



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU7531

This contract entered into this 13th day of July 2026, by Anixter, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From July 26, 2026 through July 25, 2027 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP KBF-1253 dated March 27, 2026
 - (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 – April 23, 2026
 - (e) Addendum No. Two – April 29, 2026
- (3) The Contractor's Proposal dated April 24, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated June 12, 2026
 - i. Negotiation Summary Attachment A *JMU Discount from MFG List Price*

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

CONTRACTOR:
By: Lucas S Reams
(Signature)
Lucas Reams
(Printed Name)
Title: District Manager

PURCHASING AGENCY:
By: Katie Forsyth
(Signature)
Katie Forsyth
(Printed Name)
Title: Buyer Senior

1. Parties agree that items within this Negotiation Summary modify RFP# KBF-1253 and the Contractor's response to RFP# KBF-1253 and that this Negotiation Summary takes precedence in conflict.
2. All vendors on contract may be asked to submit quotes for future projects, but a contract does not guarantee any purchases will be made.
3. Contractor shall provide the percentage off manufacturer list price in accordance with **Negotiation Summary Attachment A, *JMU Discount from MFG List Price***
 - a. Credit card fees shall be waived for all purchases.
 - b. Contractor shall provide free ground shipping on standard orders.
 - c. Contractor shall waive restocking fees and return shipping fees for any products that need to be returned resulting from an error attributable to Contractor (for example, wrong item delivered, excess quantities, etc.). Products being returned for any other reason outside of Contractor's control may be subject to restocking fees and return shipping fees, which shall be determined by Contractor in its sole discretion on a case-by-case basis. Any such waiver shall apply only to the specific return for which it is granted and shall not constitute a waiver of Contractor's right to assess restocking fees or return shipping costs in connection with any subsequent return.
4. The following shall apply to any quotes or proposals provided to the University.
 - a. Pricing shall be inclusive of all shipping, FOB Destination.
 - b. Any quote terms and conditions shall not govern over this contract in the event of conflict and only be accepted by mutual written agreement.
 - c. All quotes shall list the JMU contract number.
 - d. All invoices will list the JMU PO number and be sent to JMU Accounts Payable, acctspayable@jmu.edu.
5. RFP #KBF-1253 is hereby amended as follows:
 - a. Section 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 require 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>

Suppliers that do not sign up for one of these payment processes may risk their contract being suspended until such enrollment occurs or terminated, at the discretion of the university. Enrollment should begin no more than 10 days after award. Invoices shall include the applicable PO number.

6. The following changes are mutually agreed to as exceptions and clarifications of terms and conditions of RFP# KBF-1253:
 - a. Section VIII. Special Terms and Conditions:
 - i. N. INDEMNIFICATION: Contractor will agree to indemnify the Commonwealth of Virginia and related persons and entities listed in this section (excluding the Commonwealth's customers and entities not related to the Commonwealth) from and against third-party claims for personal injury (including death) and damage to tangible personal property to the extent the claim 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.
 - ii. R. WARRANTY (COMMERCIAL): Contractor will use its best reasonable efforts to obtain from its vendors or manufacturers, for the benefit of both the contractor and the Commonwealth, warranties as are normally offered for the Products, and contractor will assist the Commonwealth in the process of filing and pursuing any such warranty claims with the third-party vendor or manufacturer. The Commonwealth's sole and exclusive remedy for any alleged non- conforming part, defect, failure, inadequacy, or breach of any warranty related to Products and Software (collectively, "Defects") shall be limited to those warranties and remedies provided by the manufacturers or licensor thereof. Contractor shall not be responsible for obtaining or paying for access to, or uninstalling, installed Products, delivering replacement Products to the installation site, or installing replacement Products. EXCEPT FOR THE FOREGOING, SELLER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

**MERCHANTABILITY AND FITNESS FOR A PARTICULAR
PURPOSE.**

7. The following addition to Section VIII. Special Terms and Conditions is hereby incorporated:
 - a. U. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS RESULTING FROM BUSINESS INTERRUPTION EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL PROPOSER'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES OR PRODUCTS PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.
8. Contractor agrees that all exceptions taken within their initial response to RFP# KBF-1253 that are not specifically addressed within this negotiation summary are null and void.
9. Contractor has disclosed all potential fees. Additional charges will not be accepted.

Negotiation Summary Attachment A: JMU Discount from MFG List Price

Vendor Name	JMU Discount from MFG List Price
3M Telecom	10%
AASTRA	CFQ
ABB	CFQ
ABB DRIVES	CFQ
ABLOY	ATCP
ACME ELECTRIC	CFQ
ACS INDUSTRIES	CFQ
ADAMS RITE MANUFACTURING	ATCP
ADTRAN	CFQ
ADVANCED RF	CFQ
AGENT VI	CFQ
AIGIS	CFQ
AIMETIS	CFQ
AIPHONE	CFQ
ALARM CONTROLS	ATCP
ALGO COMMUNICATIONS	CFQ
ALLEGION	ATCP
ALLIED TELESIS	CFQ
ALPHA TECHNOLOGIES	CFQ
ALPHA WIRE	CFQ
ALTRONIX	CFQ
AMERICAN & EFIRD	CFQ
AMERICAN FIBERTEK	30%
AMERISTAR	CFQ
AMPHENOL	CFQ
ANIXTER MADE KITS	CFQ
APC BY SCHNEIDER	28%
ARECONT VISION	CFQ
ARROW LOCK	ATCP
ASSA ABLOY	ATCP
ATLAS SOUND	CFQ
AXIS COMMUNICATIONS	ATCP
B&B ELECTRONICS	CFQ
BCD VIDEO	CFQ
BELDEN	16-37% by product category
BERK-TEK	28%
B-LINE BY EATON	10%

Notes

Legend:

ATCP: Available Through Channel Partner

CFQ: Call for Quote. Discounts available from Manufacturer vary by part number.

Pricing and Fees:

Listed discounts will include standard ground shipping costs in the unit pricing.

JMU can request additional freight services (expedite, white glove, etc).

Charges for these services will be provided as an additional line item on the quote.

BLONDER TONGUE	14%
BOGEN	CFQ
BOSCH SECURITY SYSTEMS	ATCP
BOSCH TOOLS	CFQ
BOURNS	CFQ
BRADY	18-50% by product category
BROCADE	CFQ
BROTHER	CFQ
BUFFALO TECHNOLOGY	CFQ
BURGESS-NORTON	CFQ
BURNDY	CFQ
BUSSMANN	CFQ
CABLOFIL	18%
CAMDEN DOOR CONTROL	ATCP
CDVI	CFQ
CEECO	CFQ
CETIS	CFQ
CHATSWORTH PRODUCTS (CPI)	25%
CIRCA TELECOM	20%
CISCO	CFQ
COAT	CFQ
COLEMAN CABLE	CFQ
COMMSCOPE	36-39.8% by product category
COMMSCOPE ANDREW SOLUTIONS	CFQ
COMMSCOPE CARRIER SOLUTIONS	CFQ
COMNET	CFQ
COMPREHENSIVE CABLE	CFQ
COMPULINK	36%
COMPUTAR	CFQ
COMTROL	CFQ
CORBIN RUSSWIN	CFQ
CORNING	22%
CORNING GILBERT	CFQ
CORTELCO	5%
CROUSE-HINDS	CFQ
DIGITAL WATCHDOG	ATCP
DIGITUS BIOMETRICS	ATCP
DITEK	CFQ
DOOR KING	ATCP
DRAKA CABLETEQ	CFQ

DRAKA ELEVATOR CABLES	CFQ
DRAKA GROUP	CFQ
DROSSBACH	CFQ
DSG-CANUSA	CFQ
DUZCART	CFQ
DYMO CORPORATION	CFQ
EAST PENN	CFQ
EASTERN WIRE & CONDUIT	CFQ
EATON	CFQ
EDWARDS SIGNALING	CFQ
EMERSON	CFQ
EMERSON NETWORK POWER ENERGY	CFQ
EMTEK	CFQ
ERICO	10%
ERICSSON	CFQ
EXACQ	ATCP
FALCON LOCK	ATCP
FARGO ELECTRONICS	CFQ
FIRETIDE	CFQ
FLIR	ATCP
FLUIDMESH	CFQ
FLUKE	CFQ
FLUKE NETWORKS	CFQ
FUJINON	CFQ
GAI-TRONICS	10%
GALLAGHER	CFQ
GALTRONICS	CFQ
GARRETTCOM	CFQ
GEIST	7%
GENERAL CABLE	39%
GLYNN-JOHNSON	CFQ
GREAT LAKES CASE & CABINET	CFQ
GREENLEE	CFQ
HAMMOND	CFQ
HARBOUR INDUSTRIES	CFQ
HARTING	CFQ
HELLERMANN TYTON	CFQ
HES	ATCP
HEYCO MOLDED PRODUCTS	CFQ
HEYCO	CFQ
HID GLOBAL	ATCP
HIKVISION	ATCP
HIRSCHMANN	CFQ
HITACHI CABLE	CFQ
HOFFMAN	CFQ

HP	CFQ
HUBBELL PREMISE WIRING	36%
IDEAL INDUSTRIES	CFQ
IDEAL NETWORKS	CFQ
IMMERVISION	CFQ
IMRON	CFQ
INFINIAS	CFQ
INGERSOLL RAND	CFQ
INOVA SOLUTIONS	CFQ
INTERLOGIX	ATCP
INTERNATIONAL FIBER SYSTEMS	CFQ
IOMEGA	CFQ
IOMNIS	CFQ
IONODES	CFQ
ITW LINX	24%
IVES	CFQ
JABRA	CFQ
JAMES MONROE WIRE & CABLE CORP	CFQ
JDSU	CFQ
JENSEN	CFQ
JES HARDWARE SOLUTIONS	ATCP
JONARD	5%
JUDD WIRE	CFQ
JUNIPER NETWORKS	CFQ
JVC	CFQ
KABA	CFQ
KALAS	CFQ
KANTECH	ATCP
KBC NETWORKS	CFQ
KERI SYSTEMS	CFQ
KEYSCAN	ATCP
KINGS RF CONNECTORS	CFQ
KLEIN TOOLS	CFQ
KNURR EMERSON NETWORK POWER	CFQ
LAKE CABLE	CFQ
LAN POWER SYSTEMS	10%
LAPP GROUP	CFQ
LCN	CFQ
LEVITON	23%
LIFESAFETY POWER	CFQ
LINEAR	CFQ
LITTELFUSE	CFQ
LOUROE ELECTRONICS	ATCP

LUMBERG AUTOMATION	CFQ
LYNN ELECTRONICS	CFQ
MACLEAN SENIOR INDUSTRIES	CFQ
MARS	CFQ
MAXCELL	6%
MAXLITE. MCKINNEY	CFQ
MERSEN	CFQ
METZ CONNECT	CFQ
MICROLAB	CFQ
MICROSEMI	CFQ
MIDDLE ATLANTIC PRODUCTS	36%
MIER PRODUCTS	CFQ
MILESTONE SYSTEMS	ATCP
MILWAUKEE TOOL	CFQ
MINUTEMAN	CFQ
MOBOTIX	ATCP
MOHAWK	CFQ
MOOG VIDEOLARM	ATCP
MORPHOTRAK	CFQ
MORSE WATCHMANS	CFQ
MOTOROLA	CFQ
MUXLAB	CFQ
NATIONAL WIRE & CABLE	CFQ
NETGEAR	CFQ
NETSOURCE	20%
NEXANS	CFQ
NEXT LEVEL SECURITY SYSTEMS	ATCP
NORTON DOOR CONTROLS	ATCP
NVT	17%
OBERON	5%
OK INDUSTRIES	CFQ
ONSSI	CFQ
OPTEX	18%
OPTICAL CABLE CORPORATION	CFQ
ORION IMAGES	CFQ
ORTRONICS	36%
PALADIN TOOLS	CFQ
PANASONIC	ATCP
PANDUIT	28-40% by product category
PARKER	CFQ
PAXTON	ATCP

PCTEL	CFQ
PELCO BY SCHNEIDER ELECTRIC	ATCP
PHILATRON	CFQ
PLANTRONICS	CFQ
POLYCOM	CFQ
POLYPHASER	CFQ
POLYWATER	CFQ
PREFORMED	5%
PROXIM	CFQ
PRYSMIAN	CFQ
QNAP SYSTEMS	CFQ
QUABBIN	CFQ
QUAM	CFQ
QUIKTRON BY LEGRAND	ATCP
R. STAHL	CFQ
RIP-TIE	CFQ
RUTHERFORD CONTROLS (RCI)	ATCP
REPUBLIC WIRE INC	CFQ
R.F.MOTE	CFQ
RADIX	CFQ
RARITAN	CFQ
RECTORSEAL	CFQ
REMKE INDUSTRIES	CFQ
RADIALL	CFQ
RCZ BULLONERIA SRL	CFQ
RADIO FREQUENCY SYSTEMS	CFQ
RIPLEY	CFQ
RIXSON	CFQ
RLE TECHNOLOGIES	CFQ
ROCKWOOD	CFQ
SAMSUNG TECHWIN (Hanwha)	ATCP
SARGENT	ATCP
SCHLAGE	ATCP
SECURITRON	ATCP
SENTRY360	ATCP
SERVER TECHNOLOGY	CFQ
SIEMON	36%
SOLAHD	CFQ
SONY	ATCP
SOUTHWIRE	CFQ
SPECIFIED TECHNOLOGIES STI	5%
SPECO TECHNOLOGIES	ATCP

SPECTRALINK	CFQ
STANLEY	ATCP
STEWART CONNECTOR	CFQ
SUMITOMO ELECTRIC LIGHTWAVE	CFQ
SUPERIOR ESSEX	25%
SUTTLE	CFQ
TALKAPHONE	CFQ
TAMRON	CFQ
TAPPAN	CFQ
TATUNG CO OF AMERICA INC	ATCP
TE CONNECTIVITY	CFQ
TECHFLEX	CFQ
TELECT	CFQ
TELLABS	CFQ
THOMAS & BETTS	CFQ
TII TECHNOLOGIES	CFQ
TIMES MICROWAVE	CFQ
TOA ELECTRONICS	CFQ
TOSHIBA	ATCP
TOTE VISION	ATCP
TRACKIT	ATCP
TRANS-COIL INTERNATIONAL (TCI)	CFQ
TRANSITION NETWORKS	27%
TRANSECTOR	CFQ
TRIAD	5%
TRIPP LITE	CFQ
TZ	20%
VALCOM	CFQ
VELCRO	CFQ
VERACITY	CFQ
VERINT	CFQ
VIAVI SOLUTIONS	ATCP
VICON	ATCP
VIDEOTEC	ATCP
VIEWZ	ATCP
VIKING ELECTRONICS	CFQ
VIVOTEK	ATCP
VISIONICS	ATCP
VOLEX	CFQ
VON DUPRIN	ATCP
WAGO	CFQ
WALKER EQUIPMENT	CFQ
WESTELL	CFQ
WEST PENN WIRE	CFQ

WHEELLOCK	CFQ
WIREMOLD	39%
WOODHEAD INDUSTRIES	CFQ
XCEEDID	CFQ
YALE NORTON	ATCP
ZONIT STRUCTURED SOLUTIONS	CFQ

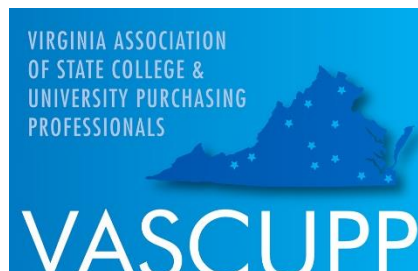


Request for Proposal

RFP# KBF-1253

Telecommunications Equipment and Supplies

March 27, 2026



REQUEST FOR PROPOSAL

RFP# KBF-1253

Issue Date: March 27, 2026
Title: Telecommunications Equipment and Supplies
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until **2:00 PM on April 29, 2026** 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: Katie Forsyth, Buyer Senior, Procurement Services, forsytkb@jmu.edu; 540-568-5113; (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:

Anixter, Inc.

11400 Washington Highway, Suite 200

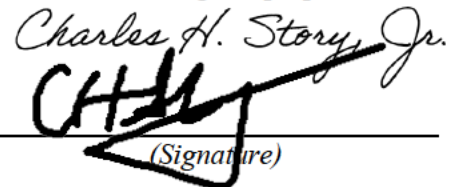
Ashland, VA 23005

Date: 4/24/2026

Web Address: www.anixter.com

Email: chuck.story@anixter.com

By:


(Signature)

Name: Charles H. Story, Jr.

(Please Print)

Title: Account Manager

Phone: 540-425-5457

Fax #:

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 CHS #2 Jr #3 CHS #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.

Anixter, Inc. *a wholly owned subsidiary of Wesco International, Inc.*

Offeror: Anixter, Inc.

RFP Response Date: April 24, 2026

RFP Number: KBF-1253

RFP Name: Telecommunications Equipment and
Supplies

Prepared By: Chuck Story



Proposal Response

RFP #: KBF-1253

Title: Telecommunications Equipment and Supplies

Offeror: Anixter, Inc.

Date: April 24, 2026

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I. Purpose

RFP Section I, Paragraph 28 – “Purpose”

“The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Telecommunications Equipment and Supplies for James Madison University (JMU)...”

Anixter, Inc. fully understands and accepts the purpose of this RFP and proposes to renew the contractual partnership with James Madison University (JMU) to provide high-quality telecommunications equipment and supplies. Anixter supports the initial one (1) year contract term with four (4) optional one-year renewals and is prepared to support JMU throughout the life of the agreement.

II. Background

RFP Section II, Paragraphs 29–33 – “Background”

“James Madison University (JMU) is a comprehensive public institution... The Telecommunications Department is responsible for providing and maintaining all voice and video communications...”

Anixter regularly supplies products from manufacturers listed in Paragraph 33, including but not limited to Ortronics, Superior Essex, Corning, Panduit, Brady, CommScope, Belden, and Preformed Line Products (PLP). Our experience aligns with JMU’s average annual spend and anticipated growth.

III. Small, Woman-Owned, and Minority Participation

RFP Section III, Paragraphs 34–35 – “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...”

Anixter has completed and included **Attachment B – SWaM Utilization Plan** as required. We commit to reporting and compliance requirements set forth in Section VIII.J and throughout the contract term. We can utilize our SWaM partner as needed or directed by JMU.

IV. Statement of Needs and Requirements

RFP Section IV, Paragraph 36 – “Statement of Needs”

“James Madison University desires to partner with a Contractor(s) to provide quality telecommunications equipment and supplies.”

Anixter, Inc. confirms acceptance of all requirements and provisions stated in Section IV, including the following responses aligned to each requirement.

IV.A Acceptance of General Requirements

RFP Section IV – Requirements & Provisions (Bulleted List)

- Anixter acknowledges that no minimum volume is guaranteed.

IV.B Experience with Educational Institutions

RFP Section IV – Offeror Response Item 2

Anixter brings a depth of experience and technical capability that aligns closely with the needs of higher education institutions, including universities such as JMU. As a long-standing global distributor of network, security, electrical, and utility solutions, Anixter has decades of experience supporting campus environments that require resilient infrastructure, high-performance connectivity, and long-term technology scalability. Their work with colleges and universities across the country has equipped them with a strong understanding of academic operational demands—everything from residence hall connectivity and classroom modernization to campus-wide security, audiovisual systems, and data-center readiness. Anixter’s Technology Alliance partnerships with leading manufacturers ensure access to vetted, interoperable solutions, while their technical specialists provide design assistance, standards-based guidance, and product lifecycle expertise. They also offer services such as inventory management, staging and kitting, and project deployment support, which help institutions streamline complex upgrades and reduce installation time. For universities like JMU—where reliability, student experience, and future-proofing are essential—Anixter’s combination of product breadth, engineering support, and proven higher-education project experience positions them as a highly qualified partner capable of supporting both current needs and long-term campus growth.



References are provided in **Attachment A – Offeror Data Sheet**.

IV.C Assigned Account Representatives

RFP Section IV – Offeror Response Item 3

- **Chuck Story**, Account Manager – primary sales and account coordination.
- **Denise Taylor**, Inside Sales Representative – quoting, order processing, and customer support.
- **Lucas Reams**, District Manager – executive oversight and escalation support.

Contact information is included in Attachment A.

IV.D Authorized Manufacturer Relationships

RFP Section IV – Offeror Response Item 4

Anixter is an authorized reseller for a broad range of telecommunications manufacturers, including those commonly used by JMU (e.g., Ortronics, Superior Essex, Corning, Brady, Panduit, CommScope, Belden, PLP, and others). A comprehensive list is available upon request. Pricing discounts are provided in **Section X – Pricing Schedule**.

IV.E Ordering Process

RFP Section IV – Offeror Response Item 5

Orders are supported through dedicated inside sales coverage. Quotes are provided with manufacturer lead times or availability of current stock, whichever applies to the quoted item. Pricing discounts are applied in accordance with the contract. Authorized JMU Representatives can contact the sales team supporting JMU by phone or email. They may also log in to the JMU Anixter online account.

IV.F Delivery Options and Policies

RFP Section IV – Offeror Response Item 6

Anixter offers standard, expedited, and direct-to-site delivery options. All orders are FOB Destination, with freight included in quoted pricing unless otherwise noted in Section X. Same-day shipping is available for in-stock items when orders are received prior to cutoff times.

IV.G Inventory and Stock Availability

RFP Section IV – Offeror Response Item 7

Anixter maintains extensive local, regional, and national inventory supported by distribution centers to ensure timely delivery.

IV.H Returns Policy

RFP Section IV – Offeror Response Item 8

Standard manufacturer return policies apply. Any restocking fees or conditions are disclosed in **Section X – Pricing Schedule**.

IV.I Warranties

RFP Section IV – Offeror Response Item 9

All products are covered by manufacturer warranties, consistent with Section VIII commercial warranty requirements. Warranty documentation can be provided with purchase.

IV.J Replacement of Defective or Damaged Goods

RFP Section IV – Offeror Response Item 10

Anixter coordinates prompt replacement of damaged, defective, or nonconforming items in coordination with JMU and the manufacturer.

IV.K Tariffs and Duties Acknowledgement

RFP Section IV – Offeror Response Item 11

Anixter acknowledges and agrees to comply with all tariff-related requirements and documentation obligations as stated. Any tariff-related price adjustments will be supported by verifiable documentation.

V. Proposal Preparation and Submission Compliance

RFP Section V, Paragraphs 37–43

Anixter confirms compliance with all proposal preparation, submission, formatting, proprietary information, and signature requirements as stated in Section V.

VI. Evaluation and Award Criteria Acknowledgement

RFP Section VI – “Evaluation and Award Criteria”

Anixter acknowledges and understands the evaluation criteria and the Commonwealth’s right to make multiple awards.

VII. General Terms and Conditions

RFP Section VII – “General Terms and Conditions”

Anixter agrees to all General Terms and Conditions without exception.

VIII. Special Terms and Conditions

RFP Section VIII – “Special Terms and Conditions”

Anixter agrees to all Special Terms and Conditions, including audit, cancellation, renewal, cooperative purchasing, insurance, indemnification, and compliance provisions. Anixter requests the following changes:

Anixter requests the following changes to the language in Section N Indemnification:

“Contractor will agree to indemnify the Commonwealth of Virginia and related persons and entities listed in this section (excluding the Commonwealth’s customers and entities not related to the Commonwealth) from and against third-party claims for personal injury (including death) and damage to tangible personal property to the extent the claim arises directly out of Anixter’s negligence, recklessness, or violation of law.”

Anixter requests the following changes to the language in Section R Warranty:

“Anixter will use its best reasonable efforts to obtain from its vendors or manufacturers, for the benefit of both Anixter and the Commonwealth, warranties as are normally offered for the Products, and Anixter will assist the Commonwealth in the process of filing and pursuing any such warranty claims with the third-party vendor or manufacturer. The Commonwealth’s sole and exclusive remedy for any alleged non-conforming part, defect,

failure, inadequacy, or breach of any warranty related to Products and Software (collectively, "Defects") shall be limited to those warranties and remedies provided by the manufacturers or licensor thereof. Anixter shall not be responsible for obtaining or paying for access to, or uninstalling, installed Products, delivering replacement Products to the installation site, or installing replacement Products. EXCEPT FOR THE FOREGOING, SELLER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Anixter requests the following language be added as a new section, Limitation of Liability:

"UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS RESULTING FROM BUSINESS INTERRUPTION EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL PROPOSER'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES OR PRODUCTS PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM."

IX. Method of Payment

RFP Section IX – "Method of Payment"

Anixter agrees to invoice and payment terms as stated and supports electronic payment methods.

X. Pricing Schedule

RFP Section X, Paragraphs 47–48

Pricing schedules, manufacturer discounts, sample quotation, and any applicable fees are provided as a separate attachment in the required format.

XI. Attachments

RFP Section XI – Attachments

- Attachment A – Offeror Data Sheet
 - Attachment B – SWaM Utilization Plan
 - Attachment C – Sample Contract (Acknowledged)
 - Attachment D – Zone Map (Acknowledged)
 - Attachment E – SWaM Reporting Template (Reference Only)
-

End of Proposal Response

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Anixter is one of the largest and most established distributors serving the data communications, telecommunications, security, and electrical infrastructure markets, with over sixty years of experience supporting complex public-sector and higher education environments.

Anixter has a proven track record of providing telecommunications equipment and supplies to large universities, state agencies, and educational institutions comparable in size and operational complexity to James Madison University. This experience includes supporting campus-wide voice, data, fiber, and network infrastructure projects that require dependable product availability, strict specification compliance, and responsive customer support across multiple departments and facilities.

As a core competency, Anixter maintains authorized reseller relationships with a broad range of leading telecommunications manufacturers, including many of those commonly specified by JMU, such as Ortronics, Superior Essex, Corning, Panduit, CommScope, Belden, Brady, and Performed Line Products (PLP). These direct manufacturer relationships ensure product authenticity, warranty support, and access to current product lines and technical resources.

2. **YEARS IN BUSINESS:** Anixter, Inc. has been in continuous operation since 1957.

Years 69 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 #
State of Kansas	20 years	900 S.W. Jackson St Room 451 South Topeka, KS 66612	Dept of Admin, Office of Procurement & Contracts David M Stueve (785) 296-0408 David.stueve@ks.gov

Henrico County Public Schools	10 Years	Henrico County Public Schools Construction & Maintenance P.O. Box 90775 Henrico, VA 23273	Glen Gootee (804) 652-3890 gjgootee@henrico.k12.va.us
State of Texas	10 Years	300 West 15th St. Suite 1300 Austin, TX 78701	Jeff Booth (512) 463-5712 jeff.booth@dir.texas.gov
Washington Metropolitan Area Transit Authority	10 Years	600 5th Street, NW Washington, DC 20001	Julianne Harder (202) 819-5654
University of Virginia	12 Years	1001 N. Emmet St. Charlottesville, VA 22904	Dale Robinson (434) 982-5099

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

Anixter, Inc. Communications and Security Services Branch, 11400 Washington Highway, Ashland, VA 23005

Denise Taylor, Inside Sales Representative, 804-727-2019, Denise.Taylor@anixter.com

Chuck Story, Account Manager, 540-425-5457, chuck.story@anixter.com

Lucas Reams, District Manager, -804-869-3327, Lucas.Reams@anixter.com

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

[] YES [X] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: Anixter, Inc. Preparer Name: Chuck Story

Date: 4/24/2026

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? **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)? **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)? **No** If yes, certification number: ____ Certification date: ____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? **No** If yes, certification number: ____ Certification date: ____

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

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

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

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

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

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the

SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: KBF-1253

Date Form Completed: 4/24/2026

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

Offeror / Proposer: Anixter, Inc.

Address: 11400 Washington Highway, Ashland VA 23005

Contact: Chuck Story, 540-425-5457

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)
Clavis, LLC	John Navolio, (571) 262-1933	718679	Materials as required by JMU		

Schedule X Pricing

Legend:

ATCP: Available Through Channel Partner

CFQ: Call for Quote. Discounts available from Manufacturer vary by part number.

Pricing and Fees:

Listed discounts will include standard ground shipping costs in the unit pricing. Discounts include any applicable quantity discounts.

Any applicable credit card processing fees are included in the price quoted.

JMU can request additional freight services (expedite, white glove, etc).

Charges for these services will be provided as an additional line item on the quote.

Vendor Name	JMU Discount from MFG List Price
3M Telecom	10%
AASTRA	CFQ
ABB	CFQ
ABB DRIVES	CFQ
ABLOY	ATCP
ACME ELECTRIC	CFQ
ACS INDUSTRIES	CFQ
ADAMS RITE MANUFACTURING	ATCP
ADTRAN	CFQ
ADVANCED RF	CFQ
AGENT VI	CFQ

AIGIS	CFQ
AIMETIS	CFQ
AIPHONE	CFQ
ALARM CONTROLS	ATCP
ALGO COMMUNICATIONS	CFQ
ALLEGION	ATCP
ALLIED TELESIS	CFQ
ALPHA TECHNOLOGIES	CFQ
ALPHA WIRE	CFQ
ALTRONIX	CFQ
AMERICAN & EFIRD	CFQ
AMERICAN FIBERTEK	30%
AMERISTAR	CFQ
AMPHENOL	CFQ
ANIXTER MADE KITS	CFQ
APC BY SCHNEIDER	28%
ARECONT VISION	CFQ
ARROW LOCK	ATCP
ASSA ABLOY	ATCP
ATLAS SOUND	CFQ
AXIS COMMUNICATIONS	ATCP
B&B ELECTRONICS	CFQ
BCD VIDEO	CFQ
BELDEN	16-37% by product category
BERK-TEK	28%
B-LINE BY EATON	10%

BLONDER TONGUE	14%
BOGEN	CFQ
BOSCH SECURITY SYSTEMS	ATCP
BOSCH TOOLS	CFQ
BOURNS	CFQ
BRADY	18-50% by product category
BROCADE	CFQ
BROTHER	CFQ
BUFFALO TECHNOLOGY	CFQ
BURGESS-NORTON	CFQ
BURNDY	CFQ
BUSSMANN	CFQ
CABLOFIL	18%
CAMDEN DOOR CONTROL	ATCP
CDVI	CFQ
CEECO	CFQ
CETIS	CFQ
CHATSWORTH PRODUCTS (CPI)	25%
CIRCA TELECOM	20%
CISCO	CFQ
COAT	CFQ
COLEMAN CABLE	CFQ
COMMSCOPE	36-39.8% by product category

COMMSCOPE ANDREW SOLUTIONS	CFQ
COMMSCOPE CARRIER SOLUTIONS	CFQ
COMNET	CFQ
COMPREHENSIVE CABLE	CFQ
COMPULINK	36%
COMPUTAR	CFQ
COMTROL	CFQ
CORBIN RUSSWIN	CFQ
CORNING	22%
CORNING GILBERT	CFQ
CORTELCO	5%
CROUSE-HINDS	CFQ
DIGITAL WATCHDOG	ATCP
DIGITUS BIOMETRICS	ATCP
DITEK	CFQ
DOOR KING	ATCP
DRAKA CABLETEQ	CFQ
DRAKA ELEVATOR CABLES	CFQ
DRAKA GROUP	CFQ
DROSSBACH	CFQ
DSG-CANUSA	CFQ
DUZCART	CFQ
DYMO CORPORATION	CFQ
EAST PENN	CFQ
EASTERN WIRE & CONDUIT	CFQ

EATON	CFQ
EDWARDS SIGNALING	CFQ
EMERSON	CFQ
EMERSON NETWORK POWER ENERGY	CFQ
EMTEK	CFQ
ERICO	10%
ERICSSON	CFQ
EXACQ	ATCP
FALCON LOCK	ATCP
FARGO ELECTRONICS	CFQ
FIRETIDE	CFQ
FLIR	ATCP
FLUIDMESH	CFQ
FLUKE	CFQ
FLUKE NETWORKS	CFQ
FUJINON	CFQ
GAI-TRONICS	10%
GALLAGHER	CFQ
GALTRONICS	CFQ
GARRETTCOM	CFQ
GEIST	7%
GENERAL CABLE	39%
GLYNN-JOHNSON	CFQ
GREAT LAKES CASE & CABINET	CFQ
GREENLEE	CFQ
HAMMOND	CFQ

HARBOUR INDUSTRIES	CFQ
HARTING	CFQ
HELLERMANN TYTON	CFQ
HES	ATCP
HEYCO MOLDED PRODUCTS	CFQ
HEYCO	CFQ
HID GLOBAL	ATCP
HIKVISION	ATCP
HIRSCHMANN	CFQ
HITACHI CABLE	CFQ
HOFFMAN	CFQ
HP	CFQ
HUBBELL PREMISE WIRING	36%
IDEAL INDUSTRIES	CFQ
IDEAL NETWORKS	CFQ
IMMERVISION	CFQ
IMRON	CFQ
INFINIAS	CFQ
INGERSOLL RAND	CFQ
INOVA SOLUTIONS	CFQ
INTERLOGIX	ATCP
INTERNATIONAL FIBER SYSTEMS	CFQ
IOMEGA	CFQ
IOMNIS	CFQ
IONODES	CFQ

ITW LINX	24%
IVES	CFQ
JABRA	CFQ
JAMES MONROE WIRE & CABLE CORP	CFQ
JDSU	CFQ
JENSEN	CFQ
JES HARDWARE SOLUTIONS	ATCP
JONARD	5%
JUDD WIRE	CFQ
JUNIPER NETWORKS	CFQ
JVC	CFQ
KABA	CFQ
KALAS	CFQ
KANTECH	ATCP
KBC NETWORKS	CFQ
KERI SYSTEMS	CFQ
KEYSCAN	ATCP
KINGS RF CONNECTORS	CFQ
KLEIN TOOLS	CFQ
KNURR EMERSON NETWORK POWER	CFQ
LAKE CABLE	CFQ
LAN POWER SYSTEMS	10%
LAPP GROUP	CFQ
LCN	CFQ
LEVITON	23%

LIFESAFETY POWER	CFQ
LINEAR	CFQ
LITTELFUSE	CFQ
LOUROE ELECTRONICS	ATCP
LUMBERG AUTOMATION	CFQ
LYNN ELECTRONICS	CFQ
MACLEAN SENIOR INDUSTRIES	CFQ
MARS	CFQ
MAXCELL	6%
MAXLITE. MCKINNEY	CFQ
MERSEN	CFQ
METZ CONNECT	CFQ
MICROLAB	CFQ
MICROSEMI	CFQ
MIDDLE ATLANTIC PRODUCTS	36%
MIER PRODUCTS	CFQ
MILESTONE SYSTEMS	ATCP
MILWAUKEE TOOL	CFQ
MINUTEMAN	CFQ
MOBOTIX	ATCP
MOHAWK	CFQ
MOOG VIDEOLARM	ATCP
MORPHOTRAK	CFQ
MORSE WATCHMANS	CFQ
MOTOROLA	CFQ
MUXLAB	CFQ

NATIONAL WIRE & CABLE	CFQ
NETGEAR	CFQ
NETSOURCE	20%
NEXANS	CFQ
NEXT LEVEL SECURITY SYSTEMS	ATCP
NORTON DOOR CONTROLS	ATCP
NVT	<i>17%</i>
OBERON	5%
OK INDUSTRIES	CFQ
ONSSI	CFQ
OPTEX	<i>18%</i>
OPTICAL CABLE CORPORATION	CFQ
ORION IMAGES	CFQ
ORTRONICS	36%
PALADIN TOOLS	CFQ
PANASONIC	ATCP
PANDUIT	28-40% by product category
PARKER	CFQ
PAXTON	ATCP
PCTEL	CFQ
PELCO BY SCHNEIDER ELECTRIC	ATCP
PHILATRON	CFQ
PLANTRONICS	CFQ

POLYCOM	CFQ
POLYPHASER	CFQ
POLYWATER	CFQ
PREFORMED	5%
PROXIM	CFQ
PRYSMIAN	CFQ
QNAP SYSTEMS	CFQ
QUABBIN	CFQ
QUAM	CFQ
QUIKTRON BY LEGRAND	ATCP
R. STAHL	CFQ
RIP-TIE	CFQ
RUTHERFORD CONTROLS (RCI)	ATCP
REPUBLIC WIRE INC	CFQ
R.F.MOTE	CFQ
RADIX	CFQ
RARITAN	CFQ
RECTORSEAL	CFQ
REMKE INDUSTRIES	CFQ
RADIAL	CFQ
RCZ BULLONERIA SRL	CFQ
RADIO FREQUENCY SYSTEMS	CFQ
RIPLEY	CFQ
RIXSON	CFQ
RLE TECHNOLOGIES	CFQ
ROCKWOOD	CFQ

SAMSUNG TECHWIN (Hanwha)	ATCP
SARGENT	ATCP
SCHLAGE	ATCP
SECURITRON	ATCP
SENTRY360	ATCP
SERVER TECHNOLOGY	CFQ
SIEMON	36%
SOLAHD	CFQ
SONY	ATCP
SOUTHWIRE	CFQ
SPECIFIED TECHNOLOGIES STI	5%
SPECO TECHNOLOGIES	ATCP
SPECTRALINK	CFQ
STANLEY	ATCP
STEWART CONNECTOR	CFQ
SUMITOMO ELECTRIC LIGHTWAVE	CFQ
SUPERIOR ESSEX	25%
SUTTLE	CFQ
TALKAPHONE	CFQ
TAMRON	CFQ
TAPPAN	CFQ
TATUNG CO OF AMERICA INC	ATCP
TE CONNECTIVITY	CFQ
TECHFLEX	CFQ

TELECT	CFQ
TELLABS	CFQ
THOMAS & BETTS	CFQ
TII TECHNOLOGIES	CFQ
TIMES MICROWAVE	CFQ
TOA ELECTRONICS	CFQ
TOSHIBA	ATCP
TOTE VISION	ATCP
TRACKIT	ATCP
TRANS-COIL INTERNATIONAL (TCI)	CFQ
TRANSITION NETWORKS	27%
TRANSECTOR	CFQ
TRIAD	5%
TRIPP LITE	CFQ
TZ	20%
VALCOM	CFQ
VELCRO	CFQ
VERACITY	CFQ
VERINT	CFQ
VIAVI SOLUTIONS	ATCP
VICON	ATCP
VIDEOTEC	ATCP
VIEWZ	ATCP
VIKING ELECTRONICS	CFQ
VIVOTEK	ATCP
VISONICS	ATCP

VOLEX	CFQ
VON DUPRIN	ATCP
WAGO	CFQ
WALKER EQUIPMENT	CFQ
WESTELL	CFQ
WEST PENN WIRE	CFQ
WHEELLOCK	CFQ
WIREMOLD	39%
WOODHEAD INDUSTRIES	CFQ
XCEEDID	CFQ
YALE NORTON	ATCP
ZONIT STRUCTURED SOLUTIONS	CFQ

QUOTATION

Date: 04/28/2026
Quote #: Q00GTTYP
Customer: 362750

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Customer
JAMES MADISON UNIVERSITY
1031 SOUTH MAIN STREET
HARRISONBURG, VA 22807
KATIE FORSYTH
Phone: 540-568-5113
Fax: --
Email: FORSYTKB@JMU.EDU

QUOTE FOR JMU RFP KBF-1253

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	1000	CMP-424SUP10GSDU-06 SUPERIOR C 6B-246-2B 23-4P UTP-CMP SOL BC CAT6A PO/FRPVC 10GAIN XP+ BLUE BOX SMALL OD 0.25" PRICE REFLECTS CURRENT DISCOUNT SCHEDULE ON UCPJMU6030 Lead Time: 3 TO 4 DAYS GROUND Part Availability: STK @ ANIXTER-IL	MF	790.00	790.00
2	100	491008 ORTRONICS HDJ6A-00 HD JACK, CAT6A, CLARITY T568A/B - 8POS, BLACK, 180DEG PRICE REFLECTS CURRENT DISCOUNT SCHEDULE ON UCPJMU6030 Lead Time: 3 TO 4 DAYS GROUND Part Availability: STK @ ANIXTER-IL	EA	16.12	1,612.00
3	1	806908 CORNING-C CCH-CS24-B3-P00RJ CCH SPLICE CASSETTE 24-F LCAPC-DUP, OS2, RIB CCH- CS24-B3-P00RJ PRICE REFLECTS CURRENT DISCOUNT SCHEDULE ON UCPJMU6030 Lead Time: ON ORDER DUE IN 5/6/26 Part Availability: NO STK	EA	1076.17	1,076.17

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

QUOTATION

Date: 04/28/2026
Quote #: Q00GTTYP
Customer: 362750

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

QUOTE FOR JMU RFP KBF-1253

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
4	1	Non-Stock Non-Cancelable/Non-Returnable AMERI PROD AM78P-2625-42RU AM78P-2625-42RU OUTDOOR BEIGE EQUIPMENT ENCLOSURE SYSTEM 78"TX26"WX25"D INCLUDES 1 EA AM58-84P-8P SIDE BLANK PANEL OPTION 1 EA AM4P-2625-MP MOUNTING PLINTH 4" HIGH APR-AM84P-2625-45RU MANUFACTURER DISCONTINUED MANUFACTURER SUGGESTED AM78P-2625-42RU REPLACEMENT Lead Time: 4 TO 6 WKS Part Availability: NO STK	EA	8193.47	8,193.47
5	1	10342650 BRADY CORP M6-103-427 LABEL 1.25 X 1 LAM VINYL 250 PRINTER MATERIALS LABEL Lead Time: 7 TO 10 DAYS Part Availability: STK @ VENDOR	RL	50.16	50.16
6	1	Non-Stock Q FIBER RF MN1000-2W/DFB MN1000-2W/DFB MINI OPTICAL NODE -- MANUFACTURER STATED MN1000-2W-SA/DFB SHOULD BE MN1000-2W/DFB Lead Time: 7 TO 10 DAYS Part Availability: STK @ VENDOR	EA	170.68	170.68
7	1	14ZZZ-MISC MISC CHARGE NO QUOTE ON THE FOLLOWING: NEC REFURBISHED PHONES AUDIO CODES	EA	0.00	0.00

Quote Total: 11,892.48

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.

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QUOTATION

Date: 04/28/2026
Quote #: Q00GTTYP
Customer: 362750

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

QUOTE FOR JMU RFP KBF-1253

TERMS: NET30
Freight Terms: PPD/CHARGE
Shipment: MATERIAL IN ANIXTER INVENTORY IS SUBJECT TO PRIOR SALE
Notes: ORDER ACCEPTANCE IS BASED UPON PRIOR CREDIT APPROVAL
ALL MATERIAL IS NON-RETURNABLE WITHOUT RETURN AUTHORIZATION
Currency: USD

Please refer all inquiries to:

Denise Taylor
Phone: 804-727-2019
Mobile: --
Fax: --
denise.taylor@anixter.com

11400 WASHINGTON HWY
ASHLAND, VA 23005
US

Comments:

COPPER CABLE PRICES VALID 5 CALENDAR DAYS
ALL OTHER ITEMS VALID 5 DAYS UNLESS NOTED AT THE ITEM LEVEL
+/- 10% BILLABLE TOLERANCE ON NON-STOCK CABLE

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.



Request for Proposal

RFP# KBF-1253

Telecommunications Equipment and Supplies

March 27, 2026



REQUEST FOR PROPOSAL
RFP# KBF-1253

Issue Date: March 27, 2026

Title: Telecommunications Equipment and Supplies

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

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on April 29, 2026 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: Katie Forsyth, Buyer Senior, Procurement Services, forsytkb@jmu.edu; 540-568-5113; (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 # KBF-1253

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	A. Offeror Data Sheet		
	B. SWaM Utilization Plan		
	C. Sample of Standard Contract		
	D. Zone Map		
	E. SWaM Standard Reporting Template <i>(For example purposes only; this section is not required to be completed or submitted as part of the offeror's response.)</i>		

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 Telecommunications Equipment and Supplies for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 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 may be found at the following website: <http://www.jmu.edu>.

The James Madison University Telecommunications Department is responsible for providing and maintaining all voice and video communications for campus facilities. The department is also responsible for installing and terminating the physical layer of the data communication network. The Telecommunications Department continually strives to meet and exceed their mission statement, to provide reliable and effective voice, video and data communications service to the university community, emphasizing professionalism and excellent customer service.

Materials needed for campus projects are procured by the department and JMU Procurement office. Telecommunication uses a variety of manufacturers for the basic material components, such as Ortronics, Superior Essex and Corning. On average, the university spends approximately \$700,000 annually on telecommunications equipment and supplies. This number is subject to change and is anticipated to increase due to the continual growth of the university.

The following telecommunications equipment and supplies manufacturers are commonly used by the university. This list is not all encompassing and is subject to change.

Ortronics	General Cable
Superior Essex	Cablofil
Corning	3M
Chatsworth	Belden
GaiTronics	Commscope
Blonder Tongue	Arris
Panduit	Maxcell
Brady	Circa
Tyco	Emerson Network Power
Wiremold	Performed Lined Products (PLP)
Pico Macom	General Instrument
Audio Codes	Polycom
Legrand	American Products
Caddy	Condux
QFRF	Fluke
Sumitomo	Hitachi

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

James Madison University desires to partner with a Contractor(s) to provide quality telecommunications equipment and supplies.

A. Requirements & Provisions:

1. The Contractor is preferred to be an authorized reseller of the telecommunications equipment and supplies being offered.
2. All items shall be new and in original packaging. If new equipment is unavailable, any refurbished equipment must be approved by JMU.
3. The Contractor shall not ship substitute items without prior approval from the university.
4. The Contractor shall include a list price, percentage discount, and JMU price on all quotes and invoices.
5. Upon approval of the quotation received by the university, an Agency Purchase Order will be issued as authority to proceed with the work. NO WORK IS TO BE UNDERTAKEN BY THE CONTRACTOR UNIL A WRITTEN PURCHASE ORDER HAS BEEN RECEIVED.
6. Contractor shall not perform work which would result in exceeding the dollar limitation of the purchase order without first having obtained written approval from the university.
7. The university does not guarantee any set volume of orders resulting from this contract and cannot provide an estimate of potential contract usage. The university reserves the right to obtain other cost estimates prior to authorizing work, and to solicit any project separate and apart from the resulting contract(s) as may be deemed in the best interest of the university. The university reserves the right to request a quotation from one or more contractors with which the university has a contract.

B. Offerors shall provide detailed responses to the following:

1. Confirm acceptance of above requirements and provisions.
2. Describe experience in working with educational institutions or organizations similar in size to James Madison University.
3. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Specify what role they will have in servicing JMU.
4. Provide a complete list of manufacturers your firm is an authorized reseller for telecommunications equipment and supplies. Authorized reseller is defined as a business entity that has a direct relationship with and makes purchases of products from manufacturing companies and then resells these products again to the consumers. Pricing (discount off list is assumed) to be provided in **Section X. Pricing Schedule**).

5. Describe in detail the ordering process including obtaining price quotes and lead times.
6. Describe delivery options and policies, including turnaround time for in-stock and rush orders, for the telecommunications equipment and supplies being offered. All orders shall be FOB Destination and is preferred to include all shipping/freight charges in the quoted unit price (not list freight as a separate line item). Include information regarding delivery costs and/or free delivery in **Section X. Pricing Schedule.**
7. Describe ability to maintain sufficient stock for timely delivery.
8. Describe in detail return policy. Identify any restocking or associated costs in **Section X. Pricing Schedule.**
9. Describe available warranties.
10. Describe the process for replacement of defective, broken, or damaged telecommunications equipment and supplies (delivery or latent defect).
11. If the Contractor is impacted by unforeseen or modified taxes, duties, tariffs, or similar measures imposed by any U.S. or foreign authority, on the Contractor's offerings, (including materials, equipment, hardware, software, or services, etc.) the Contractor shall provide sufficient evidence to the University showing the unit price paid as of the contract award date or Purchase Order issuance date (whichever is earlier), the applicability of the tariff to the specific goods or materials, and proof of payment of the increased tariff or duty. The evidence must allow the University to confirm that the tariff caused the price increase without markup. Any misrepresentation regarding additional payments due to tariffs shall be considered fraud under the Virginia Fraud Against Taxpayers Act and may subject the Contractor to treble damages.

Contractor shall acknowledge.

12. Attachment B SWaM Utilization Plan must be completed by all offerors. In the event an offeror may have SWaM subcontractors under the agreement further regular reporting shall be required of awarded Offerors (see VIII.J. *SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE*).

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.f. below.

b. **PAPER SUBMISSIONS:**

- i. **One (1) original and one (1) copy** 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 Section V.4.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 an 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:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	35
2. Qualifications and experience of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to perform the services	15
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	<u>20</u>
	100

- 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.

- Z. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

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

From: _____

_____	_____	_____
Name of Offeror	Due Date	Time

Street or Box No.	RFP #	

City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____		

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent 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 four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office

at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform

services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

- S. **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.
- T. **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.

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. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2. For reference, see Statement of Needs **Section IV.B.11.** regarding tariffs.

1. The pricing schedule should include percentage discount off list price for specific manufacturers/products lines/catalogs and be stated in the following format (an Excel attachment submitted with the electronic copy is acceptable).

Item/Category	Manufacturer	Discount Off List Price (List price is defined as Manufacturer's Suggested Retail Price - MSRP)

2. Per **Section IV. Statement of Needs** Address requested pricing clarifications as referenced throughout.
3. Specify any additional discounts based on large quantities per item/order.
4. Specify any associated charge card processing fees, if applicable, to be billed to the university.

5. For the purpose of RFP cost comparison JMU has included below an example of a typical Telecommunications order. Provide with your response a sample quote for this hypothetical order inclusive of all fees.

SAMPLE FOR QUOTATION:

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION
1000 ft	6B-246-2B	Superior Essex	Cat6A Cabling (Blue 10 Gain XP+ Plenum)
100	HDJ6A-00	Ortronics	High Density Jack (HDJ) CAT6A, T568A/B, Black
1	CCH-CS24-B3-P00RJ	Corning	24 Pos. Splice Cassette (SM) LC-APC Connector Ribbon
1	APR-AM84P-2625-45RU	American Products	Telco Cabinet 84"X26"X25" Beige
1	M6-103-427	Brady	BRADY M610 WRAP-AROUND 1" X 1.25" WHITE (250CT)
1	MN1000-2W-SA/DFB	QFRF	Mini Fiber Optic Node 26db Out
10	NEC DTZ-32D-3(BK) Digital Phones	NEC	NEC Reburished 32 button Digital Phones (black)
10	C430HD	Audio Codes	Teams C430HD IP PhonePoE Gbe Black

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 E: SWaM Standard Reporting Template *(For example purposes only; this section is not required to be completed or submitted as part of the offeror's response.)*

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

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

Years _____ Months _____

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

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

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

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer:

Firm

Address

Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, 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)

Reporting Instructions

- 1) Complete all information accurately
- 2) Contact Phillip Ewell (swamreporting@jmu.edu, ewellpw@jmu.edu or 540-568-7999) to discuss questions or concerns with reporting on this form
- 3) Include the Schedule of Values No.(s) that relate to the payments received and being reported on the current reporting (*please note the Schedule of Values number(s) on this report **may not be** the same as the one you are submitting the form with*)
- 4) ALL sub-contractors should be reported, even if they are not currently SWAM certified (*our staff will attempt to contact them to see if they are capable of certifying*)
- 5) The Schedule of Values should be completed entirely with a vendor name included regardless of whether you believe the firm is SWAM or not - this helps for matching between this report and the Schedule of Values - it also helps us to continue to follow up on certifications with vendors that may not be currently certified.
- 6) Suppliers should be reported as they are considered the same as sub-contractors

JMU Contract Number:	"contract number"
Name of Prime Contractor:	"name"
SWAM Reporter Contact:	"contact name"
SWAM Reporter Contact E-mail:	"e-mail"
SWAM Reporter Contact Phone:	"phone"
Prime Contractor Fed. Tax ID:	"FEIN"
Prime Contractor SWAM #: (if applicable)	"cert #"

*Subcontractor Reporting Form must be completed and submitted quarterly to swamreporting@jmu.edu **Payment may be withheld by terms of the contract if complete and accurate information is not submitted*

**For questions or concerns contact Phillip Ewell (swamreporting@jmu.edu or 540-568-7999)*

[illegible]



April 23, 2026

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

REFERENCE: Request for Proposal No: **RFP# KBF-1253**
Dated: **March 27, 2026**
Commodity: **Telecommunications Equipment and Supplies**
RFP Closing On: **April 29, 2026 at 2:00 p.m. (Eastern)**

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

1. QUESTION: With regards to the request for pricing on page 21 in the Sample for Quotation table, the American Products item, APR-AM84P-2625-45RU, is no longer available. Should an alternate product be used in the quote?

ANSWER: Do not include item APR-AM84P-2625-45RU or an alternate product in the sample quote. Responses will be evaluated on the rest of the products in the Sample for Quotation table.

Signify receipt of this addendum by initialing "*Addendum # 1*" on the signature page of your proposal.

Sincerely,

A handwritten signature in cursive script that reads "Katie Forsyth".

Katie Forsyth, M.Ed., CUPO
Buyer Senior
Phone: (540-568-5113)

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



April 29, 2026

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

REFERENCE: Request for Proposal No: **RFP# KBF-1253**
Dated: **March 27, 2026**
Commodity: **Telecommunications Equipment and Supplies**
RFP Closing On: ~~**April 29, 2026 at 2:00 p.m. (Eastern)**~~
May 6, 2026, at 2:00 p.m. (Eastern)

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

1. The closing date and time has been extended to **Wednesday, May 6, 2026, at 2:00 p.m. (Eastern)**

Signify receipt of this addendum by initialing "*Addendum # 2*" on the signature page of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Katie Forsyth".

Katie Forsyth, M.Ed., CUPO
Buyer Senior
Phone: (540-568-5113)

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