



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7261

This contract entered into this 1st day of August 2025, by Lumos Networks, Inc, d/b/a Segra, 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:

PURCHASING AGENCY:

By: (Signature)

By: (Signature)

(Printed Name)

(Printed Name)

Title:

Title:



**RFP # FDC-1227 Internet Bandwidth Data and Voice Services
Negotiation Summary for
Lumos Networks, Inc, d/b/a Segra
July 17, 2025**

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

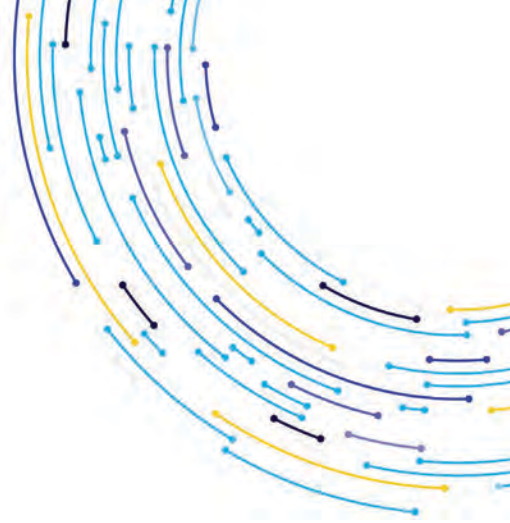
Internet Access 10 Gbps		
Internet Access	Install/Delivery One-Time Charge	Monthly Recurring
10 Gbps	\$0.00	\$5,950.00
Converged PRI	\$0.00	\$276.00

2. Segra will sponsor an annual scholarship of \$5,000.00, due by July 15th, starting in 2026 and continuing each year thereafter. The university shall administer this scholarship. Payment shall be made to James Madison University and sent to:

James Madison University
Cash & Investments Office
Massanutten Hall, MSC 5711
1031 S. Main Street
Harrisonburg, VA 22807

- 3. 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.
- 4. 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.
- 5. 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.

SEGRA[®]



**JAMES MADISON
UNIVERSITY[®]**

Internet Bandwidth Data and Voice Services

Request for Proposal
RFP # FDC-1227

PREPARED BY:

Scott Rodgers

Government Account Executive II

scott.rodgers@segrafiber.com

(804) 640-3261

BUSINESS USE

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This proposal response includes data that shall not be duplicated, used, or disclosed other than to evaluate this proposal. If a contract is awarded to Segra as a result of or in connection with this submission, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction. Notwithstanding the foregoing, Segra understands that this data may be subject to a request under the Freedom of Information Act or applicable state law. In that event, Segra requests advance notice prior to the production of any materials contained in this proposal.

April 9, 2025

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

Re: RFP# FDC-1227, Internet Bandwidth Data and Voice Services

Dear RFP Evaluation Team,

Lumos Networks, LLC d/b/a Segra is pleased to submit this comprehensive proposal in response to James Madison University 's Request for Proposal RFP # FCD-1227, Internet Bandwidth Data and Voice Services. Thank you for the opportunity to present our solution to fulfill your Internet Bandwidth Data and Voice Services needs.

We have reviewed the requirements of your request and understand James Madison University and feel we are uniquely qualified to provide the requested services and possess very practical and direct experience of being a partner with many state agencies and public entities throughout the region.

We have the technology, expertise, and financial strength to stand behind our services with comprehensive support and a local operations team who will ensure your needs are met.

Segra brings unmatched experience in the deployment and operation of dedicated, symmetrical fiber networks. Segra's fiber-optic network is built on a backbone that provides optimized reliability and bandwidth speeds. Our solution is turnkey, consisting of engineering, permitting, construction, electronics, and maintenance. With our experience and knowledge, we can ensure smooth implementation and successful project delivery.

Thank you for giving us the opportunity to respond to this solicitation, and we look forward to hearing from you. We are available for questions should that become necessary.

Sincerely,

Scott Rodgers

Scott Rodgers
Government Account Executive II
4050 Innslake Drive, Suite 350
Glen Allen, VA 23060
(804) 640-3261
scott.rodgers@segrafiber.com



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.

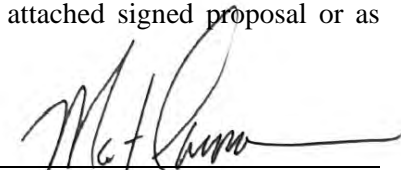
All Inquiries For Information And Clarification Should Be Directed To: Doug Chester, Buyer Senior, Procurement Services, chestefd@jmu.edu; 540-568-4272; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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:

Lumos Networks, LLC d/b/a Segra
11215 N. Community House Rd., 10th Floor
Charlotte, NC 28277

By: 
 (Signature)

Name: Matt Simmons
 (Please Print)

Title: Senior Vice President,
Enterprise Sales

Date: April 9, 2025

Web Address: www.segra.com

Phone: (816) 903-9400

Email: rfp@segrafiber.com

Fax #: (816) 903-9401

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1227

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I. PURPOSE

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

SEGRA RESPONSE: Segra has read and understands.

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

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Since Segra is the incumbent service provider, a request from JMU to the designated account representative is all that is necessary. with the given site and the specified service. An assessment will be made to ascertain if an additional fiber, ring, or additional equipment capacity is needed to provide the requested service. It is then simply a matter of scheduling and installing the equipment with the upgraded backbone and customer handoff if necessary.

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

SEGRA RESPONSE: Since Segra is the incumbent service provider, a request from JMU to the designated account representative is all that is necessary with the given site and the specified bandwidth

request. An assessment will be made to ascertain if an additional fiber, ring, or additional equipment capacity is needed to provide the requested service. It is then simply a matter of scheduling and installing the equipment with the upgraded backbone and customer handoff if necessary, or scheduling a provisioning upgrade if not, through the assigned Project Manager.

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

SEGRA RESPONSE: Bandwidth change requests are handled by service order through the designated Account Representative.

Timeframes for upgrades are contingent on the scope of the change requested, and for an on net site typically 30 - 45 days if no additional equipment or outside plant construction is necessary. Down grade or disconnects are processed as they flow through the order process, typically requiring a 30 day written notice.

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

SEGRA RESPONSE: Segra would need JMU's Autonomous System Number [ASN] and the IP space the University wishes to be advertised as well as the type of routing [Default or full routing tables]. Accordingly, with those requirements and information, the configuration will be provisioned and implemented with JMU staff at a mutually agreed upon time and scheduled with an assigned Project Manager.

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

SEGRA RESPONSE: Segra has reviewed, understands, and will comply.

Segra's Network Operations Center has certified personnel accessible 24x7x365 at 833.GO.SEGRA to ensure your service is monitored and well looked after.

Issue Resolution and Maintenance

Segra supports our customers with geo-redundant network operations centers located in Columbia, SC, Charlotte, NC, and Waynesboro, VA. Segra's geo-redundant centers operate on a 24x7x365 basis. Segra field operations support teams are located strategically in the markets served, and fiber restoration crews are also dispersed throughout our markets.

Segra's Enterprise Repair Team (ERT) is composed of a team of dedicated W-2 Segra engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Segra network and the services provided. As the first point of contact for our customers (along with the Customer Solution Center - CSC), the ERT is responsible for generating trouble tickets on issues, dispatching technicians if necessary, isolating the problem, keeping customers updated, and driving troubles to completion. Quick trouble resolution with a sense of urgency is our priority, and we are available 24x7x365.

The Network Operations Center (NOC) manages all change management network events (high-risk maintenance activities), along with delivering on SLA parameters for mission critical services. The Segra NOC tracks all events via trouble ticket(s). Customer event updates are provided via phone calls or emails directly from our ticketing system.

If an outage occurs, Segra has Ethernet test heads strategically placed throughout the network to perform RFC 2544 testing on demand, which supports our ability to meet the four-hour MTTR objective in our Service Level Agreement (SLA).

For any maintenance related activities, the Change Management group will notify customers via email of any service impacting scheduled work. Segra strives to give all customers at least seven days' advance notice for all regularly scheduled maintenance. These events take place between the hours of 12:01AM and 5:59AM. Segra reserves the right to perform emergency maintenance during service impacting events.

For the purposes of notification, maintenance will be designated as one of two types — **Scheduled Maintenance or Emergency Maintenance**.

Scheduled Maintenance is any maintenance performed by Segra, at customer's premises, that is performed between 12:00 AM and 6:00 AM or, if possible, otherwise scheduled according to the customer's or company's request and mutually agreed upon by both parties. The customer will receive at least **48 hours'** advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond to and resolve emergency issues associated with service-affecting conditions. The customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters, etc.: Segra will, if practical due to the nature and scale of the emergency, make an attempt at notification. If, however, the Segra NOC receives equipment degradation or failure alarms that will require future repair or replacement, Segra will notify the customer of the imminent activity and estimated time of repair.

MTTR

Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or the customer is experiencing consistent service degradation. The MTTR objective is four (4) hours for outages due to electronic equipment failure and fiber optic facilities failure and ten (10) hours for outages due to fiber cuts.

Mean Time to Repair Objective is Four (4) Hours

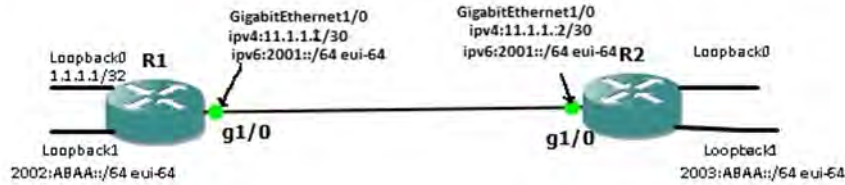
Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or the customer is experiencing consistent service degradation. The MTTR objective is four (4) hours for normal circuit outages, and ten (10) hours for fiber damages.

6. Describe how IPV6 requirements are met.

SEGRA RESPONSE: IPv6 is supported within the Segra Network for layer 3 service handoff to the customer network. Segra has ample IPV6 space for customer allocation for use by customer networks. A consideration to keep in mind is that the network equipment would need to be capable of IPv6 addressing natively or, as an alternative, be capable of running a Dual Stack network configuration.

A generic example is provided below for reference

IPv6_DUAL_STACK



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

SEGRA RESPONSE: The timeframe for completion of this project will be directly impacted by the completion of our fiber construction, if necessary, which has an industry standard timeframe of 90 to 120 days. This timeframe can be affected by construction permitting and weather.

Segra’s High-Level Project Plan for James Madison University

Upon award, your assigned Project Manager and our service delivery team will work with James Madison University to develop a thorough implementation schedule that meets the customer’s needs and requirements. They will continue to work side-by-side with James Madison University during the project to ensure services are installed and up and running by the mutually agreed upon date. The Project Manager will also convey timelines, contacts, contingencies, and Segra's escalation processes. Below please find a high-level sample project schedule showing the different phases of implementation.

Phases (Major Milestones Denoted by *):

1. **Order Entry Stage** - In this phase, the Order Entry team will work with Sales and Sales Engineering teams to ensure accuracy of the order and all information contained within (contacts, addresses, etc.).
2. **Project Review** - In this phase, the Engineering team will review node needs and bandwidth utilization for the proposed fiber route. Any network enhancements / augmentations will be identified at this time and shared with James Madison University as possible contingencies / dependencies.
3. **Site Walks** - In this phase, the Project Manager, Operations, and Outside Plant teams will schedule and make site visits to gather as much information as possible about the fiber route and James Madison University premise needs. Also in this phase, the teams will identify any contingencies / dependencies that may alter or affect the overall project plan timelines.
4. **Discovery Calls*** - In this phase, the Project Manager will initiate a sequence of Internal and External Discovery Calls. The Internal Discovery Call will bring together all of the functional Segra teams to cover what was sold, all the way to how to get there. The External Discovery Call will be the Project Manager’s first official contact (first will be site walks) with James Madison University to cover all phases of the installation with James Madison University . The Project Manager will also convey timelines, contacts, contingencies, and Segra network escalation processes to James Madison University .
5. **Make Ready*** - In this phase (normally the longest phase), Outside Plant Engineering will have all fiber route easements, pole attachment agreements, and local government zoning restrictions / policies resolved. In this phase, a job package will be built and released to the Outside Plant Construction group. This task is only required when service requires a new network component.

6. **Construction*** - In this phase, the Outside Plant group will build up to the James Madison University premise. The Outside Plant group will also work with James Madison University to get entrance conduits and internal fiber routes / conduits in place to reach the predetermined demarcation point. This task is only required when service requires a new network component.

7. **Equipment Installation*** - (phases 6, 7, and 8 will be worked in parallel) In this phase, the Operations group will work with James Madison University to get the needed Ethernet / DWDM equipment installed and powered at the predetermined demarcation point.

8. **Network Routing** - In this phase, the Network Engineering group will map the circuit through our network, in preparation for equipment turn up and James Madison University hand-off.

9. **Node Insertion*** - In this phase, the Operations group will schedule both internal and external maintenance window work for inserting the equipment into its intended fiber ring and verify ring integrity is re-established.

10. **Testing*** - In this phase, the Operations group will work with our Data Maintenance Engineers to admin up any James Madison University facing ports for testing purposes. The Operations group will run any required tests or predetermined testing parameters from James Madison University .

11. **Cutover Scheduling** - In this phase, the Project Manager will work with James Madison University to schedule a time for cutover to the Segra network.

12. **Network Cutover*** - In this phase, the Operations group will work with James Madison University and the Data Maintenance Engineering group to groom traffic / services over to the Segra network.

13. **Close Out** - In this phase, the Project Manager will work with James Madison University to identify any additional needs that James Madison University may have. If none are identified, the Project Manager will close out the project and send out completion literature to James Madison University , effectively notifying James Madison University that all work has been completed and Segra will place the project into billing.

Note: All major project milestones are tracked using a Workflow Management Application.

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.

SEGRA RESPONSE: Segra supports our customers with geo-redundant network operations centers located in Columbia, SC, Charlotte, NC, and Waynesboro, VA. Segra’s NOC is composed of a team of dedicated Tier 1 and Tier 2 trained technicians who are responsible for monitoring, troubleshooting, and maintaining the entire Segra network and the services provided. Segra field operations support teams are located strategically in the markets served, and fiber restoration crews are also dispersed throughout our markets.

The following table details performance objectives for the Segra NOC. Staffing is designed to meet the objectives listed below.

ELEMENT	OBJECTIVE
NOC Availability	24 hours per day, 365 days per year
Average Speed of Answer	1 minute
Answer Time	90% answered within 1 minute
Customer Status (Priority 1)	1 hour interval 95% on time

The NOC was established so Segra could have a direct focus on our end-user customers. This support organization, whose sole responsibility is working customer-driven issues, operates in a contact center environment. As the first point of contact for our customers, the NOC is responsible for generating trouble tickets on issues, dispatching technicians if necessary, isolating the problem, keeping customers updated, and driving all troubles to completion. This team owns the issue, isolation, repair, and communication back to the customer. NOC technician responsibilities are to provide timely updates to customers and work tickets and escalate when necessary.

Quick trouble resolution with a sense of urgency is our priority, and we are available 24x7x365 at 833.GO.SEGRA. Segra also offers a web-based trouble reporting tool for opening trouble tickets, service inquiries, and status reports online called Segra360. Segra’s online trouble ticketing allows real-time updates via email as major milestones are accomplished in the ticket triage process. This allows our customers to be abreast of all ticket activity. Furthermore, it is available to all support personnel needed to update the customer via telephone.

The Segra NOC is also responsible for ensuring that Segra’s core and access networks are performing as designed. The NOC manages all change management network events (high-risk maintenance activities) along with delivering on SLA parameters for mission-critical services. The NOC is composed of transport, IP / security, voice, and web services technicians and responsible for the following:

- Network surveillance
- Environmental alarms
- Maintenance notifications
- Working tickets and escalating when necessary

The severity / priority levels and escalation procedures are identical for all traffic types. The management escalation procedures for each severity / priority level are as follows:

Urgent - An urgent ticket is defined as a service outage that has a severe impact on customer business operations with no workaround available. This condition includes a critical work stoppage during the customer’s normal working hours that affects multiple customer sites and/or affects a critical component or function of the customer’s business. Segra and its vendor-partners will commit substantial resources around the clock to resolve the situation. Examples of critical outages include an agency host major outage or 10% or greater of the current agency node count in production status.

High - A high priority ticket describes a condition where a partial service outage occurs or the service is severely degraded, which has a significant impact on customer business operations, with no adequate workaround available. This condition includes a partial work stoppage or severe performance degradation during the customer’s normal working hours, which affects a customer site. Segra and vendor-partners will commit full-time resources during business hours or around the clock as necessary to resolve the situation.

Medium - A medium priority ticket describes conditions where difficulties are experienced with a transport service, but do not cause a work stoppage; there is a workaround, but performance and/or system functionality may be degraded or limited. This condition includes degraded service performance and/or impaired service functionality, but most business operations continue. Workarounds are established, implemented, and documented for problems with this priority level. Segra will commit resources during business hours as required to resolve problems with this severity level.

Low - A low priority ticket describes conditions that are not urgent and/or are not problems and/or that do not impact customer business operations. Low priority tickets are most often informational in nature. This priority level is most appropriate for minor alarms and informational alarms. Escalations can be made at the customer's request.

The management team makes the decision for technical resource escalations as necessary. The following is the technical escalation path:

- Tier II Support Analyst
- Tier III Support Analyst
- Engineer

If at any time you feel the normal trouble repair process does not meet your needs, please use the following escalation procedures:

1. Call the NOC Manager and identify yourself and the trouble about which you are inquiring (trouble ticket number).
2. Explain the steps that have been taken. The manager will be able to discuss the status of your trouble report and provide you with additional information regarding the completion of the repair.
3. If at any time you are not satisfied with the progress, please escalate to the next level.

Segra's NOC is equipped with many different Element Management Systems (EMS) that monitor specific vendors and technologies. These EMS monitor a specific set of equipment manufacturers in real time and provide visual fault indicators when an alarm is present within the infrastructure or backbone. If an outage occurs, Segra has Ethernet test heads strategically placed throughout the network to perform RFC 2544 testing on demand, which supports our ability to meet the four-hour Mean Time To Repair (MTTR) in our Service Level Agreement (SLA).

The MTTR is the average time required to repair service to an operational condition if service(s) are not active or the customer is experiencing consistent service degradation. The MTTR objective is four (4) hours for outages due to electronic equipment failure and fiber optic facilities failure, and ten (10) hours for outages due to fiber cuts.

Dispatch response times typically vary between 30 minutes to two hours depending on the nature or severity of the issue at hand.

9. Describe network availability and notification guarantee.

SEGRA RESPONSE: “Network Availability” is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability \%} = \frac{[(\text{Total Minutes in the Month}) - (\text{Sum of Total Outage Minutes})] \times 100}{\text{Total Minutes in the Calendar Month}}$$

The Services shall be deemed to be “unavailable” whenever an outage is recorded on a Segra trouble ticket classified as “major” or “critical” by Segra Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and “Total Outage Minutes” shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. “Total outage minutes” shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer’s applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Segra or (iv) lasting ten minutes or less.

The objective for Network Availability is 99.99%. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer’s subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein.) Unavailability and credits will be prorated and paid in 15-minute increments.

10. Describe network latency guarantees.

SEGRA RESPONSE: “Average Latency” is the monthly average round-trip latency from a core network node to any other designated core network node on the Segra network, determined by measuring round-trip network responses over such portions of the network.

The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for Average Latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

$$\text{Latency} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

Metro Area Market 8 ms Latency	WAN 30 ms Latency	National 90 ms Latency
Round trip where both sites A and Z are within the same Metro Area Market	Round trip between any 2 Metro Area Markets within the same WAN	Round trip between any two WANs
<ul style="list-style-type: none"> • Atlanta, GA • Asheville, NC • Charlotte, NC • Fayetteville, NC • Greensboro, NC • Raleigh, NC • Wilmington, NC • Pittsburgh, PA • Charleston, SC • Columbia, SC • Florence, SC • Greenville, SC • Myrtle Beach, SC • Ashburn, VA • Charlottesville, VA • Hampton Roads, VA • Harrisonburg, VA 	WAN defined by State Borders <ul style="list-style-type: none"> • Georgia • Kentucky • North Carolina • Maryland • Ohio • Pennsylvania • South Carolina • Virginia • West Virginia 	

<ul style="list-style-type: none"> • Richmond, VA • Roanoke, VA • Waynesboro, VA • Charleston, WV • Morgantown, WV 		
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11. Describe Packet Delivery guarantee.

SEGRA RESPONSE: The Packet Delivery Service Level for Segra SIP solution is less than 0.25% (on average) of total IP packets dropped per month. The Packet Delivery Service Level will be measured by Segra between four (4) Segra North American Gateways, and is defined as the percentage of IP packets dropped between such Gateways.

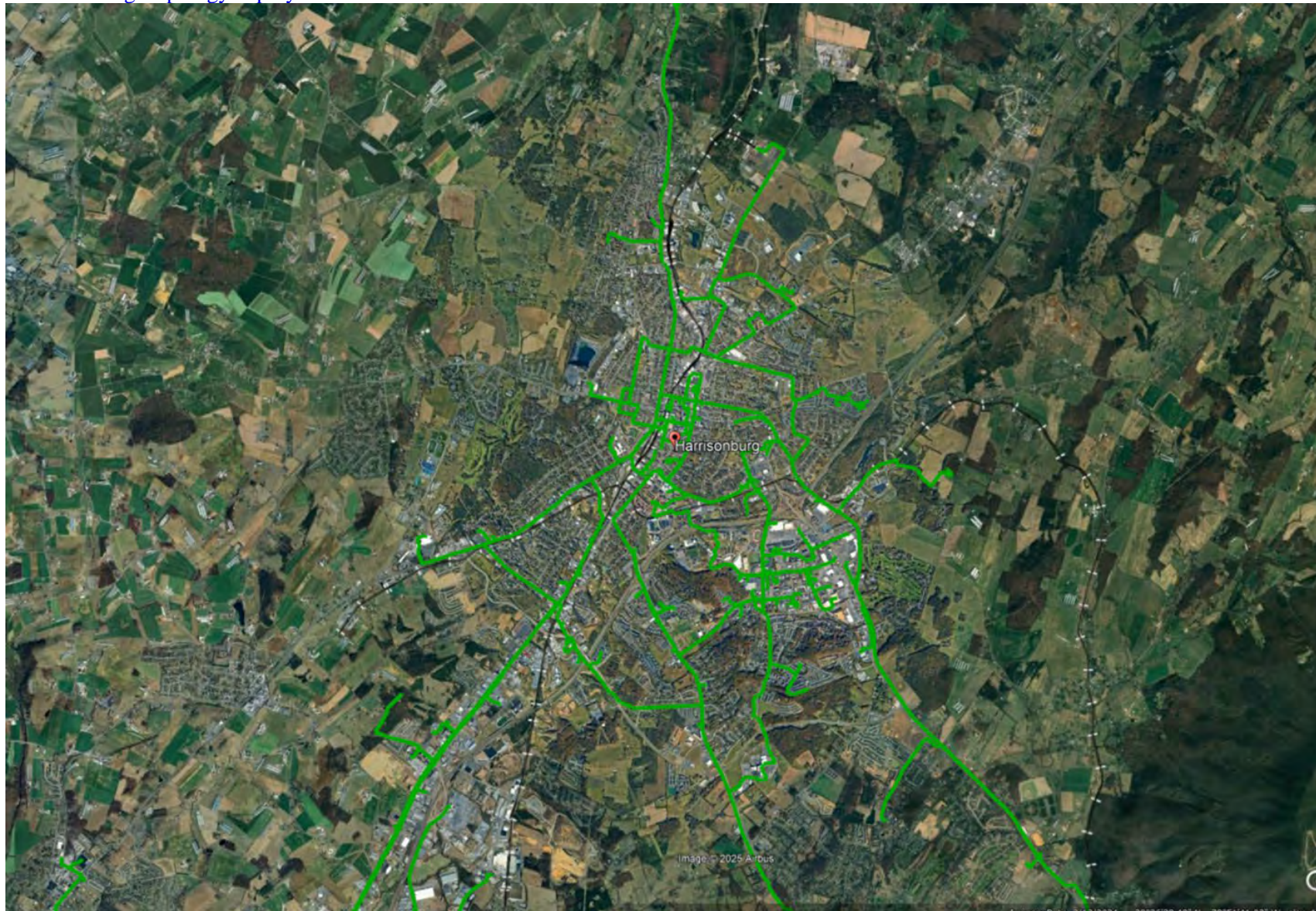
Cumulative Unavailability per event (in hours: minutes: seconds)	Service Level Credit
0:00:01 – 00:30:00	No Credit
00:31:01– 01:30:00	1 day
01:30:01– or more	3 days

B. Technical

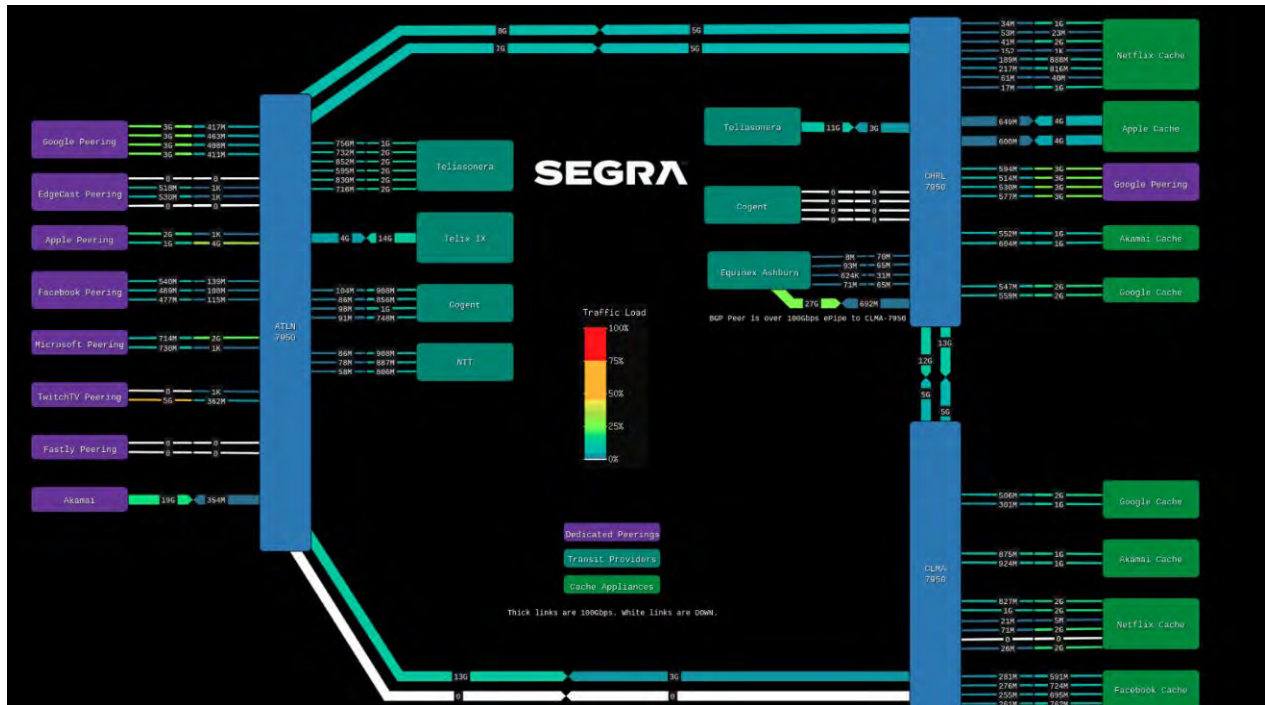
1. Provide Backbone infrastructure map including the following:
 - a. Indicate trunk capacities and infrastructure topology.
 - b. Circuit sizes
 - c. Peering information including any policies.
 - d. Diagrams of your standard POP (Point of Presence) Infrastructure.
 - e. Provide any plans for upgrading existing infrastructure in the next 24 months.

SEGRA RESPONSE: Segra’s IP backbone consists of multiple 100 Gigabit transport circuits with full redundancy and multiple transit points to other national Tier 1 Internet providers with upgrades in process for the Ashburn VA . Internet Peering point.

Existing Harrisonburg VA Fiber Outside Plant Infrastructure:
Standard Ring Topology deployment.



Below is a 'weather map' snapshot of Segra IP transit, outlining peering partners (turquoise colored, upstream providers) as well as dedicated on-net caching servers (green colored), IX exchanges (turquoise as well, IP Internet exchanges with multiple collective providers and tech companies), and direct peering (purple color). The thicker links indicate 100 Gb circuits, and all thinner links are 10 Gb circuits.



Backbone

Our IP network core is powered by Nokia 7950 XRS-20 routers. The 7950 XRS-20 is a 16 Terabit per second core router that can deliver 80 100GE interfaces in a single rack (5x more than the current norm). It can be upgraded to 7950 XRS-40 and/or multi-chassis configurations as demand requires, and is designed to accommodate up to 2 Terabits per slot.

Segra has deployed the Nokia 7950 XRS routing platform at three core locations where our public and private peering connections are routed. These strategic locations are Columbia, SC, Atlanta, GA, and Charlotte, NC. The 7950 XRS-20 are interconnected with 100 Gigabit per second (100G) links over diverse and redundant connections.

100 gigabit per second (100G) links serve as the foundation of our IP transport backbone network. As these link speeds evolve to 400 Gb and Terabit speeds, our 7950 XRS core routing platform is already in place to accelerate the deployment of next-generation high-speed connections.

Segra utilizes fully meshed Nokia 7750 SR-12e as distribution routers to reach our customers. The Nokia 7750 SR series delivers high-performance routing and an extensive range of IP applications. The 7750 SR scales system capacity to 9.6 Terabits per second and is equipped with high-density Gigabit Ethernet (GE), 10GE, 40GE, and 100GE interfaces.

Segra has deployed Nokia 7750 SR12-e routers in Columbia, Greenville, Florence, Charleston, Charlotte, and Atlanta. These routers are interconnected with multiple 10 Gigabit Ethernet links that are diverse and

redundant over the Segra-owned DWDM fiber backbone throughout the Carolinas.

Public Peering

Segra utilizes a strategy of maintaining public peering points and private IP transit connections with multiple Tier 1 providers. The current Internet exchange point aggregates thousands of peering sessions onto the shared fabric. Public peering points are AtlantaIX, Ashburn, VA, and Los Angeles, CA. Each public and private peer supports dual-stack IPv4 and IPv6.

The public peering point located in Ashburn, VA is a global Internet exchange facility that utilizes IP peering via an Ethernet switching fabric. These interconnections are designed on a centralized Ethernet switching fabric and the necessary supporting infrastructure to support multiple 10 Gbps connections.

An additional public peering point is located at the AtlantaIX exchange facility. This Internet exchange is a neutral, high-performance Internet peering fabric for participants. The AtlantaIX public peering point is designed on a centralized Ethernet switching fabric and the necessary supporting infrastructure to support multiple 10 Gbps connections.

These strategic public peering points give Segra and our customers a nationwide presence to the Internet with enhanced end-to-end network performance, speed, and reliability.

Private IP Transit Peering

Segra also maintains private IP transit connections with other Tier 1 global Internet providers to augment our public peers and provide additional global reach for our customers.

Segra runs BGP (IPv4 & IPv6) with these IP transit providers to optimize routing entering and leaving the Segra Autonomous Systems (AS). All providers allow Segra to manipulate traffic in their AS, which gives a lot of power and traffic manageability to Segra.

Each private IP transit connection consists of multiple 10 Gigabit peering connections and terminates into our core 7950 XRS IP routers. These connections are located in Atlanta, GA and Charlotte, NC.

This public and private peering strategy has provided our customers with the utmost in networking performance and reliability.

Caching Services

Segra hosts large Akamai caching environments/content distribution networks located in Columbia, SC and Charlotte, NC. These content caching servers are used to improve performance for high-bandwidth intensive content applications such as streaming video and operating system updates. When content is requested from companies like Netflix, Microsoft, Apple, Facebook, Twitter, and Google, the information is not necessarily returned from that company's website or data center. Instead, the information is returned from the Akamai web cache or Google content distribution server located at the Segra POP(s) listed above.

As Built drawings for the existing JMU Network have been included in previous responses for this solicitation.

BGP Peering information for AS 7795 can be located at the Hurricane Electric Internet Services website for IPv4 and IPv6.

Found here for IPv4: https://bgp.he.net/AS7795#_peers

and here for IPv6: https://bgp.he.net/AS7795#_peers6

BGP Customer routing Policies:

- Segra accepts IPv4 prefixes of /24 and shorter (larger subnets). Segra accepts IPv6 prefixes of /48 and shorter. Smaller prefixes (up to /32 or /128) are accepted but they will have noexport set and won't be announced to peers.
- Segra imposes a default prefix limit of 200. This is modifiable on request. The BGP session will shut down if the prefix limit is reached.
- Segra filters BGP announcements using access lists built from RADB. Prefix's should be registered as an exact prefix. More specific routes will be accepted by Segra(subject to the other policy items), however non exact matches will not be accepted by many Segra peers.
- The following routes are dropped in all directions to all customers and peers
 - o routes received with a Segra informational community already set
 - o default route
 - o any route with a private AS in it's AS path
 - o rfc1918 prefixes and similar
- Segra strips 6500*:* communities from routes before sending them to peers. Segra does not strip any communities facing customers. Segra does not send communities to customers by default. They are available on request.
- Segra announcements are registered under as-set RADB::AS-LUMOS. Segra requires all customers using BGP to register each route that will be advertised (exactly) in RADB. Segra may proxy register customer routes.
- Informational communities are subject to change at any time without notice.
- Segra does not use route dampening.
- Traffic destined to a prefix with the blackhole community set is dropped.

Segra' customers may choose to influence Segra' handling of their routes or traffic by setting the following BGP communities.

Segra supports the following BGP action communities:

- 65000:XXX Do not advertise to ASXXX
- 65001:XXX prepend once to ASXXX
- 65002:XXX prepend twice to ASXXX
- 65003:XXX prepend three times to ASXXX
- 65000:0 Do not advertise to any peer
- 65001:0 prepend once to all peers
- 65002:0 prepend twice to all peers
- 65003:0 prepend three times to all peers
- 65004:666 blackhole traffic to this prefix
- The default local preference is 100.
 - o 7795:80 Sets Local Preference to 80
 - o 7795:120 Sets Local Preference to 120
 - o 7795:200 Sets Local Preference to 200
 - o 7795:250 Sets Local Preference to 250

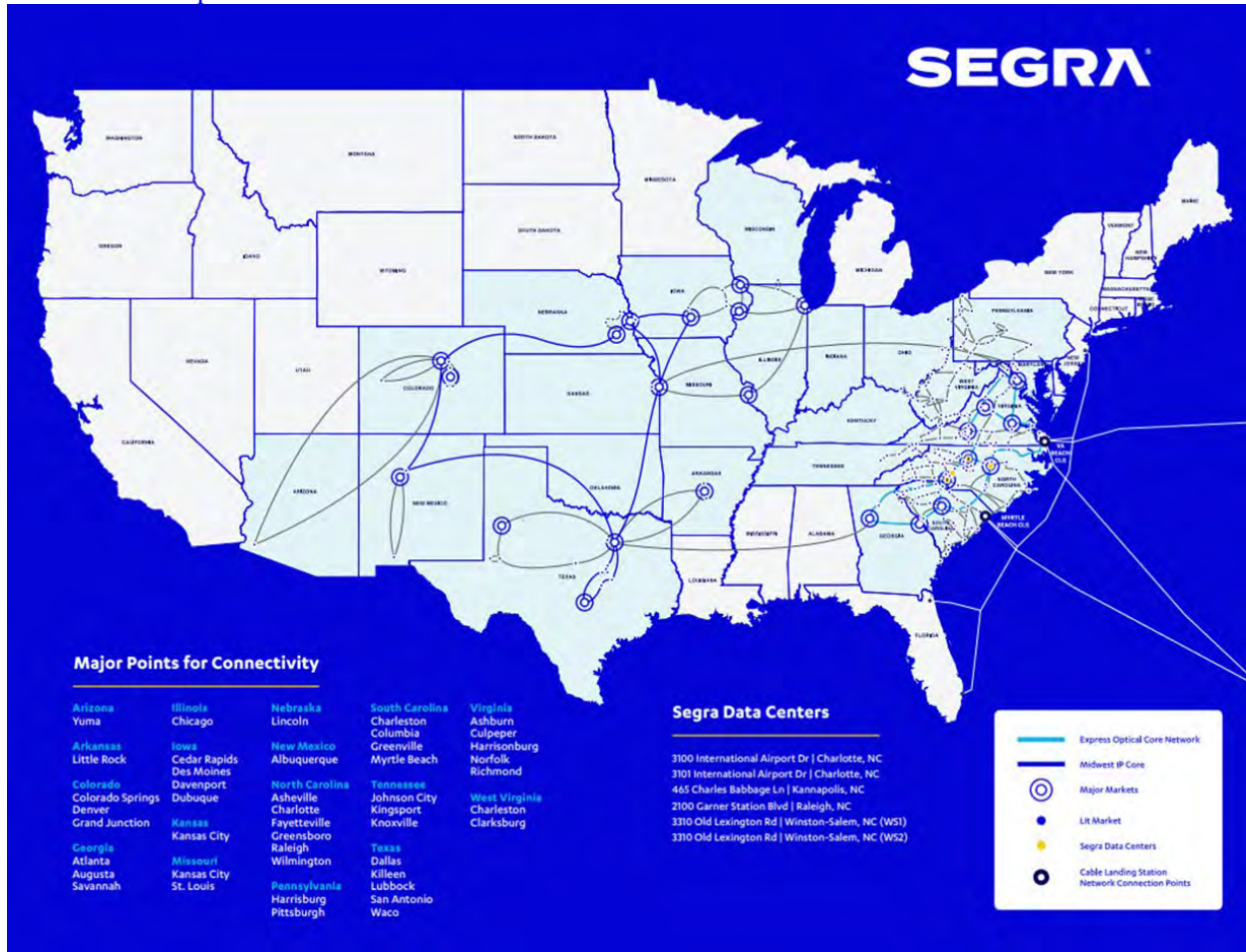
Informational

These informational communities are set. Routes received with informational communities already set are dropped.

- 7795:3000 Segra ip space announcements
- 7795:3001 customer ip space announcements
- 7795:3002 transit provider announcements

- 7795:3003 peer announcements
- 7795:3101 permit propagation to route reflectors (internal use only)
- Regional Markings
 - o 7795:3005 Ashburn
 - o 7795:3010 Chicago
- Transit Provider Markings
 - o 7795:2914 Announcements from NTT
 - o 7795:3356 Announcements from Level3

Network and Pop Infrastructure



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

SEGRA RESPONSE: Segra's NOC is equipped with many different Element Management Systems (EMS) that monitor specific vendors and technologies. These EMS monitor a specific set of equipment manufacturers in real time and provide visual fault indicators when an alarm is present within the infrastructure or backbone. If an outage occurs, Segra has Ethernet test heads strategically placed throughout the network to perform RFC 2544 testing on demand, which supports our ability to meet the four hour Mean Time To Repair (MTTR) in our Service Level Agreement (SLA).

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.

SEGRA RESPONSE: Service descriptions have been addressed in the Statement of Work as well as the As-Built diagrams detailing the existing service topology, as well as existing circuit id's.

Leadtime and cost per site would only be applicable to any additional facility where James Madison University would wish to establish new service and would be handled by a service order pursuant to the terms and conditions and pricing matrix of this solicitation. Typically, the quoted standard interval is 180 Business days, which covers any outside plant permitting, construction, site preparation, equipment procurement and installation of the requested service.

Site requirements for service demarcation room readiness for service are attached for JMU's consideration, however, cost per site that the University would be responsible for may vary based on the amount of work and material needed.

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.

SEGRA RESPONSE: Segra designs, builds and maintains custom solutions for our customers and each situation is unique and pricing could vary based on multiple factors. Rest assured, Segra has a sophisticated internal workflow to determine and minimize the costs associated with each situation in order to provide our customer with the best value possible. There are no known areas near the university that could not be serviced by Segra 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.

SEGRA RESPONSE: Segra's objective for Network Availability is 99.99%. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein.) Unavailability and credits will be prorated and paid in 15-minute increments.

In order to receive any of the service credits described in this SLA, Customer must notify Segra within ninety days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit.

Reports are prepared and credits for documented occurrences are issued within 60 business days of receipt of Customer notice.

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

SEGRA RESPONSE: Segra designs, builds and maintains custom solutions for our customers and each situation is unique. Volume discounts and/or restrictions are typically determined during the contract negotiation period after all known factors are available to both Segra and the customer (i.e. the actual service(s) being requested, the actual volume being requested, the site's physical location(s), etc.).

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

SEGRA RESPONSE: Scheduled Maintenance is any maintenance performed by Segra, at customer's premises, that is performed between 12:00 AM and 6:00 AM or, if possible, otherwise scheduled according to the customer's or company's request and mutually agreed upon by both parties. The customer will receive at least 48 hours' advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond to and resolve emergency issues associated with service-affecting conditions. The customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters, etc.: Segra will, if practical due to the nature and scale of the emergency, make an attempt at notification. If, however, the Segra NOC receives equipment degradation or failure alarms that will require future repair or replacement, Segra will notify the customer of the imminent activity and estimated time of repair.

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

SEGRA RESPONSE: Segra Physical infrastructure is based on a Ring Topology, thus allowing multiple nodes on any given ring

Bandwidth utilization is the determining factor for transport ring size and as such, limits on node count are a standard practice with infrastructure design. Multiple customer are possible on any given ring, however JMU circuits are separated securely within the Segra network by Layer 2 VLAN / Bridge Domain for VPLS services or for Layer3 Virtual Routing and Forwarding tables [VRF] as the type of circuit / service dictate.

D. Voice Service

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

SEGRA RESPONSE: Segra currently is the incumbent service provider for the JMU network and internet. Established services have been provisioned and in use since the last iteration of this solicitation. Segra is capable and looks forward to continuing and expanding the current relationship with JMU.

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

SEGRA RESPONSE: It has been indicated within this solicitation, that JMU would like to convert the existing TDM PRI Circuits to SIP within the term of this contract. Discussion would need to take place in ensure that all the customers voice equipment is capable of processing SIP Traffic handed off to the JMU phone system. Currently the network in place will support SIP Traffic and Segra would need minimally two IP addresses to terminate SIP traffic [IP TrunkGroup] to in a failover or Load sharing scenario whichever is required.

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

SEGRA RESPONSE: As the incumbent service provider, there will be no interruption in service and Segra will continue to provide 99% uptime availability.

4. Indicate your maintenance period and any notification process.

SEGRA RESPONSE: Standard Segra maintenance windows are defined as Midnight to 0600 [Local time].

Scheduled Maintenance is any maintenance performed by Segra, at customer's premises, that is performed between 12:00 AM and 6:00 AM or, if possible, otherwise scheduled according to the customer's or company's request and mutually agreed upon by both parties. The customer will receive at least 48 hours' advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond to and resolve emergency issues associated with service-affecting conditions. The customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters, etc.: Segra will, if practical due to the nature and scale of the emergency, make an attempt at notification. If, however, the Segra NOC receives equipment degradation or failure alarms that will require future repair or replacement, Segra will notify the customer of the imminent activity and estimated time of repair.

5. Describe your number porting procedure.

SEGRA RESPONSE: Customer Service Records [CSRs] are obtained from the incumbent carrier, [in this case Segra is the incumbent] therefore this may not apply if Segra is awarded the bid.

A Porting request is then filed with that carrier and the LNP / Cutover date takes place on Firm Order Commitment date [FOC] provided by Project management.

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.

SEGRA RESPONSE: Segra's Network Operations Center is consistent through our ISP, Data, and Voice Services.

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.

SEGRA RESPONSE: Segra was founded in 1897 and headquartered in Charlotte, North Carolina and is one of the largest independent commercial fiber companies in the United States. Lumos Networks LLC d/b/a Segra was acquired by Cox Communications in 2021 and became a wholly-owned subsidiary of Cox Communications, Inc. As a privately held organization, Cox Communications does not publish funding information. Segra is committed to maintaining a customer-centric operation with next-generation infrastructure and comprehensive solutions.

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

SEGRA RESPONSE: Segra owns and operates a wide and dense fiber-optic infrastructure footprint that provides state-of-the-art connectivity, cybersecurity, voice, cloud and colocation solutions, all backed by industry leading service and reliability. Serving over 20,000 connected customer locations in 24 states and 44,000 fiber route miles, Segra has been providing customer focused solutions for over 125 years. Segra is a standalone fiber company owned by Cox Communications. In future years, Segra will continue to enhance and provide a broad range of solutions that will support many diverse applications nationwide. As we have done for the past 125 years, Segra will continue to grow and innovate to serve new markets and customers throughout the United States.

3. Provide a list of clients and current projects.

SEGRA RESPONSE: Segra believes this request is unduly burdensome and could cause Segra to be in violation of CPNI privacy laws. Therefore, we are unable to share our customer list absent consent from each customer. Segra has completed Attachment A and provided five (5) references. If additional information is needed, Segra would be happy to provide them.

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.

SEGRA RESPONSE: Segra is a provider of leased dark fiber and would be happy to develop a design based on the specific needs of James Madison University. To provide pricing details, Segra would require specific information, to include: A and Z location addresses, requested strand count, and contract term. This additional information would allow us to adequately assess and address the needs of James Madison University.

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.

SEGRA RESPONSE: Segra is enthusiastic about the potential for collaboration and believe that a partnership between Segra and James Madison University (JMU) can yield significant mutual benefits. Here are some ideas on how such a relationship can be advantageous:

Enhanced Connectivity and Technology Solutions:

*Advanced Network Infrastructure: Segra can provide JMU with state-of-the-art network infrastructure, ensuring reliable and high-speed connectivity across the campus. This will support JMU's academic and administrative functions, enhancing overall efficiency.

*Innovative Technology Solutions: Collaborate on the implementation of cutting-edge technology solutions to drive innovation and improve operational effectiveness at JMU.

Community Engagement and Corporate Social Responsibility:

*Community Service Projects: Collaborate on community service initiatives that align with both JMU's mission and Segra's values, making a positive impact on the local community.

*Sponsorships: Continue annual sponsorship toward scholarship funding.

We are confident that our strategic partnership will lead to continued opportunities for growth and success as we work together to achieve our shared goals.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read and understands.

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*.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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’ proposal.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.**

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.)

SEGRA RESPONSE: Segra has read, understands, and will comply.

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

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra is a wholly owned subsidiary of Cox Communications (“Cox”) which is a subsidiary of Atlanta-based Cox Enterprises, Inc. (“CEI”), a leading communications and automotive services company. Cox is the largest private broadband provider in the United States and serves nearly 7 million residences and over 355,000 businesses.

Segra, as a privately held company, does not provide financial information through a public bidding opportunity. However, Segra proudly invests millions of dollars annually in network expansion and upgrades in order to serve more businesses, offer the best solutions to our customers and support the company’s growth. As a subsidiary of Cox, Segra has the financial support and backing of one of the largest privately-held companies in the U.S. Cox maintains investment grade debt based on a number of factors considered by the rating agencies, such as, profitability, cash flow, total debt outstanding, interest requirements, liquidity needs and availability of liquidity. Refer to the respective website for specific ratings information at www.moody.com, www.standardandpoors.com and www.fitchratings.com.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

SEGRA RESPONSE: Segra has completed Section X.

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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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*).

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and so certifies.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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>*).

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

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.

SEGRA RESPONSE: Segra respectfully takes exception to portions of the provision above, as they are not all applicable to the types communications services that Segra provides. We suggest that the following adjustments be made to this provision in order to clarify the processes for ordering additional services or requesting changes in scope.

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 additional service or request 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 and the place of delivery or installation. The contractor shall acknowledge 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. Intentionally omitted; or
 - c. By requesting the contractor to proceed with the provision of additional services based on a price quote from the contractor, without finalizing a mutual agreement between the parties in writing. The parties will make best efforts to enter into a mutual agreement in writing within thirty (30) days of said request. In such case contractor will keep a record of all costs incurred and savings realized. 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 upon request. 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.

SEGRA RESPONSE: Segra has read and understands.

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:

3. **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.
4. **Employer's Liability:** \$100,000
5. **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.
6. **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.)*)

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read and understands.

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

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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.

SEGRA RESPONSE: Segra takes exception to a portion of this provision and proposes the following language:

AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract after payment for such period of time required by Virginia Law, 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, nor more than once per calendar year, any of said materials during said period. Records shall be made available during Contractor's normal working hours for this purpose upon reasonable prior notice to Contractor. The party conducting the audit shall bear the cost of the audit.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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
Name of Purchasing Officer: Doug Chester	RFP Title	

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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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 SBSB 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 .**

SEGRA RESPONSE: Segra has read and understands.

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 (SBSB) 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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 (SBSB)-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 .**

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra respectfully takes exception to a portion of the provision above, and requests the following revisions:

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 gross negligence or willful misconduct of the Commonwealth of Virginia, its officers, agents and employees, or by the using agency or to failure of the using agency, its officers, agents and employees 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.

SEGRA RESPONSE: Segra respectfully takes exception to portions of the provision above, specifically based on the types of services that it provides and the Cooperative Purchasing aspects of this procurement. Project scope, complexity, and timeline may differ significantly, and each potential purchaser under this Agreement may have unique needs or requirements that require customized solutions and pricing. Segra requests that the following adjustments be made to this provision.

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 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. The parties shall agree in writing to modify the terms, conditions or scope of the contract in order to accommodate the purchase of additional goods and services. Pricing for additional goods and services will be market-based for similarly situated purchasing entities along the same geographic routes.

- 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.

SEGRA RESPONSE: Segra has read and understands.

- 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).

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read and understands. Segra may subcontract for installation, maintenance, repair, restoration, relocation, or other operation and technical services it is obligated to provide. All subcontractors are properly vetted, bonded and insured. Segra shall remain the single point of contact for all subcontracted services.

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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

- 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.

SEGRA RESPONSE: Segra has read, understands, and will comply.

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>

SEGRA RESPONSE: Segra has read, understands, and will comply.

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	\$5,950	
Commodity Internet Upgrade to:			
20 Gbps	\$0	\$10,500	
30 Gbps	\$0	\$12,000	
40 Gbps	\$0	\$15,000	
50 Gbps	\$0	\$16,500	
60 Gbps	\$0	\$19,000	
70 Gbps	\$0	\$21,000	
80 Gbps	\$0	\$24,000	
90 Gbps	\$0	\$25,000	
100 Gbps	\$0	\$28,000	
Remote Layer 2 Ethernet			
200 Mbps	\$0	\$744	
500 Mbps	\$0	\$831	
1 Gbps	\$0	\$1,093	
5 Gbps	\$0	\$1,532	
10 Gbps	\$0	\$1,912	
ISDN PRI 23b + 1D			
DID Number	\$0	\$.20	
800 Number	\$0	\$2	
Other Services			
Converged PRI	\$0	\$276	
SIP	\$0	\$12	Per trunk
Hosted Voice	\$0	*	Details included in additional pricing matrix below
SDWAN	\$0	**	Details included in additional pricing matrix below

	Install/Delivery One-Time Charge	Monthly Recurring	Notes
SD-WAN			
SD-WAN Enabled Ethernet WAN Service 5 Mbps	\$0	\$310	
SD-WAN Enabled Ethernet WAN Service 10 Mbps	\$0	\$310	
SD-WAN Enabled Ethernet WAN Service 25 Mbps	\$0	\$330	
SD-WAN Enabled Ethernet WAN Service 50 Mbps	\$0	\$450	
SD-WAN Enabled Ethernet WAN Service 100 Mbps	\$0	\$515	
SD-WAN Enabled Ethernet WAN Service 200 Mbps	\$0	\$650	
SD-WAN Enabled Ethernet WAN Service 300 Mbps	\$0	\$700	
SD-WAN Enabled Ethernet WAN Service 500 Mbps	\$0	\$775	
SD-WAN Enabled Ethernet WAN Service 1 Gbps	\$0	\$975	
SD-WAN Enabled Ethernet WAN Service 2 Gbps	\$0	\$1,775	
SD-WAN Enabled Ethernet WAN Service 3 Gbps	\$0	\$2,250	
SD-WAN Enabled Ethernet WAN Service 5 Gbps	\$0	\$3,250	
Hosted Voice			
Standard Seat – Includes Soft Phone and Desk Phone	\$0	\$11	
Professional Seat – Includes Soft Phone with Messaging and Desk Phone	\$0	\$16	
Professional Plus Seat – Includes Soft Phone with Messaging, Meetings plus Desk Phone	\$0	\$22	
Premium Seat – Includes Soft Phone with Messaging, Meetings, Advanced Collaboration plus Desk Phone	\$0	\$30	
Premium Call Center Agent Console w/License Premium Call Center Supervisor Console w/ License	\$0	\$17	
Premium Call Center Supervisor Console w/ License Premium Call Center Supervisor Console w/ License	\$0	\$26	
Receptionist Console	\$0	\$35	
Sidecar	\$0	\$0	
Automated Attendant	\$0	\$7	
Conference Phone Poly Trio 8800 (or Similar) Managed 24-Port PoE Switch	\$0	\$15	
Managed 24-Port PoE Switch	\$0	\$40	

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 _____ *Segra’s modern fiber technology company was established in 1985

- 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 #
UVA	10+ years	4105 Lewis and Clark Dr Charlottesville, VA 22903	Alan Oktay, 434-882-2573
VA Tech	8+ years	220 Gilbert St Blacksburg, VA 24060	Jeff Crowder, 540-231-3900
VCU	6+ years	701 W Broad St Richmond, VA 23220	Bill Jones, 804-539-5412
State of South Carolina	10+ years	4430 Broad River Road Columbia, SC 29210	Kent Myer, 803-896-6865
State of West Virginia	10+ years	1900 Kanawha Blvd Charleston, WV 25305	Josh Tinnel, 304-957-8277

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

Lumos Networks LLC d/b/a Segra, 11215 N. Community House Rd., Fl 10, Charlotte, NC 28277

Gary Crocco, VP Mid-Atlantic Government & Education Team,
4050 Innslake Drive, Suite 350, Glen Allen, VA 23060

Scott Rodgers, Government & Education Account Executive,
4050 Innslake Drive, Suite 350, Glen Allen, VA 23060

- 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: Lumos Networks LLC d/b/a Segra **Preparer Name:** Scott Rodgers

Date: April 9, 2025

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDD 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 REQUIRE

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

Procurement Name and Number: FDC-1227

Date Form Completed: April 9, 2025

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

Offeror / Proposer:

Lumos Networks, LLC d/b/a Segra
 Firm

11215 N Community House Rd., Floor 10, Charlotte, NC 28277
 Address

Scott Rodgers, (804) 640-3261
 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)
<p>As the incumbent service provider, Segra does not require the use of subcontractors to provide the requested services. Segra is committed to utilizing Small, Women, and Minority-Owned Businesses as opportunities arise for us to partner with them. Segra agrees to continually seek opportunities to engage diverse suppliers and will resubmit this form to report SWaM utilization throughout any active or future project if the use of subcontractors is required.</p>					

(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

Zone 1

George Mason University (Fairfax)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 7

Longwood University (Farmville)

Zone 2

James Madison University (Harrisonburg)

Zone 5

Christopher Newport University (Newport News)

College of William and Mary (Williamsburg)

Norfolk State University (Norfolk)

Old Dominion University (Norfolk)

Zone 8

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

Zone 3

University of Virginia (Charlottesville)

Zone 6

Virginia Commonwealth University (Richmond)

Virginia State University (Petersburg)

Zone 9

University of Virginia - Wise (Wise)



March 18, 2025

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

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

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

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

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

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

2. Can you share any PBX information?

Answer: The PBX is an NEC SV9500.

3. Is the current PBX IP capable?

Answer: Yes.

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

Answer: Yes.

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

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

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

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

Answer: Replace the ISDN PRI.

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

Answer: Yes to both options.

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

Sincerely,

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



PROCUREMENT SERVICES
 752 Ott Street, Wine Price Building
 HARRISONBURG, VA. 22807

RFP # FDC-1227

Internet Bandwidth Data and Voice Services

Evaluation Criteria

	<u>POINT VALUE</u>
1. Quality of products/services offered and suitability for the intended purposes.	30
2. Qualifications and experience of the Offeror in providing the goods/services.	25
3. Specific plans or methodology to be used to perform the services.	20
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses	10
5. Cost	15
	100

Section 1 – Methodology / Specific Plan

*V. Proposal Preparation & Submission, B. Specific Proposal Instructions
2. Plan and methodology for providing the goods/services as described in Section
IV. Statement of Needs of this Request for Proposal.*

Scope of Work

In this proposal, Segra is offering the following:

- 2 X 10 Gbps: Dedicated Internet Access (DIA) at established locations
- 2X Segra Distributed Denial of Service (DDoS) Edge Protect
- PRI Services with a potential to convert to SIP at established locations
- WAN Service from 200 Mbps to 1 Gbps at established locations

Dedicated Internet Access (DIA)

Dedicated Internet Access is a high-performance fiber-based connectivity service, which provides dedicated connectivity to the internet with guaranteed bandwidth to help ensure that your school and library are always online, with all the speed and performance they require. Benefits of Segra DIA include:

- Increased productivity. Boost productivity by providing the reliable, high-performance internet access digital classrooms need to operate every day.
- Improved scalability. Offers scalability by supporting a range of access speeds, so schools and libraries can grow, or reduce, internet bandwidth as demands change.

Ring Design

Many institutions rely on a hub-and-spoke model that was designed to allow simple, centralized monitoring and control. However, a centralized design poses a risk to service availability if the connection to the spoke (the central office) goes down or is severed, leading to outages for all schools on a hub. Segra designs network topologies without hub-and-spoke layouts, called ring topologies. With these ring network connections, there is a circular data path, with each networked node connecting to two others, like points on a circle that eliminate single points of failure.

Segra is providing the 10 Gbps compatible equipment for this location specifically engineered for the dedicated fiber path to deliver 10 Gbps of internet connectivity at each location. When the need arises for additional bandwidth, this design makes it simple to handle upgrades.

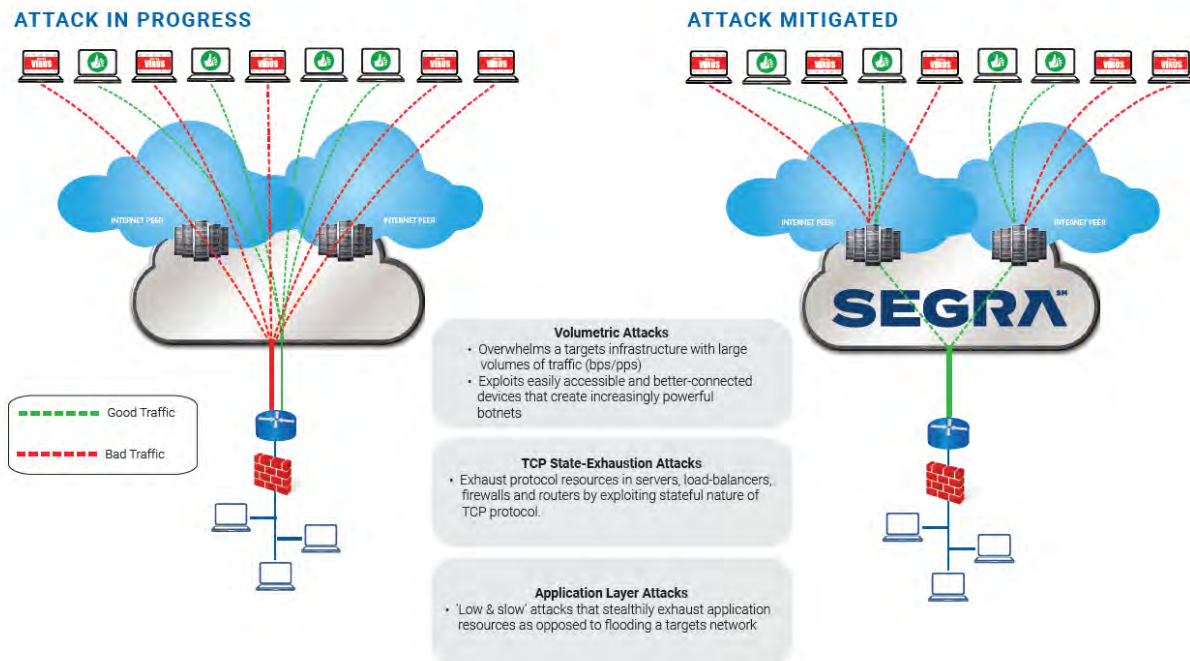
This dedicated and symmetrical network design offers synchronous upload and download speeds due to bandwidth that is not shared. Additionally, our fiber connectivity provides much greater reliability and availability, with a 99% uptime availability.

Segra currently provides a /30 IP address block by default to each location, allowing one (1) usable IP address for the client. Additional IPs are available for an added fee (may require justification). IPv6 space is also offered upon request. In addition,

Border Gateway Protocol (BGP) peering can be established if the customer supplies a /24 IP block and has an existing Autonomous System Number (ASN).

Segra Distributed Denial of Service (DDoS) Edge Protect for DIA Solutions

DDoS attacks can strike at any time with potentially devastating effects to your network. At a minimum, these assaults compromise your user/customer experience and can often shut down networks completely, resulting in lost productivity, revenue, and costly bandwidth charges. With these attacks becoming a regular threat, it pays to be prepared. Segra's DDoS protection service employs a multi-layered approach to DDoS defense to ensure your organization is safeguarded from both complex, stealthy DDoS attacks and the very large attacks that can quickly saturate internet connectivity.



DDoS Attacks Denied at Internet Peering Points

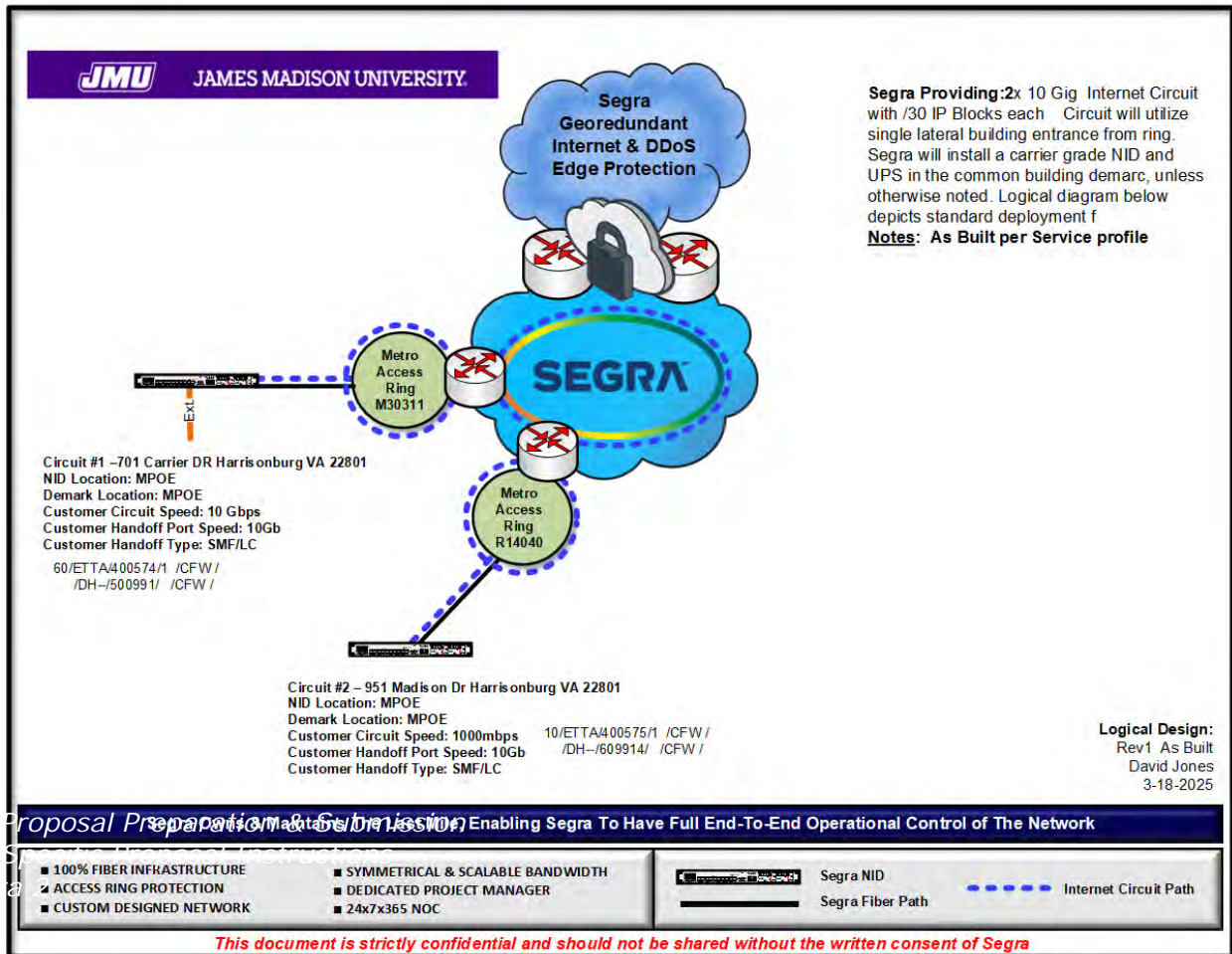
- Network traffic analyzed constantly by Segra's SOC.
- Types of attacks addressed – volumetric, reflective, and resource-exhaustion.
- Automated attack alert email.
- Availability – only available in conjunction with Segra DIA service.
- DDoS protection for entire subnets.
- Scrubbing service available yet not needed.

DDoS protection appliances are located at high-volume entry points on the Segra core network where attacks are most likely to occur, such as public transit connections. The appliances automatically inspect all traffic as soon as it arrives at an entry point, immediately discarding malicious packets while sending legitimate

packets to their destination. During this process, other network services continue to operate without interruption, even latency-sensitive applications like voice and video.

- **FAST** - The protection capability is purpose-built for speed and low latency, so attacks are detected and mitigated immediately without impacting network performance.
- **EFFECTIVE** - The protection is comprehensive, identifying both existing and newly discovered attack types, and preventing direct attacks as well as their side effects.
- **RISK REDUCTION** - The fast, effective protection included in the Segra DIA service significantly minimizes the risk of DDoS attacks from the public Internet.
- **REAL-TIME FILTERING** - Inspection, detection, and scrubbing occur as soon as traffic arrives at the Segra network.
- **AUTOMATIC PROCESSING** - All filtering functions are performed automatically, without the requirement for regular human intervention and/or delay.
- **IN-LINE OPERATION** - Traffic stays on the Segra network during filtering instead of being physically and/or logically diverted for processing, minimizing latency.
- **COMPREHENSIVE PROTECTION ANALYTICS** - Inherent analytics detect a variety of attack types and are updated continually with the latest intelligence on DDoS threats.
- **SCALABILITY** - The DDoS protection appliances are designed and located to easily keep pace with growth in the Segra footprint and the customer networks we serve. Any site a customer adds to the Segra network is automatically protected from DDoS attacks without configuration changes.

Established DIA Services:



Available Voice Services:

Converged Analog, Cloud Hosted/Unified Communication [Cisco Webex], Converged PRI, SIP, and IP FAX.

Segra no longer supports traditional TDM based voice services. therefore, the existing TDM PRI service will be converted to Converged PRI Service. Handoff [RJ45 Copper] and protocol remain the same, as will the Line coding [B8ZS] and Framing [Extended Super Frame ESF]

Generalized SIP Considerations:

Segra utilizes Perimeta (MetaSwitch/Microsoft) as its SBC (Session Border Controller).

When updating and vetting SBC options years ago part of the decision to select and deploy multiple Perimeta SBC's was the fact that most of the largest tier 1 carriers were using Perimeta. An additional consideration was its flexibility for not needing to validate and on-boarding distinct SBCs for each application.

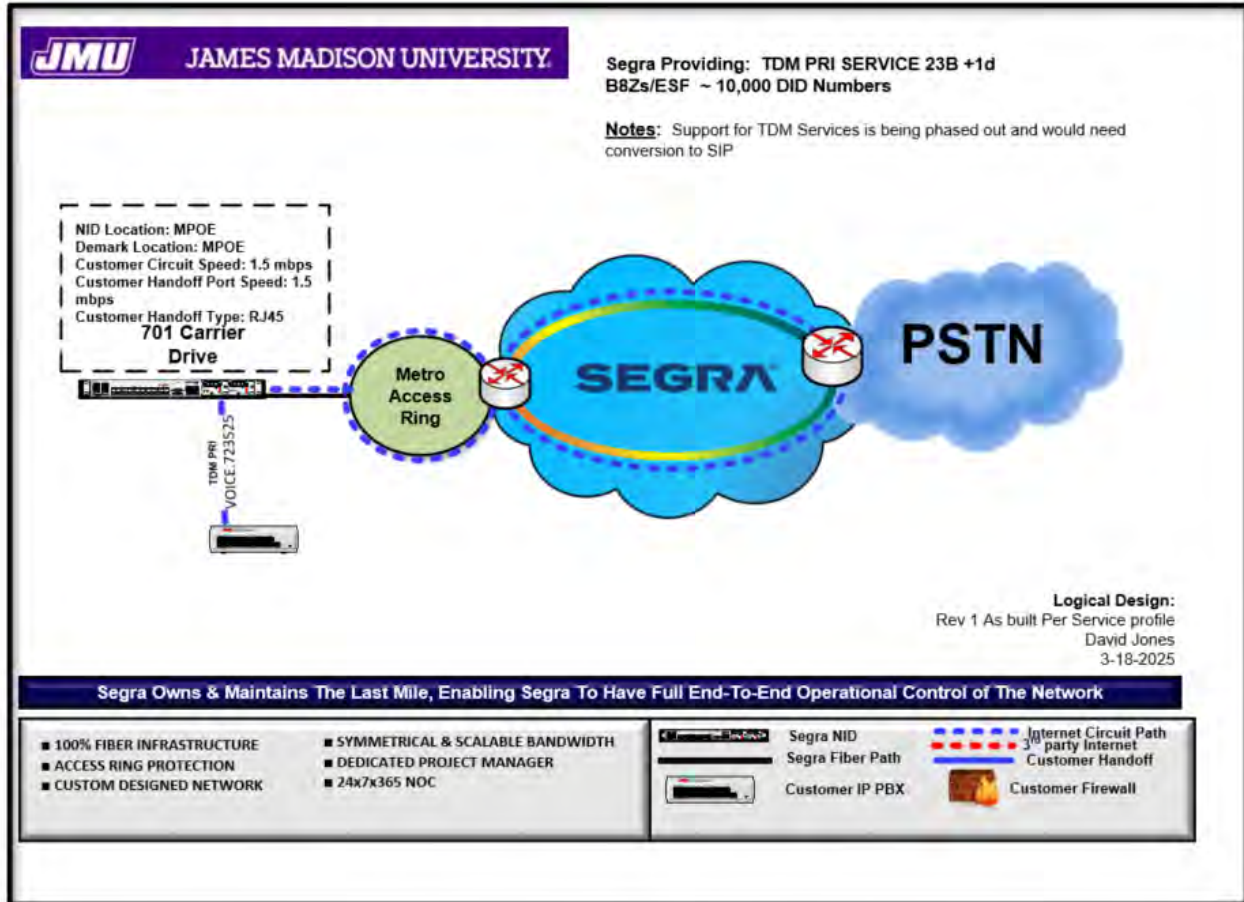
Distributed Admissions Manager (DAM) and the Secure Distribution Engine (SDE) allow hundreds of Perimeta instances to act and be managed as a single logical SBC. This means that Perimeta SBCs act in unison to provide maximum security to the network and provide unparalleled centralized intelligence when distributing traffic and making admission decisions related to SLAs and capacity limits.

SIP General Settings and IP PBX Compatibility

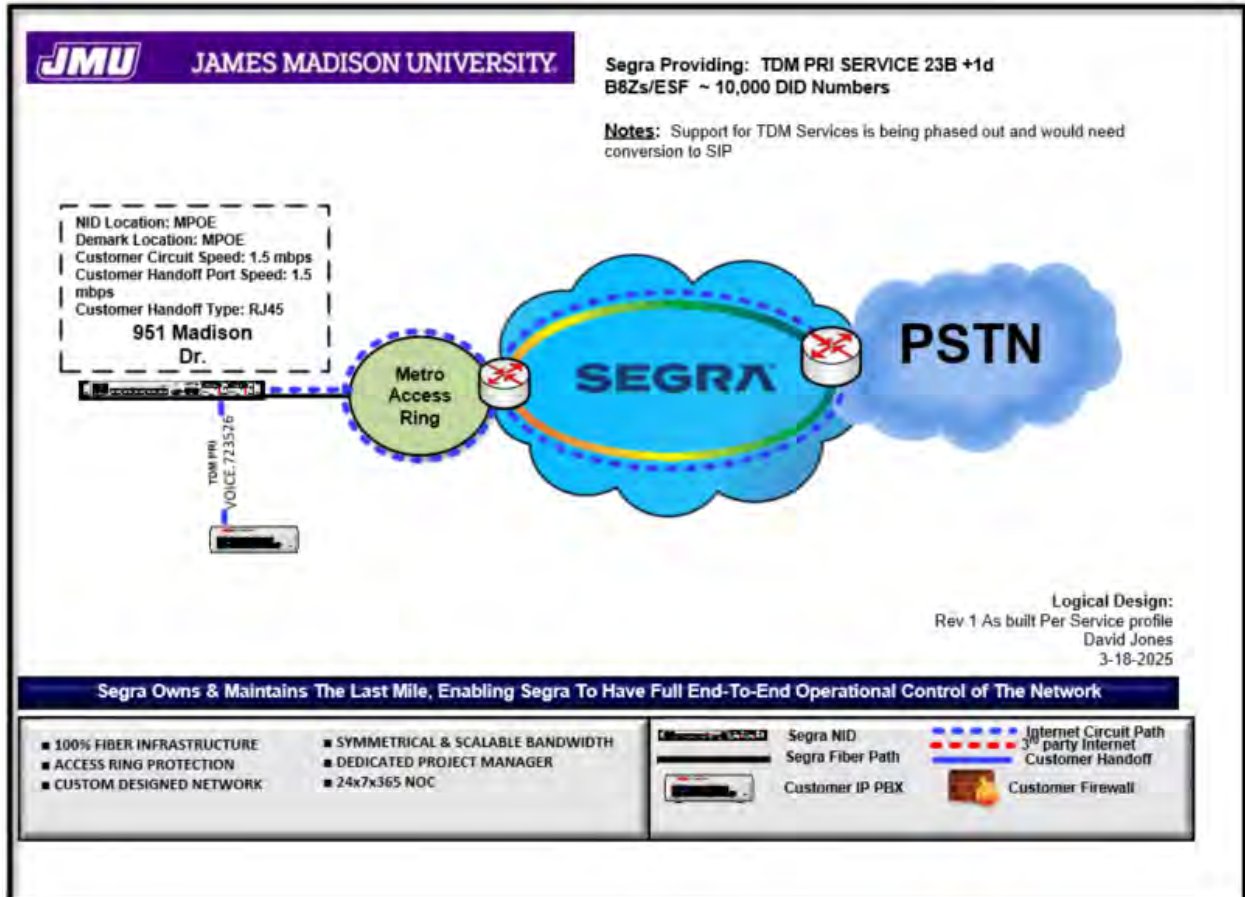
Protocols and encapsulation	SIP 2.0 (RFC3261 and associated RFCs) for signaling RTP for media encapsulation UDP transport (default) TCP transport (optional)
SIP Trunk Gateways & Firewall Configuration	For FQDN see your VoiceHost control panel. Firewall configuration: (IP's would be relayed prior to installation)
IP Ports	5060 UDP (SIP signaling) 10000-65335 UDP (RTP and SRTP stream) TCP and UDP port 389 (LDAP) and 636 (LDAPS) 24998 TCP (Softphone App only) 4998 TCP (Softphone App only) 5223 TCP (Softphone iOS only) 5228-5230 TCP (Softphone Android only)
Outbound Call Authentication	Username/password authentication (default) OR IP authentication
DTMF (Tones)	RFC2833 (out-of-band)
Audio Codecs	G.711 a-Law, G.711 u-Law, G.722 (HD), G.729
Video Codecs	H.264/MPEG-4, VP8, VP9
Codec Transcoding	Audio - Supported Video - Not Supported

Established Voice Services: Will be transitioned to Converged PRI

701 Carrier Drive

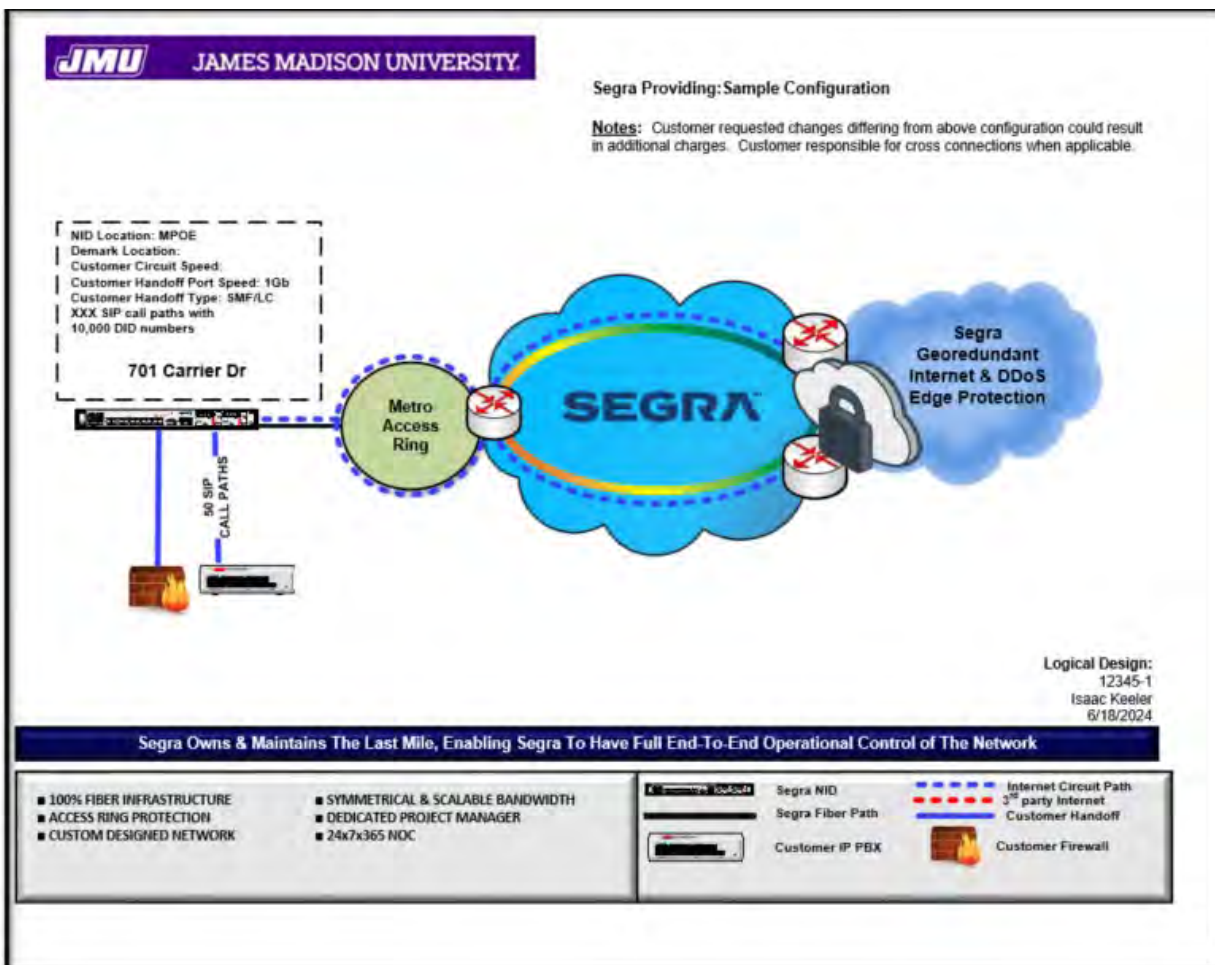


951 Madison Drive

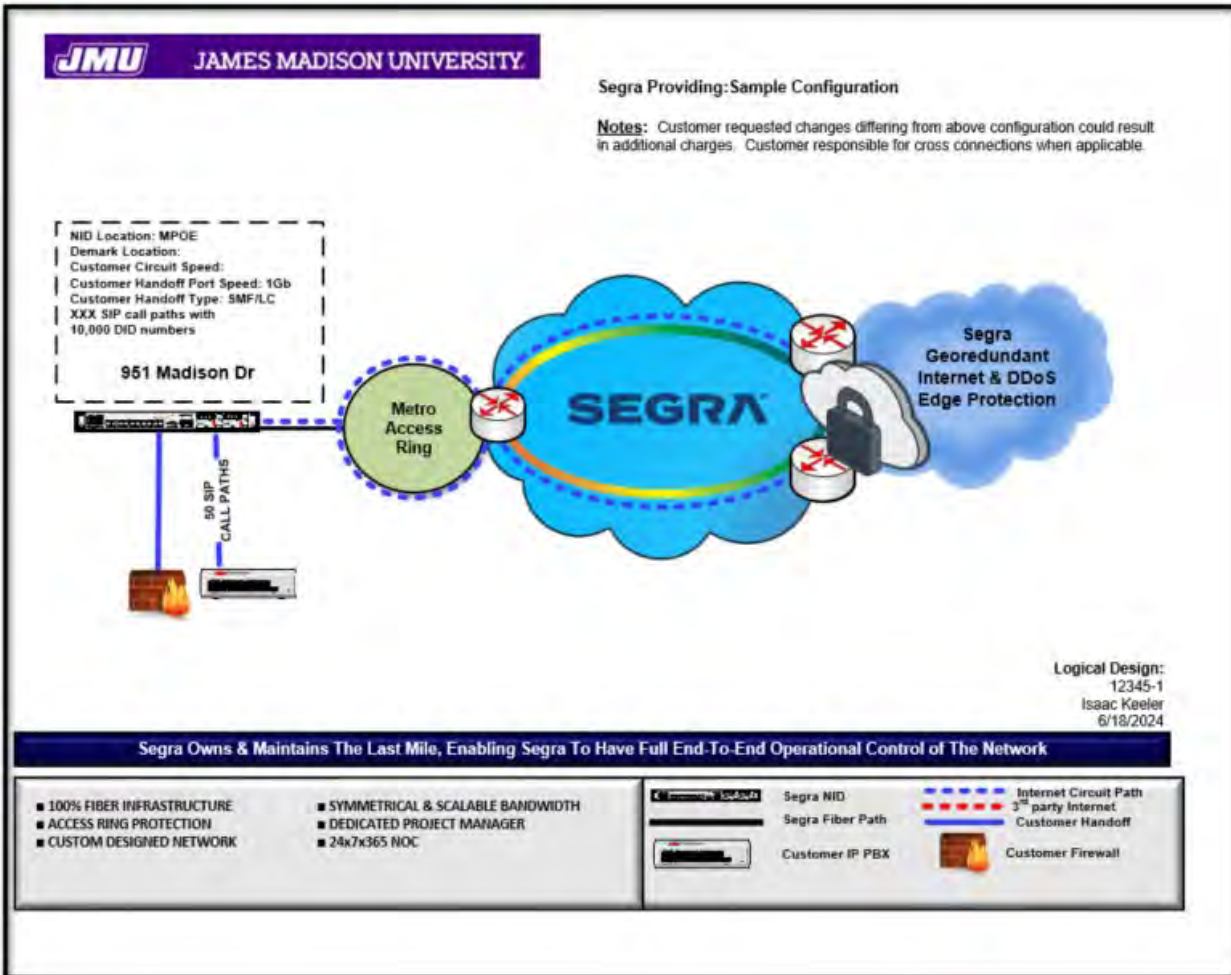


Potential SIP Conversion:

701 Carrier Drive



951 Madson Drive

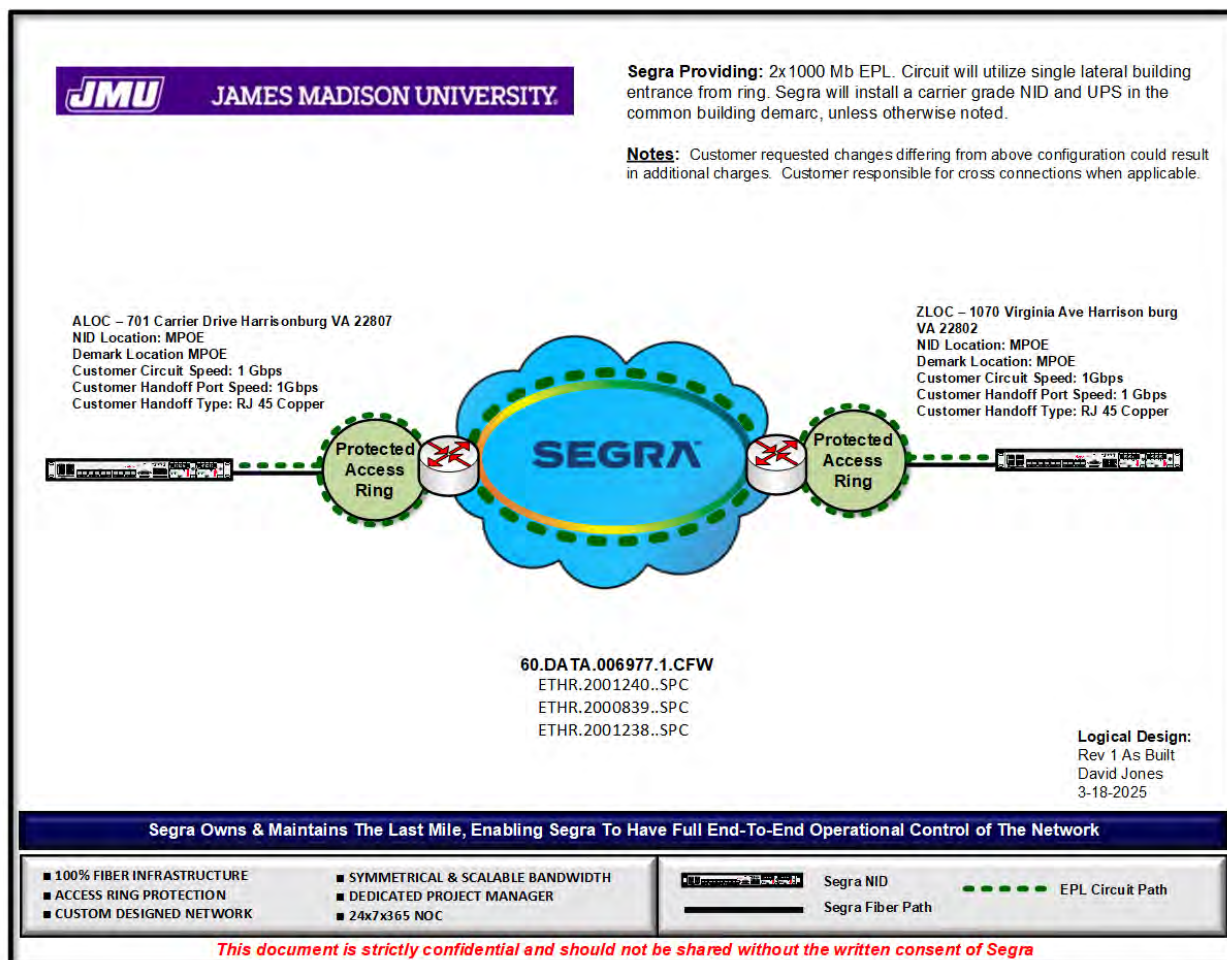


Ethernet WAN Service:

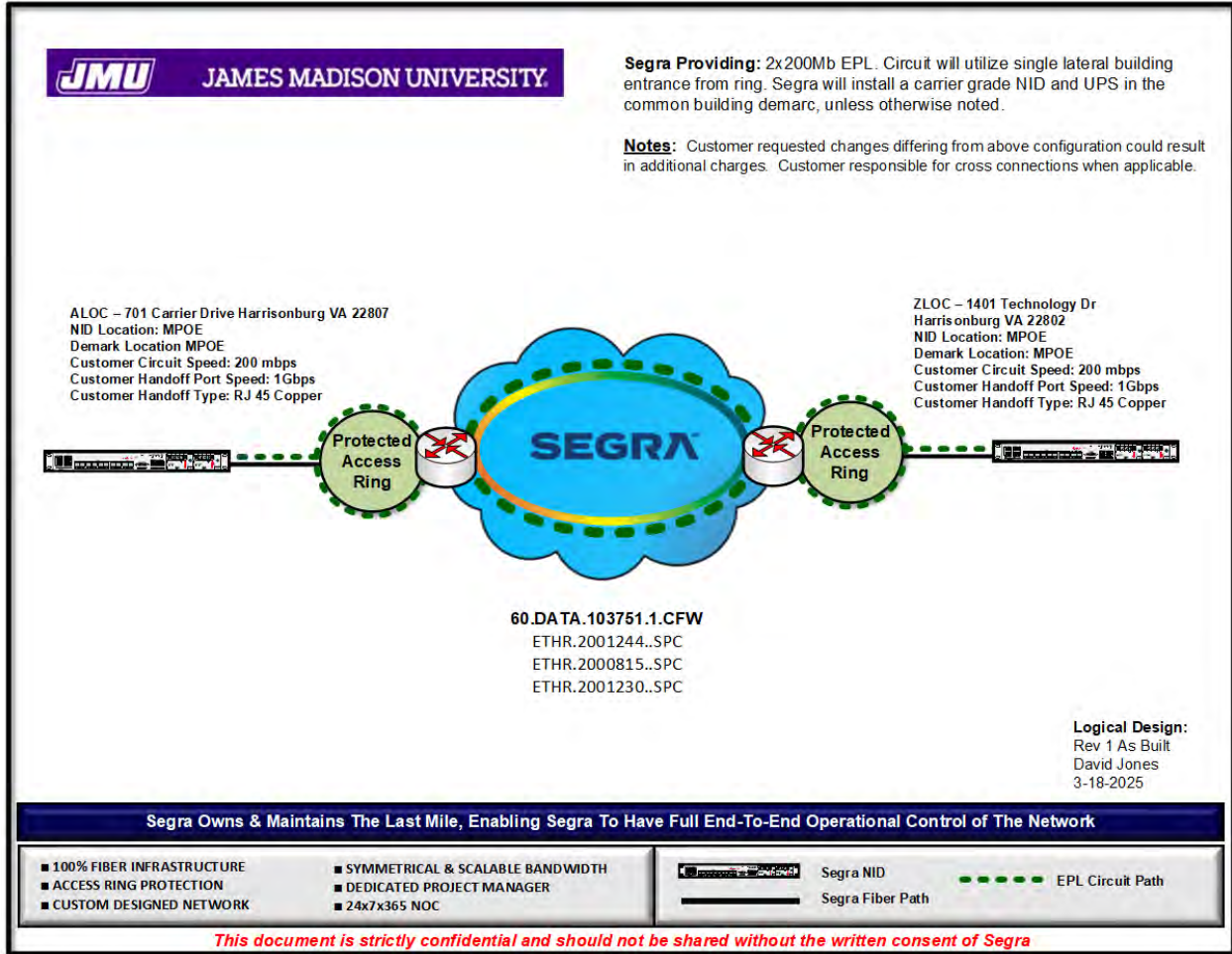
Ethernet WAN Service combines the reliability and ubiquity of Ethernet with the next generation wide area transport technology. The result is a service that delivers an efficient, fully restorable, easily managed network. Segra's Ethernet WAN Service enables you to seamlessly extend your Ethernet network beyond the local area. Today's enterprises use Ethernet LANs at each of their locations. Extending your corporate LAN over the Wide area represents a natural network solution. Available as Point to Point, Point to Multipoint, and Any to Any Connectivity, Segra Supports Layer 2 [VPLS] or Layer 3 [MPLS] as your needs dictate in Bandwidth increments from 20 mbps to 100 Gbps.

Established Ethernet WAN Services:

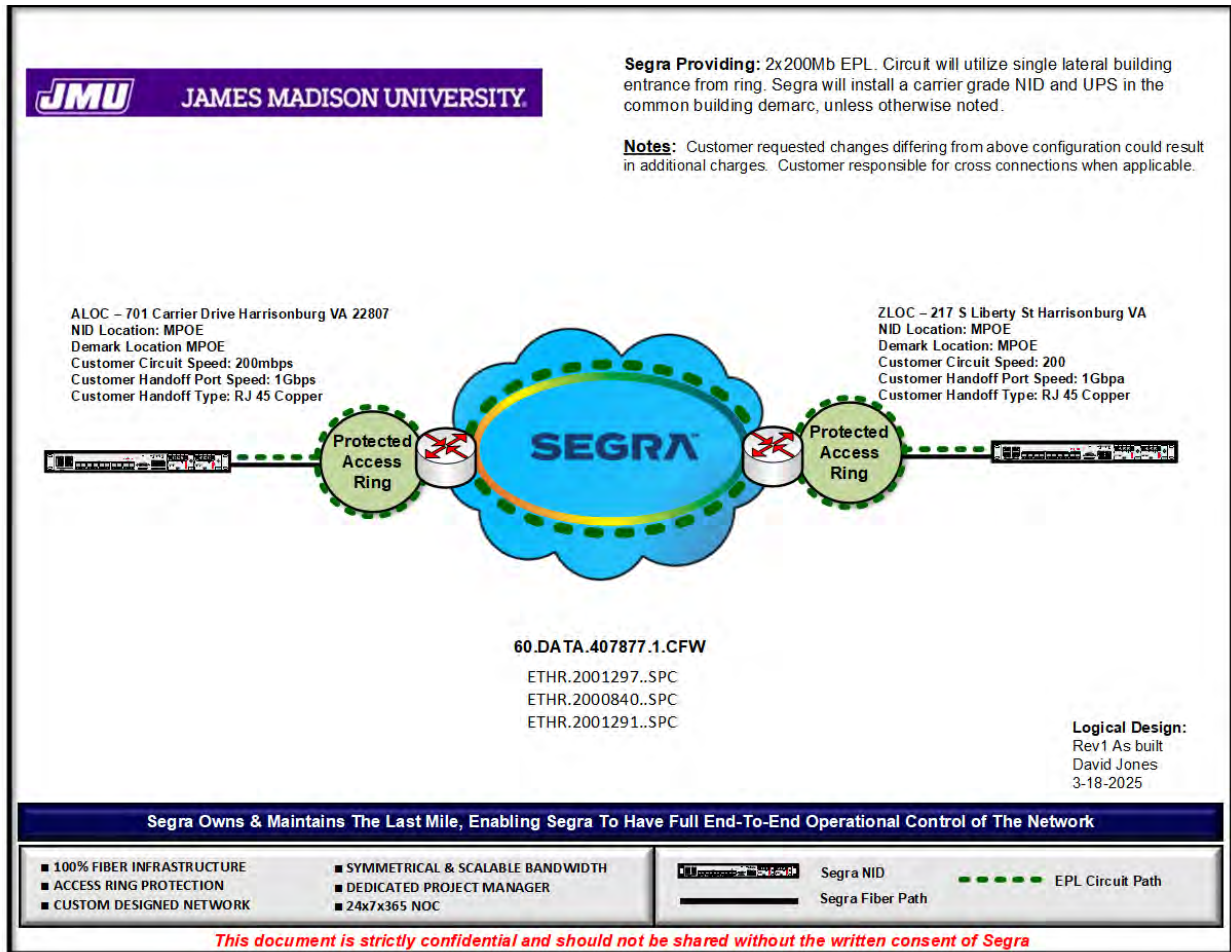
1070 Virginia Ave



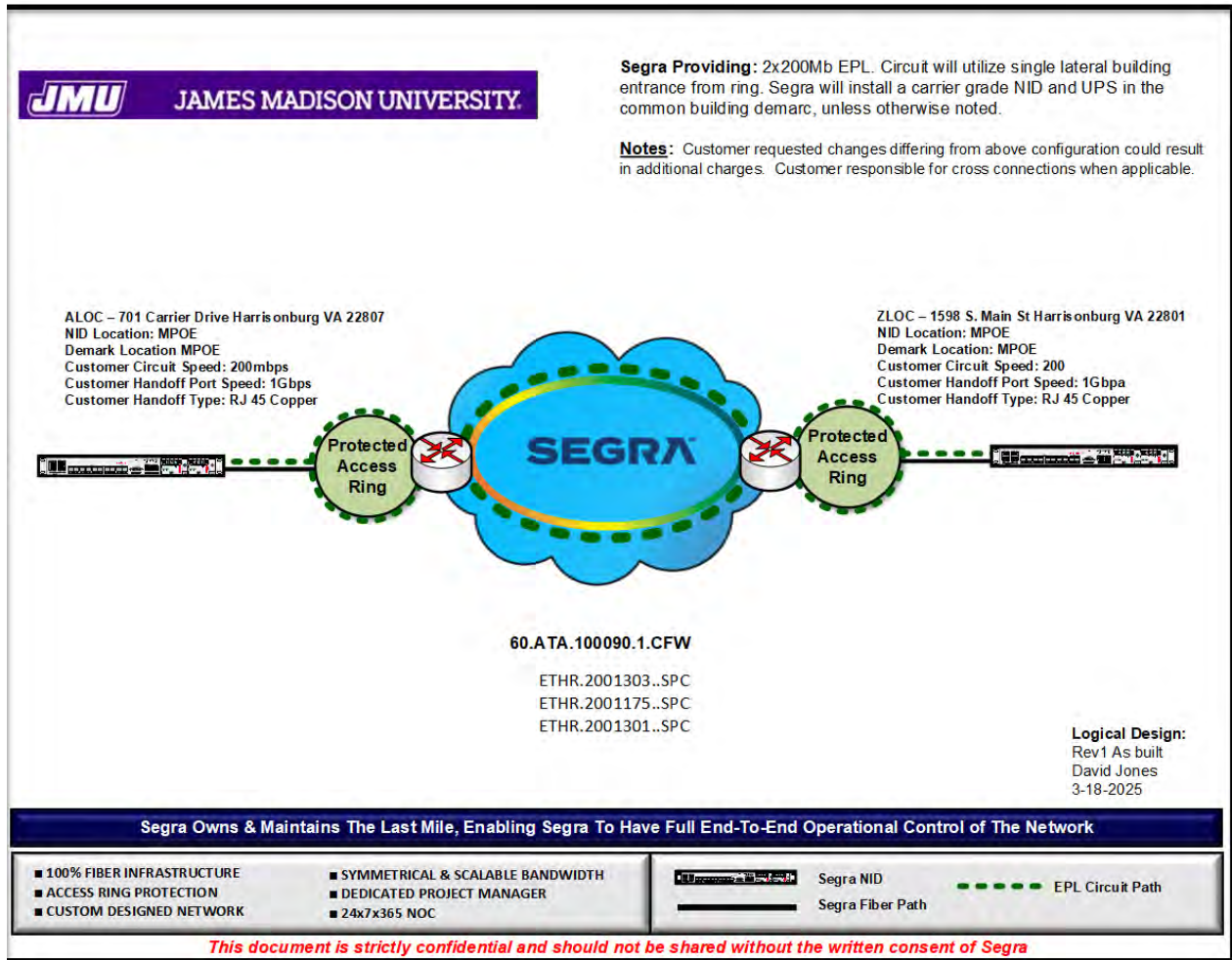
1401 Technology Dr



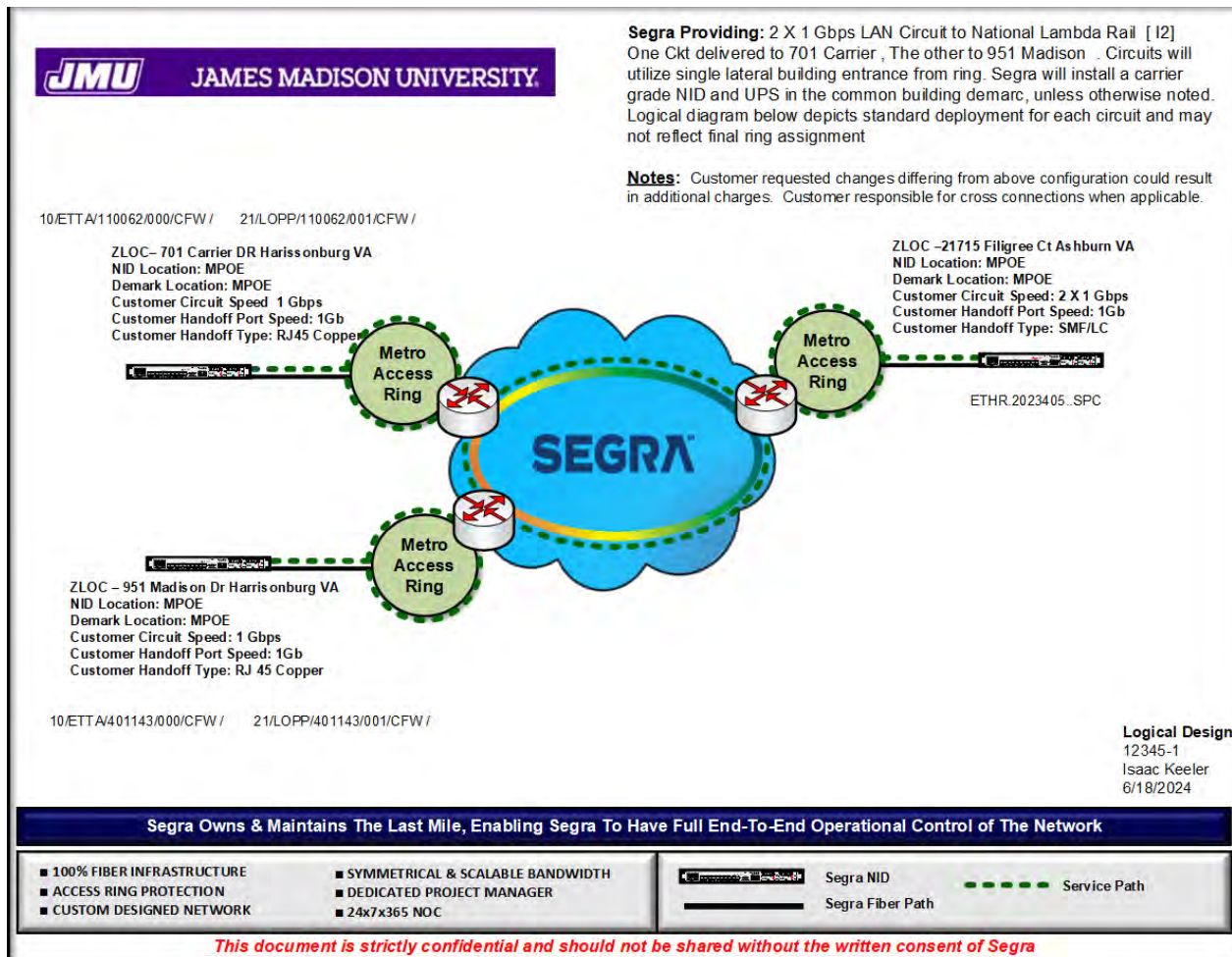
127 W. Bruce St / 217 S Liberty St



1598 S. Main St



21715 Filigree CT Ashburn VA



Demarcation and Electronics

The demarcation point is the Network Interface Device (NID) or smart jack. Depending on existing or new demarcation needs, the NID may be outdoors (in a weatherproof box) or indoors. Segra would get an agreement from the customer on demarcation location prior to any work being performed. Extending the demarcation is an available request to the customer as part of the installation service.

The equipment required for internet access typically consists of a 1RU fiber splice tray and a 1RU Segra managed switch. Segra supports multiple handoff options depending on interface requirements. Fees associated with providing Segra equipment are included within the pricing proposal.

Building Entry

Construction if required, of building entries will typically follow existing utilities and communication entry points. New conduit will be constructed where required, and

building entries are engineered to comply with National Electric Code guidelines. While most work will be conducted during normal business hours, Segra is able to coordinate mutually agreeable, alternate time frames to minimize and avoid potential disruption.

Network Operations Center (NOC)

Segra's Network Operations Center has certified personnel accessible 24/7/365 at 833.GO.SEGRA to ensure your service is monitored and well looked after. Segra supports our customers with geo-redundant network operations centers located in Columbia, SC, Charlotte, NC, and Waynesboro, VA. Local field operations support teams are located strategically in the markets served, and fiber restoration crews are also dispersed throughout our markets.

Segra's Enterprise Repair Team (ERT) is composed of a team of dedicated engineers who are responsible for monitoring, troubleshooting, and maintaining the entire Segra network and the services provided. As the first point of contact for our customers (along with the Customer Solutions Center - CSC), this team is responsible for generating trouble tickets on issues, dispatching technicians if necessary, isolating the problem, keeping customers updated, and driving tickets to completion. Quick trouble resolution with a sense of urgency is our priority.

The NOC manages all change management network events (high-risk maintenance activities) and was established to provide a direct focus on our end-user customers. The NOC tracks all events via trouble ticket(s). Customer event updates are provided via phone calls or emails directly from our ticketing system.

If an outage occurs, Segra has Ethernet test heads strategically placed throughout the network to perform RFC 2544 testing on demand, which supports our ability to meet the four-hour Mean Time to Repair (MTTR) objective.

The MTTR is the average time required to repair service to an operational condition if service(s) are not active or the customer is experiencing consistent service degradation. The MTTR objective is four (4) hours for normal circuit outages, and ten (10) hours for fiber damage.

Maintenance Scheduling

For the purposes of notification, maintenance will be designated as one of two types — Scheduled Maintenance or Emergency Maintenance.

Scheduled Maintenance is any maintenance performed by Segra, at customer's premises, that is performed between 12:01AM and 5:59AM or, if possible, otherwise scheduled according to the customer's or company's request and mutually agreed upon by both parties. The customer will receive at least 48 hours' advance notice of service-impacting Scheduled Maintenance.

Emergency Maintenance is performed in order to promptly respond to and resolve emergency issues associated with service-affecting conditions. The customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

In the case of Emergencies, Acts of God, and Natural Disasters, etc., Segra will, if practical due to the nature and scale of the emergency, make an attempt at notification. If, however, the Segra NOC receives equipment degradation or failure alarms that will require future repair or replacement, Segra will notify the customer of the imminent activity and estimated time of repair.

Implementation Specifics

Once an agreement is in place, an external kick-off call will be completed by the account team, customer, and project team to discuss services purchased. The agenda will include face-to-face introductions to key contacts of the project management team and a review of the below project outline that spells out the process from contract execution to post-cut follow-ups.

1. Data Gathering Stage

- a. Vendor contact information and introductions
 - i. Gather vendor contact information / POC for each customer premise
 - ii. Data configuration – MPLS WAN and LAN topology and addressing / firewall configuration and policies / DHCP requirements / LAN servers requiring public IP addressing / DNS / etc.
- b. WAN mapping and design – meeting or conference call with Segra engineer(s) to review Segra network design and establish network drawing for implementation
- c. Billing / account set-up – account executive and customer review group billing form, customer proprietary network information authorized contact(s) form, billing address and contact, etc.

2. Submit Service Order Change

- a. Credit approval submitted and approved by Segra accounting chair
- b. Group billing / account detail – per customer specifics and paperwork, list sub-account titles and address(es)
- c. Customer premise site survey – Segra engineer or local market install technician to visit each site to confirm rack space / backboard availability, document demarcation extensions needed for service, and confirm A/C power availability
- d. Initiate service orders – account executive and sales engineer to submit data orders to Segra Order Entry team and key SO numbers within the workflow system
- e. Project assignment and contact

3. Status Updates and Milestones - What to Expect

- a. Bi-weekly status calls with Project Coordinator – estimated 30 business days after contract award

- b. Customer project package – working document with a compiled list of service orders, dependencies, FOC, contacts, scope of work, and milestone dates
 - c. Milestones – reviewed via status calls / conference bridge including Firm Order Confirmation (FOC) and updates on circuit construction, DOT, and City / County permits (relevant to fiber or Ethernet circuits)
4. **Pre-Conversion Stage**
- a. Circuit delivery by Segra (fiber and copper circuits) – day of week and window of time provided by Segra, requiring only access to customer demarcation
 - b. Test and turn-up of circuit – Segra confirms delivery of circuit / transport, tests circuit for minimum of 48-72 hours to prove reliability, transport speed, build into MPLS core routing
 - c. Pre-install of Segra equipment – scheduled per customer availability, local Segra technician to each market / location to pre-install MPLS router (this stage is non-service affecting)
5. **Conversion* ^**
- a. Local Segra technician(s) assigned to each location with assignment from applicable customer contact and/or data vendors
 - b. Phased cut approach versus single cut approach
6. **Post-Conversion Stage**
- a. Account executive to schedule meeting with customer primary contact and customer primary billing contact to review first Segra invoice cycle, confirm accuracy and invoice delivery method are satisfactory (i.e., PO Box, via email - PDF)
 - b. Account executive to provide customer with hard copy of Segra escalation list for following departments: Customer Care and Order Entry, Billing Operations, Network Operations Center

**Segra project management team and customer/customer vendors will discuss and agree upon best practice for the implementation of data transitions and scheduling (i.e., cut MPLS network all sites one day or phased site-by-site implementation).*

^Estimated installation window is 90-180 days from receipt of contract / award, but can be adjusted / expedited per customer request.

Service Level Agreement

General. This Data & Voice Service Level Agreement (SLA) describes target network performance and service level metrics for end user data and voice services via Ethernet or TDM provided by Segra.

1. Access Circuit Network Availability

1.1 "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability \%} = \frac{[(\text{Total Minutes in the Month}) - (\text{Sum of Total Outage Minutes})] \times 100}{\text{Total Minutes in the Calendar Month}}$$

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a Segra trouble ticket classified as "major" or "critical" by Segra Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Segra or (iv) lasting ten minutes or less.

1.2 The objective for Network Availability is 99.99%. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein.) Unavailability and credits will be prorated and paid in 15-minute increments.

2. Access Circuit Mean Time to Repair

2.1 Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or Customer is experiencing consistent service degradation. The MTTR objective is four (4) hours for outages due to electronic equipment failure and fiber optic facilities failure and ten (10) hours for outages due to fiber cuts.

2.2 If the MTTR is not met, Customer may request a credit, to be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for each hour over the four-hour MTTR [i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question] per violation. For any month in which the objective is not met, customer may receive a credit for each location.

2.3 **Exclusion:** MTTR statistics will not include any time lost waiting on repair-related information from customer or access to customer premises.

3. Circuit Latency

3.1 “Average Latency” is the monthly average round-trip latency from a core network node to any other designated core network node on the Segra network, determined by measuring round-trip network responses over such portions of the network.

3.2 The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for Average Latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer’s monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

$$\text{Latency} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

Metro Area Market 8 ms Latency	WAN 30 ms Latency	National 90 ms Latency
Round trip where both sites A and Z are within the same Metro Area Market	Round trip between any 2 Metro Area Markets within the same WAN	Round trip between any two WANs
<ul style="list-style-type: none"> • Atlanta, GA • Asheville, NC • Charlotte, NC • Fayetteville, NC • Greensboro, NC • Raleigh, NC • Wilmington, NC • Pittsburgh, PA • Charleston, SC • Columbia, SC • Florence, SC • Greenville, SC • Myrtle Beach, SC • Ashburn, VA • Charlottesville, VA • Hampton Roads, VA • Harrisonburg, VA • Richmond, VA • Roanoke, VA • Waynesboro, VA • Charleston, WV • Morgantown, WV 	WAN defined by State Borders <ul style="list-style-type: none"> • Georgia • Kentucky • North Carolina • Maryland • Ohio • Pennsylvania • South Carolina • Virginia • West Virginia 	

4. Circuit Jitter

4.1 “Average Jitter” is the monthly average variation in the time between packets arriving, as measured at designated portions of the Segra network, determined by measuring Jitter over such portions of the network during a calendar month.

4.2 The objective for Average Jitter is to not be greater than 2 milliseconds. For any month in which the objective is not met, customer will receive a credit of 1 day’s value monthly recurring charge specified in the agreement for each occurrence which the parameters are not met, which may be applied towards Customer’s monthly invoice, up to and not exceeding the monthly recurring charges for the Services.

5. Packet Loss

5.1 "Packet Loss" or "Frame Loss Ratio" is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Segra network hub to Segra network hub). Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$$

5.2 The Packet Delivery Service Level for Segra SIP solution is less than 0.25% (on average) of total IP packets dropped per month. The Packet Delivery Service Level will be measured by Segra between four (4) Segra North American Gateways, and is defined as the percentage of IP packets dropped between such Gateways.

Cumulative Unavailability per event (in hours: minutes: seconds)	Service Level Credit
0:00:01 – 00:30:00	No Credit
00:31:01– 01:30:00	1 day
01:30:01– or more	3 days

6. Missed Service Standard

6.1 Missed Service Standard is measured as three trouble tickets or missed service standards within a calendar month.

6.2 In the event that the objective for Missed Service Standard is exceeded then the affected site will be eligible for an additional 10% credit of the monthly recurring charge.

7. Service Credits

7.1 In order to receive any of the service credits described in this SLA, Customer must notify Segra within ninety days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit.

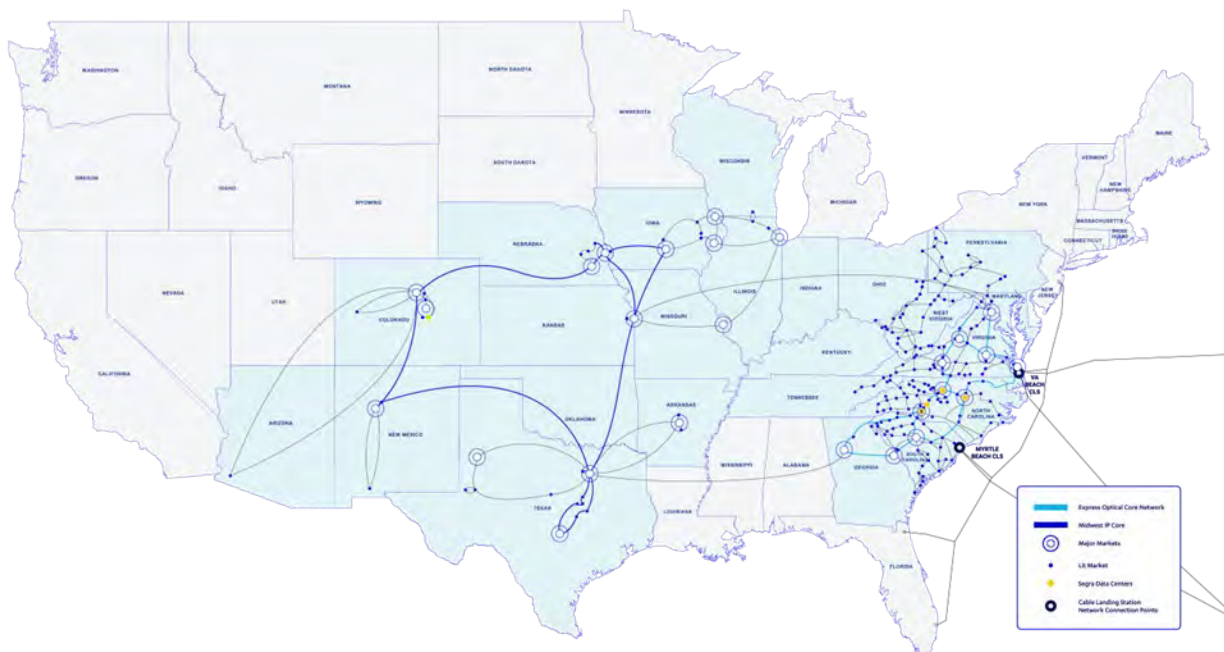
7.2 Reports are prepared and credits for documented occurrences are issued within 60 business days of receipt of Customer notice.

Section 2 – Experience

V. Proposal Preparation & Submission, B. Specific Proposal Instructions
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.

Segra Qualifications and Experience

Our entire company operations put you - our customer - at the very center of what we do. We invest in the communities of our customers by hiring local technicians and managers and by continually upgrading our network infrastructure. With assets and customers in twenty-four states and approximately 44,000 route-miles of fiber, we are here to help make your business successful. Built on a 125-year legacy of connectivity and as one of the largest independent fiber network companies in the US, Segra has a broad and dense service footprint nationwide. Segra is known for its next-generation infrastructure, cloud, security, voice, and data technology solutions that can be customized for businesses of different sizes and wholesale transport services to some of the world's largest carriers. Our network features the latest advances in state-of-the-art IP and managed services, Ethernet, and dark fiber architectures, as well as high performance data centers, all backed by industry-leading security, service, and reliability.



Staffing

Segra currently employs approximately 1,200 full-time W-2 employees across our organization. Segra has the technology, expertise, and financial strength to stand behind our services with comprehensive support and a local sales team who will ensure your needs are met. Segra’s dedicated Mid-Atlantic government account team will be responsible for ensuring the overall satisfaction of James Madison University under this RFP. This team is extremely experienced in working with educational facilities in support of many contracted services. This team works closely each day with their customers on ordering, provisioning, and cross-functional teams to ensure the timely and successful delivery of services to meet customer needs.

In addition to the below summary of your key support contacts, please also refer to the team's resumes on the following pages. Segra will ensure that the continuity of the key account team will be maintained and not changed without prior approval of James Madison University throughout the life of the project.

Support Area	Key Contact	Role / Bio
Account Management	Scott Rodgers Government Account Executive II (804) 640-3261 scott.rodgers@segrafiber.com	<p>Scott Rodgers, Government Account Executive II, will be your Single Point of Contact for this project.</p> <p>Scott Rodgers has been with Segra for over ten (10) years and has an extensive background in telecom and IT of over 25 years. Scott was initially brought on as a regional director overseeing the expansion markets and has been the lead account executive focusing on Government & Education in the Mid-Atlantic for his last two years at Segra. Prior to that, Scott held leadership roles with multiple service providers, as well as the role of General Manager of a Data Center. Scott thoroughly enjoys building relationships with customers to help maximize their business potentials through technology.</p>
Account Management	Gary Crocco Government Vice President Enterprise Sales (804) 874-4105 gary.crocco@segrafiber.com	<p>Gary serves as the Government Vice President of Enterprise Sales and oversees Segra's government sales efforts in the Mid-Atlantic. He manages the support of all government accounts and interacts with customers and all internal departments for the coordination, implementation, and escalation of services. Gary has over 25 years of sales leadership experience in the telecommunications industry. Prior to joining Segra, Gary worked for Level</p>

		<p>3/CenturyLink where he led the sales efforts of a broad range of technology-based solutions to SLED organizations, large local enterprises, and multi-national corporations. Prior to that, Gary served as Regional Sales Vice President at Frontier Communications, leading a multi-state, government, and commercial sales force. For 12 years prior to that, Gary was employed by Cavalier Telephone where he served in various sales leadership roles, ultimately rising to SVP of Commercial Sales and Retention where he led all government, direct, indirect, and retention sales channels for the company. Gary started his telecommunications career with AT&T, where he led various commercial sales teams within AT&T Business Services and AT&T Broadband.</p> <p>Gary is a graduate of the College of William and Mary and lives in Richmond, VA.</p>
<p>Sales Engineering</p>	<p>David Jones Sr. Sales Engineer - Government (412) 266-0837 david.jones@segrafiber.com</p>	<p>David is the Senior Sales Engineer who will be supporting the project. He has been with Segra for over 12 years. David has extensive experience designing and implementing cost-effective technology solutions for educational and non-educational customers, while being consistent with industry standards. He has been working in the telecom industry for over 32 years.</p> <p>David is an integral part of the dedicated account team and is positioned to identify opportunities to provide a successful customer experience. David will serve as a technical resource for the services provided in this RFP and will be fully engaged in supporting the project.</p> <p>David lives in Warriors Mark, PA and covers the Mid-Atlantic area. David holds a B.A. in Computing and Information Science from St. Vincent College in Latrobe, PA.</p>

Scott Rodgers
Government Account Executive II
(804) 640-3261
scott.rodgers@segrafiber.com

About

Scott currently serves as a Government Account Executive II in the Mid-Atlantic region who has been with Segra for over 10 years. He has managed accounts in the commercial, government, higher education, financial, and healthcare market segments and is based in Virginia. She has worked in the telecommunications industry for over 15 years and is a motivated individual with a successful history of exceeding customer expectations

Experience

Government Account Executive II Mid-Atlantic Government 2017-Present

Responsible for building and maintaining strong relationships, as well as understanding the sales processes and products in order to educate customers on their needs.

Senior Regional Director – Lumos Networks 2013-2017

Responsible for the management of a team selling voice, data, and internet services.

Regional Director – Windstream 2009-2013

Education

Old Dominion University – BS, Management Information Systems

Gary Crocco

Government Vice President Enterprise Sales

(804) 874-4105

gary.crocco@segrafiber.com

About

Gary currently serves as the Director of Government Sales in the Mid-Atlantic region and is based out of Virginia. He is an experienced executive leader with a thirty-year proven track record of building and leading a diverse group of sales channels in the telecommunications industry. Gary oversees Segra's government sales efforts in Virginia, West Virginia, Pennsylvania, and Maryland. He manages the support of all government accounts and interacts with customers and all internal departments for coordination, implementation, and escalation of services.

Experience

Director of Sales – Mid-Atlantic Government 2020-Present

Responsible for building the new Mid-Atlantic Government team serving public sector customers in VA, WV, PA, and MD.

Director of Sales – Richmond Expansion Market 2017-2019

Responsible for leading a regional Direct Sales Team based in Richmond, VA, selling primarily to new logo customers while also maintaining relationships with existing customers in order to retain, upsell, and maximize company revenue.

Regional VP – Commercial Sales & Customer Retention/Growth 2012-2014

Led Commercial Sales and Customer Retention/Growth Organizations focused on acquiring new logos and growing the existing enterprise commercial customer base.

Education

The College of William and Mary - Bachelor of Business Administration - Minor in Marketing

David A. Jones
Senior Sales Engineer - Government
(412) 266-0837
david.jones@segrafiber.com

About

David currently serves as the Senior Sales Engineer of Government in the Mid-Atlantic region and is based out of Pennsylvania. He has been working in the telecommunications industry for over 30 years. He supports sales account directors with technical solutions and network design. David has extensive experience designing and implementing cost-effective telecommunications and technology solutions for customers of various sizes and needs, while being consistent with industry standards. His experience includes supporting Ethernet, SIP, DWDM, SONET, and legacy voice and data services. This experience also includes obtaining certifications with Lucent, Fujitsu, AT&T, Tellabs, and Carrier Access networking equipment.

Experience

Senior Sales Engineer – Mid-Atlantic Government 2014-Present

Responsible for supporting Sales Account Directors with technical solutions and network design.

Senior Sales Engineer – Team Lead Pennsylvania 2012-2014

Responsible for supporting Sales Account Directors with technical solutions and network design.

Service Delivery Manager and Sales Engineer 2008-2012

Education

Saint Vincent College - BA, Computer Science



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Request for Proposal

RFP# FDC-1227

Internet Bandwidth Data and Voice Services

February 26, 2025



REQUEST FOR PROPOSAL
RFP# FDC-1227

Issue Date: February 26, 2025
Title: Internet Bandwidth Data and Voice Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through Three Years (Renewable)

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

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

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

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

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

Name and Address of Firm:

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

REQUEST FOR PROPOSAL

RFP # FDC-1227

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I. PURPOSE

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

II. BACKGROUND

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

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

Wilson Hall
951 Madison Dr.
Harrisonburg, VA 22801

Engineering & Geoscience
701 Carrier Dr.
Harrisonburg, VA 22807

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

1070 Virginia Ave
Harrisonburg, VA 22802
1 Gbps

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

1127 W Bruce St
Harrisonburg, VA 22801
1 Gbps

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

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

Wilson Hall
951 Madison Dr.
Harrisonburg, VA 22801

Engineering & Geoscience
701 Carrier Dr.
Harrisonburg, VA 22807

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

A. Internet Bandwidth Services

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

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

B. Technical

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

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

C. Off-Campus Data Circuits

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

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

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

D. Voice Service

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

E. General

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

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

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.
 - ii. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.
2. Should the proposal contain **proprietary information, provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

3. The version of the solicitation issued by JMU Procurement Services, as amended by any addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
4. Proposal Preparation
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from

consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

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

Name of Purchasing Officer: Doug Chester

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

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

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSBD-certified small businesses. This shall not exclude SBSBD-certified women-owned and minority-owned businesses when they have received SBSBD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSBD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

T. CONTINUITY OF SERVICES:

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

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

IX. METHOD OF PAYMENT

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

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

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

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

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ Preparer Name: _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through 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

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



March 18, 2025

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

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

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

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

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

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

2. Can you share any PBX information?

Answer: The PBX is an NEC SV9500.

3. Is the current PBX IP capable?

Answer: Yes.

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

Answer: Yes.

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

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

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

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

Answer: Replace the ISDN PRI.

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

Answer: Yes to both options.

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

Sincerely,

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