Engineering, Harris Duncan

540-214-7978

Harris.Duncan@emp.shentel.com

Appendix A.

Sample Timeline for DID Porting

Task	Best Case Calendar Days	Worst Case Calendar Days
Loading numbers into Shentel System	1	1
Entry of order into Shentel System	14	30
Install Adtrans (site equipment)	30	30
Updated LOA, bill, and mass spreadsheet	5	10
Entry of port by port coordinator	5	5
Entry of port by Shentel NOC	5	15
Loosing Carrier processing port	30	90
Potential Holidays	7	7
Making numbers active day of port	1	1
Closing of order in Shentel System	1	1
Total	99	190

Appendix B.

Amount of sales with each VASCUPP member

VASCUPP Member	12-Month Sales Per Member
Longwood University	\$57,263
Virginia Tech	\$524,986
Radford University	\$18,384
Virginia Military Institute	\$8,616
James Madison University	\$26,420
12-Month Total Sales	\$635,669



Quote

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

Customer Name	JMU - Accounts Payable	Shentel Account #	11857
Billing Address	1031 South Main Street Massanutten Hall, Tax Exempt #: 208069909-8 - MSC 5712		
City, State, Zip	Harrisonburg, Virginia 22807		

Sales Rep	Louis Sanchez	Quote #	Q-14892
Email	louis.sanchez@glofiber.com	Date	4/9/2025
Phone	(540) 466-1838	Expiration Date	5/9/2025
Initial Term	36 Months	Job	

Shentel strives to commit to this proposal for 30 days. However, due to supply chain challenges regarding materials required to provide this service, Shentel may need to alter this proposal at any time prior to Service Order signature.

10Gbps DIA

King Hall (Engineering & Geoscience) | 701 Carrier Drive, Harrisonburg, VA 22807

Service	Description	A Location	Z Location	Qty	Total Price
10GB DIA	10Gbps Dedicated Internet Access	Shentel Harrisonburg PoP 151 S Mason St Harrisonburg, VA 22802	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$3,500.00

Quote Totals			
Total Non Recurring Charges	\$0.00	Total Monthly Recurring Charges	\$3,500.00

Notes
<p>Deliver 10 Gbps dedicated internet access (DIA) fiber circuit to Engineering & Geoscience at 701 Carrier Drive, Harrisonburg, VA 22807.</p> <ul style="list-style-type: none"> - Arbor (Netscout) Threat Mitigation System is installed in Ashburn and Atlanta to provide distributed denial-of-service (DDoS) security and is included at no extra cost. - Site equipment will include a robust T-METRO 8104 (T8104Q) that provides an interface with four (4) 100G ports and forty (40) 10GBE ports. The T8104Q site equipment will future-proof JMU for future data growth. <p>Pricing is for 36 months.</p> <p>Contract #: RU23003</p>

Pricing based on a 36 month term & services being bundled if more than one

Pricing does not include federal, state or local taxes

Thank you for the opportunity to partner with you!



Quote

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

Customer Name	James Madison University	Shentel Account #	11857
Billing Address			
City, State, Zip	Harrisonburg, Virginia 22807		

Sales Rep	Louis Sanchez	Quote #	Q-14569
Email	louis.sanchez@glofiber.com	Date	4/8/2025
Phone	(540) 466-1838	Expiration Date	5/8/2025
Initial Term	36 Months	Job	

Shentel strives to commit to this proposal for 30 days. However, due to supply chain challenges regarding materials required to provide this service, Shentel may need to alter this proposal at any time prior to Service Order signature.

MAAP Telecom Mail Services | 1Gbps EPL 1070 Virginia Avenue, Harrisonburg, VA 22802

Service	Description	A Location	Z Location	Qty	Total Price
1GB EPL	1Gbps Ethernet Private Line	JMU - Telecommunications 1070 Virginia Avenue Harrisonburg, VA 22802	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$850.00

Technology Drive | 1Gbps EPL 1401 Technology Drive, Harrisonburg, VA 22802

Service	Description	A Location	Z Location	Qty	Total Price
1GB EPL	1Gbps Ethernet Private Line	JMU - Technology Drive 1401 Technology Drive Harrisonburg, VA 22802	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$850.00

Ice House | 1Gbps EPL 127 W Bruce Street, Harrisonburg, VA 22801

Service	Description	A Location	Z Location	Qty	Total Price
1GB EPL	1Gbps Ethernet Private Line	JMU - Ice House 127 W Bruce Street Harrisonburg, VA 22801	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$850.00

The Breeze | 1Gbps EPL

1598 S. Main Street, Harrisonburg, VA 22801

Service	Description	A Location	Z Location	Qty	Total Price
1GB EPL	1Gbps Ethernet Private Line	JMU - The Breeze 1598 S Main Street Harrisonburg, VA 22801	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$850.00

Quote Totals			
Total Non Recurring Charges	\$0.00	Total Monthly Recurring Charges	\$3,400.00

Notes
<p>Deliver 1Gbps EPL to four (4) off-campus locations from ALOC 701 Carrier Drive, Harrisonburg, VA 22807.</p> <p>ZLOC for off-campus locations:</p> <ol style="list-style-type: none"> 1. MAAP Telecom 1070 Virginia Avenue, Harrisonburg, VA 22802 2. Technology Drive 1401 Technology Drive, Harrisonburg, VA 22802 3. Ice House 127 W Bruce Street, Harrisonburg, VA 22801 4. The Breeze 1598 S Main Street, Harrisonburg, VA 22801 <p>Pricing is based on a 36-month term.</p> <p>Contract #: RU23003</p>

Pricing based on a 36 month term & services being bundled if more than one

Pricing does not include federal, state or local taxes

Thank you for the opportunity to partner with you!



Quote

500 Shentel Way, P.O. Box 459, Edinburg, VA 22824

Customer Name	James Madison University	Shentel Account #	11857
Billing Address			
City, State, Zip	Harrisonburg, Virginia 22807		

Sales Rep	Louis Sanchez	Quote #	Q-14640
Email	louis.sanchez@glofiber.com	Date	4/9/2025
Phone	(540) 466-1838	Expiration Date	5/9/2025
Initial Term	36 Months	Job	

Shentel strives to commit to this proposal for 30 days. However, due to supply chain challenges regarding materials required to provide this service, Shentel may need to alter this proposal at any time prior to Service Order signature.

One (1) PRI with Unlimited Long Distance

Wilson Hall | 951 Madison Drive, Harrisonburg, VA 22807

Service	Description	A Location	Z Location	Qty	Total Price
PRI 23 B+D - Fiber	PRI 23 B+D	Shentel Harrisonburg PoP 151 S Mason St Harrisonburg, VA 22802	James Madison University Wilson Hall 951 Madison Drive Harrisonburg, VA 22807	1	\$250.00

One (1) PRI with Unlimited Long Distance and 10,000 DID's

Engineering & Geo Science | 701 Carrier Drive, Harrisonburg, VA 22807

Service	Description	A Location	Z Location	Qty	Total Price
PRI 23 B+D - Fiber	PRI 23 B+D	Shentel Harrisonburg PoP 151 S Mason St Harrisonburg, VA 22802	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1	\$250.00
10 Block DID's	10 Block DID's	Shentel Harrisonburg PoP 151 S Mason St Harrisonburg, VA 22802	JMU - King Hall / ISATCS 701 Carrier Drive Harrisonburg, VA 22807	1,000	\$2,000.00

Quote Totals

Total Non Recurring Charges	\$0.00	Total Monthly Recurring Charges	\$2,500.00
------------------------------------	---------------	--	-------------------

Notes
<p>Deliver two (2) traditionally delivered ISDN PRI voice circuits with ten thousand associated Direct Inward Dial (DIDs) numbers.</p> <p>Services will include:</p> <ul style="list-style-type: none">- One (1) PRI (Wilson Hall)- One (1) PRI (King Hall / Engineering & Geo Science)- 1,000 Blocks of 10 DIDs (10,000 DIDs)- Standard Long Distance Rates are \$0.019/minute- Unlimited Long Distance can be quoted upon request <p>Pricing based on 36-month term.</p> <p>Contract #: RU23003</p>

Pricing based on a 36 month term & services being bundled if more than one

Pricing does not include federal, state or local taxes

Thank you for the opportunity to partner with you!



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

TABLE OF CONTENTS

I.	PURPOSE	Page	1
II.	BACKGROUND	Page	1
III.	SMALL, WOMAN-OWNED, AND MINORITY PARTICIPATION	Page	2
IV.	STATEMENT OF NEEDS	Page	2-4
V.	PROPOSAL PREPARATION AND SUBMISSION	Page	4-7
VI.	EVALUATION AND AWARD CRITERIA	Page	7
VII.	GENERAL TERMS AND CONDITIONS	Page	8-14
VIII.	SPECIAL TERMS AND CONDITIONS	Page	14-18
IX.	METHOD OF PAYMENT	Page	18
X.	PRICING SCHEDULE	Page	19
XI.	ATTACHMENTS	Page	19
	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		

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
Street or Box No.	Internet Bandwidth Data and Voice Services	FDC-1227 RFP #
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 SBSB 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

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



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)