JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7533

This contract entered into this 13th day of July 2026, by Cable & Connections Acquisition Co, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From 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 May 1, 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 *Rebate Agreement*

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

CONTRACTOR:	PURCHASING AGENCY:
By: (signature)	By: Katie Forsyth
(Signature)	(Signature)
R. Darren Krych	Katie Forsyth
(Printed Name)	(Printed Name)
Title: Managing Member	Title: Buyer Senior

Rev. 5/12/21

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's Pricing Schedule

Item/Category	**Manufacturer**	**Discount Off List Price** (List price is defined as Manufacturer's Suggested Retail Price - MSRP)
Network cable	Network cable Superior Essex, Belden, Optical Cable Corporation, PureNet, Hyperline, Commodity Cables, Hitachi Cable, Southwire, West Penn	10-50%
Network connectivity	Ortronics, Belden, Optical Cable Corporation, Hyperline, HellermannTyton, Signamax, Leviton Dynacom, ICC, Panduit	10-50%
Racks and cabinets	Ortronics, Middle Atlantic Products, Kendall- Howard, Great Lakes, Hoffman, Leviton, Optical Cable Corporation, Panduit, Quest	10-50%

Cable management	Ortronics, Cablofil, Middle Atlantic Products, Wiremold, Arlington, B-Line, Garvin, Great Lakes, Caddy/Erico, Panduit	10-50%
Fiber optics	Superior Essex, Optical Cable Corporation, Belden, AFL, HellermannTyton, Hitachi Cable, Leviton	10-50%
Intercom and paging	Aiphone, Bogen, Legrand, Paxton	10-50%
Networking & wireless	Cambium, Intellinet, Signamax, Trendnet, Ubiquiti, Netgear	10-50%
Tools	Fluke Networks, AEM, Trend Networks, EXPO, Ideals, Klein, Knipex, Tempo, NetAlly	10 -50%

a. Contractor will review additional project-based discounts for large-volume opportunities, standardized bill-of-material purchases, recurring usage items, and cooperative contract users where order volume allows on a quote-by-quote basis.

b. Cable and Connections' *Rebate Agreement* included below as **Negotiation Summary Attachment A**, is hereby incorporated into the contract. Rebate will be applied to quotes by contractor once threshold has been met pursuant to the terms attached. Rebate agreement is applicable to agency specific spend. Automatically renews every year during the life of the contract.

c. Contractor shall waive separate credit card processing fees on purchases made under this contract. Any applicable payment processing costs will be accounted for within the quoted product pricing and will not be billed as a separate credit card fee.

d. Contractor shall provide free ground shipping on standard orders. This applies to standard parcel ground shipments. Expedited shipping, special handling, oversized materials, heavy or bulky items, LTL freight, liftgate service, inside delivery, jobsite delivery, manufacturer-direct freight, or other non-standard delivery requirements may be included in the quoted unit price or addressed separately by mutual agreement where applicable.

e. Contractor shall waive restocking fees on standard stocked items returned new, unused, complete, and in original manufacturer packaging, subject to the approved return process.

   i. Return shipping fees may be waived when the return is due to a Cable and Connections shipping error, defective product, damaged product, or other issue determined to be the responsibility of Cable and Connections or the manufacturer.

   ii. Special-order, non-stock, custom-cut, custom-assembled, discontinued, opened, used, manufacturer-controlled, or non-cancelable/non-returnable items will be handled on a case-by-case basis. These items may be subject to manufacturer restocking fees, return freight charges, or other applicable restrictions.

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. 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.
7. Contractor has disclosed all potential fees. Additional charges will not be accepted.

Cable & Connections

Rebate Agreement

Between Cable & Connections, Inc. ("Supplier") and ____________________ ("Customer")
Effective Period: July 1 - June 30 of the following year. Automatically renews every year.

This Rebate Agreement ("Agreement") outlines the volume-based rebate program offered by Cable & Connections for qualifying purchases made during the effective period. **1. Rebate Structure**
Rebates are calculated on total annual sales revenue using a "stage dollar" model. When a volume threshold is reached, the rebate percentage applies retroactively back to $1.

- $1-$250,000: 0.25%
- $250,001-$500,000: 0.50%
- $500,001-$750,000: 0.75%
- $750,001-$1,000,000+: 1.00% (retroactive to $1 once exceeded)

2. Eligibility Requirements
- Customer payment terms: Net 30.
- Only invoices paid within 45 days (Net 30 + 15-day grace period) qualify for rebate inclusion.
- All invoices must be paid in full before any rebate is issued.

3. Rebate Payment Terms
- Final rebate calculation completed by March 31.
- Rebates issued as a lump-sum credit memo unless otherwise agreed.
- Customer must be current on all outstanding balances at time of issuance.

4. Exclusions
Rebates exclude taxes, freight, special orders, and purchases under separate pricing agreements unless explicitly included in writing.

5. Term & Termination
Agreement applies only to purchases from July 1 - June 30 of the following year. Automatically renews every year. Early termination requires 30 days' notice; rebates will be prorated to date of termination if eligibility rules are met.

Accepted and Agreed:

Cable & Connections, Inc.
Name: ______________________________
Title: ______________________________
Signature: ______________________________
Date: ______________________________

Customer
Company: ____________________________
Authorized Rep: ______________________
Title: ______________________________
Signature: ______________________________
Date: ______________________________

JAMES MADISON UNIVERSITY

BID COVER SHEET

Solicitation Information

Solicitation Title: Telecommunications Equipment and Supplies

Solicitation Number: RFP# KBF-1253

Issuing Agency: James Madison University

Due Date & Time: May 6, 2026, 2 pm

Offeror Information

Company Name:
Cable and Connections Acquisition Company LLC

eVA Vendor Number: SUP320081

Address: 2500 Leaphart Road Suite A

West Columbia, SC 29169
803-936-0190

Website: http://www.cableandconnections.com

Primary Contact (Contract Administrator)

Name: Barry Lee
Title: Mid-Atlantic Regional Sales Manager
Phone: 804-244-1564
Email: b.lee@cableandconnections.com

Secondary Contact

Name: Laura Watson
Title: Strategic Sales Solutions & Support Manager
Phone: 937-329-9288
Email: l.watson@cableandconnections.com

JMU

JAMES MADISON
UNIVERSITY

Request for Proposal

RFP# KBF-1253

Telecommunications Equipment and Supplies

March 27, 2026

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS

VASCUPP

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)
Cable and Connections	
7330 Lark Circle	Name: Barry Lee (Please Print)
Mechanicsville, VA 23111	
Date: 5/1/2026	Title: Regional Sales Manager
Web Address: www.cableandconnections.com	Phone: 804-244-1564
Email: b.lee@cableandconnections.com	Fax #: 803-620-3932

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; x 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.

Rev. 7/7/2025

REQUEST FOR PROPOSAL

RFP # KBF-1253

TABLE OF CONTENTS

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.
   We accept and agree to the requirements and provisions contained in this contract.
2. Describe experience in working with educational institutions or organizations similar in size to James Madison University.
   We have done work with many higher education institutions in the mid Atlantic states. Currently doing a lot with Henrico Co Schools. I have worked with JMU in the past before Norfolk Wire was sold to ADI. I left ADI to join Cable and Connections. Both Norfolk Wire and ADI held this contract the past several years. Barry Lee has experience working with this contract with JMU.
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.
   Barry Lee will handle the contract out of our VA location.
   Barry Lee -804-244-1564 cell . 804-915-0813 office
   Responsible for all sales, returns, quotes

b.lee@cableandconnections.com

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***).
   a. Ortronics

b. Superior Essex
c. Cablofil
d. Corning
e. 3M
f. Chatsworth
g. Belden
h. GaiTronics
i. Panduit
j. Maxcell
k. Brady
l. Circa
m. Tyco
n. Wiremold
o. Performed Lined Products (PLP)
p. Pico Digital
q. See Attachment E for additional manufacturers

5. Describe in detail the ordering process including obtaining price quotes and lead times.
   Email or Call with material request to contacts at Cable and Connections
   Quote is created and email to requestor from our sales team
   PO is emailed to contact provided at Cable and Connections. If Barry is out his emails are forwarded to the sales team so you will always get a response.
   Orders are entered and shipped, we follow up with lead time and tracking
   Invoice is generated and emailed to JMU contacts supplied.

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***..
   Stock items are shipped same day is order received by noon
   Orders after noon will ship within 24 hours form one of our warehouses
   Small packages are shipped via UPS
   Larger orders will ship via LTL carrier. Some orders will drop ship from factory
   We agree to ship all order FOB Destination and incorporated in the unit cost.
7. Describe ability to maintain sufficient stock for timely delivery.
   We have 7 warehouses and maintain stock in each location.
   Once we determine your usage our system allows us to maintain inventory to support Your orders. We can also do Consignment Inventory at the college as another option.
   We have locations in Ohio, NJ, NC and SC all one or two day ship points for JMU
8. Describe in detail return policy. Identify any restocking or associated costs in **Section X. *Pricing Schedule.***
   No Restocking fee on new in box items commonly stocked
   Returns on special orders or non stock items will be on a case by case basis.
9. Describe available warranties.
   Warranties per each manufacturers policy.
10. Describe the process for replacement of defective, broken, or damaged

telecommunications equipment and supplies (delivery or latent defect).
Email or call contact(s) at Cable and Connections with the request for replacement.
Contact will determine whether the product qualifies for warranty replacement
Defective products still under manufacturer warranty can be replaced via advance replacement.

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. We will provide documentation on any unforeseen issues as mentioned above.

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’ 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.
   See Attachment F

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:

		Points
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	20
		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. <u>ANTI-DISCRIMINATION</u>: 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. <u>ETHICS IN PUBLIC CONTRACTING</u>: 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. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: 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. PRECENDENCE 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)
Network cable	Network cable Superior Essex, Belden, Optical Cable Corporation, PureNet, Hyperline, Commodity Cables, Hitachi Cable, Southwire, West Penn	10-50%
Network connectivity	Ortronics, Belden, Optical Cable Corporation, Hyperline, HellermannTyton, Signamax, Leviton Dynacom, ICC, Panduit	10-50%

Racks and cabinets	Ortronics, Middle Atlantic Products, Kendall-Howard, Great Lakes, Hoffman, Leviton, Optical Cable Corporation, Panduit, Quest	10-50%
Cable management	Ortronics, Cablofil, Middle Atlantic Products, Wiremold, Arlington, B-Line, Garvin, Great Lakes, Caddy/Erico, Panduit	10-50%
Fiber optics	Superior Essex, Optical Cable Corporation, Belden, AFL, HellermannTyton, Hitachi Cable, Leviton	10-50%
Intercom and paging	Aiphone, Bogen, Legrand, Paxton	10-50%
Networking & wireless	Cambium, Intellinet, Signamax, Trendnet, Ubiquiti, Netgear	10-50%
Tools	Fluke Networks, AEM, Trend Networks, EXPO, Ideals, Klein, Knipex, Tempo, NetAlly	10 -50%

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.
We offer special pricing on case quantities that we are provide from the different manufacturers. Most manufacturers give us special pricing based on quantity and each manufacturer is different. But we are Cable and Connections pass on the cost savings we are given.

4. Specify any associated charge card processing fees, if applicable, to be billed to the university.
We charge a 2.99% Credit Card Fees, We provide ACH at no charge, and Net Terms are Available.
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 25______ 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 #
Henrico Co Public Schools	16 years	671 Trampton Road, Suite E, Sandston, VA 23150	KristySeay/ 804-328-5210
DECA -	10 years	1300 EISENHOWER AVE FORT Lee, VA 23801	Stephanie Fritts (804)734-8000 x48256
Northrop Grumman	15years	8710 Freeport Parkway suite 200 Irving , TX 75063	Clark Bernales 310-524-6081
I 3 Federal	10 years	12030 Henderson Rd Clifton, VA 20124	Chad Porter 804-901-1346
Fiber Plus	11years	8145 Pine Ridge RD #207 Mechanicsville va 23116	Patrick Edwards 804-310-5726

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

   Barry Lee 7330 Lark Circle, Mechanicsville, VA 23111

   Corporate Offices and Accounting 2500 Leaphart Road, Suite A, West Columbia, SC 29169

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: ___Cable and Connections________ Preparer Name: __Barry Lee______________

Date: _4/29/2026_______

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

<u>**Small Business:**</u> "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.

<u>**Woman-Owned Business Enterprise:**</u> 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.**

<u>**Minority-Owned Business Enterprise**</u>**:** 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.**

<u>**Micro Business**</u> 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.

<u>**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).**</u>

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: __not applicable, No subcontractors to be utilized Date Form Completed:_4/30/2026_____________

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

Offeror / Proposer:

Cable and Connections	7330 Lark Circle, Mechanicsville, VA 23111	Barry Lee 804-244-1564
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

JAMES MADISON UNIVERSITY

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

ATTACHMENT F

Per Section V, paragraph B, subparagraph 3

Cable and Connections is a multi-state, stocking distributor specializing in low-voltage materials, with a strong focus on data and telecommunications products. Our team is highly knowledgeable in both copper and fiber optic communications systems, enabling us to understand and support our customers beyond simply providing part numbers. In addition, we offer CCTV, Cameras, Security and Access Control Systems.

We differentiate ourselves through our in-house technical expertise. We are the only distributor with a dedicated trainer supporting our test equipment, fiber termination products, and fusion splicing solutions. Our trainer brings over 25 years of experience with Fluke and provides complimentary training to customers on proper testing, termination, and evaluation of technical equipment. These training sessions are available via Microsoft Teams or Zoom, as well as in-person upon request.

For James Madison University, the primary contact will be Barry Lee, who brings over 40 years of experience in the datacom industry. The secondary contact, Laura Watson, has over 27 years of industry experience, ensuring consistent and knowledgeable support.

We maintain inventory across all seven of our branch locations, most of which offer one-day shipping to meet customer demands quickly and efficiently. While telecommunications products are the focus of this RFP, our commitment to exceptional customer service, technical support, and responsiveness sets us apart.

JAMES MADISON UNIVERSITY

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,

Katie Forsyth

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

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,

Katie Forsyth

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

Office of
PROCUREMENT SERVICES

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

CABLE & CONNECTIONS
KEEPING YOU CONNECTED
2500 Leaphart Rd. Suite A, West Columbia, SC 29169
888-WIRE-682 | 803-936-0190 | cableandconnections.com

Quote

Quote	836432	Date	05/01/2026
Customer	111988		
Contact	KATIE FORSYTH		
Salesperson	Lee, Barry		

Quoted For: JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES MSC 5720
752 OTT STREET WINE PRICE BUILDING
FIRST FLOOR SUITE 1023
HARRISONBURG, VA 22807
USA

Ship To: JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES MSC 5720
752 OTT STREET WINE PRICE BUILDING
FIRST FLOOR SUITE 1023
HARRISONBURG, VA 22807
USA

Quote Good Through 05/15/2026

Ship Via	FOB	Freight Terms	Payment Terms	Quote Description
UPS Standard Ground		Freight Allowed	COD	

Line	Item	Ordered	Price	Extension
1	ESSX-6B-246-2B SUPERIOR ESSEX 23-4PR CAT6A SOL CMP REEL-IN-BOX | BLUE	1.000 MFT	648.00000 MFT	648.00
2	ORTR-HDJ6A-00 ORTRONICS CAT6A CLARITY HD JACK | BLACK	100.000 EA	15.65000 EA	1,565.00
3	CORN-CCH-CS24-B3-POORJ CORNING- 24 POS SPLICE CASSETTE (SM) LC-APC CONNECTOR RIBBON	1.000 EA	995.00000 EA	995.00
4	BRAD-M6-103-427 BRADY- M610 WRAP AROUND 1" X 1.25" WHITE 250COUNT	1.000 EA	67.50000 EA	67.50
5	QFRF-MN100-2W-SA/DFB Mini Fiber Optic Node 26db Out	1.000 EA	175.95000 EA	175.95
6	NEC-DTZ-32D-3(BK) NEC -REFURBISHED 32 BUTTON DIGITAL PHONE BLACK	10.000 EA	112.50000 EA	1,125.00
7	AUD-TEAMS-C430HD AUDIO CODES-IP PHONE POE GBE BLACK	10.000 EA	224.50000 EA	2,245.00

Products	6,821.45
Tax	361.53
Total	7,182.98

- Freight and tax amounts shown above are our best estimates. Final charges are determined at the time of shipping.
- Please email any sales tax forms to SalesTax@cableandconnections.com before placing your order for processing.
- 2.9% processing fee added on for all payments made via credit card.
- All quotes subject to Cable and Connections Terms and Conditions.
- Please visit our online store to see the latest products and accessories.

Cable & Connections
Product Catalog

CABLE & CONNECTIONS

BUILD AMERICA BUY AMERICA

Keeping You Connected

Table of Contents

About Cable & Connections

CABLE & CONNECTIONS

OUR CUSTOMER PROMISE

Because of you, our company continues to grow and offer more products at more locations across the country.

Customer service is an art. We pride ourselves on the service we provide and will work with you to ensure you get the exact product you need when you need it. We ship nationwide and can even deliver directly to your job site.

OUR TEAM

Our experienced team members specialize in taking care of you and getting you the right products the first time, every time.

From audio cables to complete networking and surveillance systems — we have what you need to get the job done.

COMPANY HIGHLIGHTS

- Established in 1997, with over 25 years of industry experience
- Headquartered in West Columbia, South Carolina
- Expanded to 17 locations nationwide, including seven main distribution centers with showrooms
- Offering a vast inventory with over 100 vendors and 18,000 active SKUs
- Dedicated to providing personalized service and technical expertise

BUILD AMERICA BUY AMERICA

LEARN MORE ABOUT OUR COMPANY »

BRANCH LOCATIONS

NC	RALEIGH	919-710-8978
NC	WINSTON-SALEM	336-283-2083
NJ	NORTHVALE	201-285-2135
SC	CHARLESTON	843-410-2207
SC	GREENVILLE	864-438-2891
SC	W. COLUMBIA	803-936-0190
OH	CLEVELAND	216-250-9005

SALES OFFICES

FL	BRADENTON	941-721-7111
GA	SAVANNAH	803-936-0190
MD	BALTIMORE	410-999-1767
KY	LOUISVILLE	502-856-7028
TX	DALLAS/DFW	972-630-0048
TX	AUSTIN	512-677-6441
TX	HOUSTON	713-832-5166
VA	RICHMOND	804-915-0813
WI	RACINE	414-255-3307

Audio/Video Products

Cables & Adapters

- Audio Cables
- Speaker Wire
- Extractors
- RCA Cables
- Splitters & Combiners
- Snake Cables

Audio Accessories

- Headsets & Lapels
- Microphones
- PA Accessories
- Audio Adapters
- Splitters
- XLR Cables

Converters

- Hdmi Converters
- Matrixes
- VGA, DVA & Displayport Converters
- Splitters & Extenders
- USB Type C Adapters
- USB Extenders

Jacks & Plugs

- 1/4” Connectors
- 3.5mm (1/8”)
- RCA Connectors
- Speakon Connectors
- XLR Connectors
- Specialty Plugs

Amps & Mixers

- Mobile Amplifiers
- Modules
- Paging Systems
- Amplifiers & PA Systems
- Multi-Zone Systems
- Nurse Call Stations

Monitors

- Surveillance Monitors
- Computer Monitors
- Televisions
- Test & Wrist Monitors
- Specialty Monitors

Speakers

- 70 Volt & 8ohm
- Headsets
- IP Speakers
- Soundbars
- Wireless & Bluetooth
- Desktop Speakers

Computer Equipment

- Keyboards & Mice
- KVM Switches
- USB Cables & Adapters
- Hard Drives & Storage
- Cleaning Equipment

Equipment Mounts

- Monitor Mounts
- Projector Mounts
- Speaker & Tv Mounts
- Specialty Mounts
- Floor Stands
- Microphone Stands

Shop All Audio/Video Products »

Fiber Products

Bulk Fiber

- Indoor/Outdoor
- Armored & Non-Armored
- Custom Assemblies
- OM1-OM4 Options
- Singlemode Options
- APC & UPC Available

Connectors

- Hybrid Connectors
- Mechanical Splice
- Splice-on Connectors
- Specialty Connectors
- Couplers & Jacks

Fiber Patch Cords

- Custom Patch Cords
- Pre-made up to 30m
- Multiple Connection Options Available
- OM1-OM4 Options
- Singlemode Options
- APC & UPC Available

Cleaners & Tools

- MPO Cleaners
- Cleaning Pens
- Inspection Tools
- Slitters & Cutters
- Strippers
- Handheld Tools
- Certifiers & Testers

Fiber Accessories

- Cassettes & Jacks
- Fiber Keystones
- Interconnects
- Loopbacks
- Fiber Labels & Wraps
- Splice Trays & Sleeves

Fiber Splicers

- Fiberfox Splicers
- UCL Swift Splicers
- AFL/Fujikura Splicers
- Optix America Splicers
- Sumitomo Splicers
- Splice Trays & Sleeves

Enclosures

- Outdoor Enclosures
- Wall Mounts
- Rack Mounts
- Speciality Enclosures
- Fiber Management
- Entry/Exit Accessories

SFP's & Converters

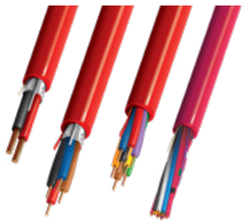
- Multimode Converters
- POE Converters
- MM & SM Tranceivers
- Singlemode Converters
- Specialty Converters

Fiber Panels

- Adapter Plates
- LGX Plates
- Specialty Panels
- Patch Panels
- Panel Frames & Inserts
- Interconnects

Shop All Fiber Products »

Fire Alarm Products



Fire Alarm Cable

- Mapnet
- Riser & Plenum
- Multi-Colored Jackets
- Solid or Stranded
- Low Capacitance
- Shielded or No Shield
- CIC 2-Hour
- Local Law 5

Alert Systems

- Safety Alert Systems
- Fire Alarms
- Mass Notification Systems
- Panic Buttons
- Auxiliary Devices
- Smoke & Co Alarms

Spades & Plugs

- Block Spades
- Fully Insulated
- Ring Terminals
- Bullets & Flags
- Quick-Slide Terminals
- Piggy-Backs & Snaps
- Closed-End

Fire Sealants

- Cast-In Paths
- Caulks & Putties
- Anchor Protection
- Insulation
- Sprays & Sealants
- Collars & Tapes
- Foams & Gaskets

Pulling Assistance

- Pulling Lubricant
- Labor Saving
- Retrieval Tools
- Hand Tools
- Shears & Cutters
- Gloves

Paths & Cutoffs

- Ez-Path Systems
- Fire-Rated Pathways
- Joint Sealants
- Retro-Fit Fire Sleeves
- Large Opening Cutoffs
- Wrap Strips
- Panel Boxes & Outlets

Paging & Intercom

- Two-Way Systems
- Nurse Call
- Panic Buttons
- Delivery Paging
- Multi-Tenant
- One-Way Intercom

Alarm Testers

- Smoke Alarm Testers
- Canisters
- Multi-Meters
- Vape Detectors

Shop All Fire Alarm Products »

Industrial Products

High Temp Cable
194°F - 1832°F
- Silicone Rubber
- SRML
- SFZ/SFFZ
- SRGK
- TGGT
- MGT

Tray Cable
- PLTC
- VNTC
- XHHW-TC
- XLP/CPE
- EPR/CPE
- VFD Cable
- Generator Cable
- PV Cable

Portable Power
300v - 600v
- SJOOW
- SOOW
- SO Control
- Type W/Type G & GGC
- Welding Cable
- DLO

Instrumentation Cable
300v/600v (Pairs & Triads)
- THHN/PVC
- XLP/PVC
- EPR/CPE & XLP/CPE
- LSZH
- Thermocouple
- IMSA/Signal Cable

Armored Cable
600v/5kv/15kv
- Continuous Corrigated
- Aluminum Interlocked
- Teck90 Cable
- CSA-HL/MC-HL
- AC, MC, BX
- Greenfield

Medium Voltage
2kv - 35kv
- 2.4kv MV-90
- 5/8kv MV-105
- 15kv MV-105
- 25kv MV-105 100/133%
- 35kv MV-105 100/133%
- 15kv-35kv URD Full and Reduced Neutral
- Copper and Aluminum

Shop All Industrial Products »

Security Products

Bulk Security Cable

- Control Cable
- Fire Alarm Cable
- Power Cable
- Access Control Cable
- Smart Home Cable

Surveillance

- Cameras
- Monitors & Testers
- Recorders
- PTZ Cameras
- AI Systems
- Controllers
- Baluns & Converters

Sirens & Speakers

- Exterior Horns
- Piezo Sirens
- Enclosed Speakers
- Wall Mount Speakers
- Interior Horns/Speakers
- Exterior Speakers

Environmental

- Smoke & Vape Detectors
- Flood Sensors
- Glass Break Sensors
- Motion Detectors
- Temperature Sensors

Strobe Lights

- Entry & Exit Signs
- Strobe Kits
- Light Covers
- Strobe Accessories

Panels & Accessories

- Enclosures & Panels
- Power Adapters
- Transformers
- Conversion Modules
- Distribution Kits

Facility Hardware

- Crash Bars
- Door Holders & Strikes
- Entry/Exit Buttons
- Magnetic Locks
- Panic & Emergency
- Accessories

Timers & Modules

- Relay Modules
- Wireless Sensors
- Board Accessories
- Alarm Comms
- Timers

Access Control

- Biometric & Specialty Equipment
- Keypads & Readers
- Padlocks & Controllers
- High-Security Access
- Prox Cards & Credentials
- Contacts & Relays

Shop All Security Products »

Tools & Testers

Labelers & Printers

- Desktop Labelers
- Handheld Labelers
- Industrial Printers
- Mobile Printers
- Wireless & Bluetooth Labelers

Pulling & Install

- Pull Rods & Sticks
- Retrieval Tools
- Magnets
- Locator Kits
- Labor Saving Tools
- Drill Bits & Accessories

Hand Tools

- Shears & Cutters
- Knives & Strippers
- Levelling Tools
- Measuring Equipment
- Screwdrivers
- Wrenches & Pliers
- Drill Bits & Blades

Network Certifiers

- Copper Certifiers
- Fiber Certifiers
- Combo Certifiers
- Verifiers & Testers

Coax & Phone Tools

- Butt Sets
- Mappers & Testers
- Phone Line Testers
- Tracer Kits
- VDV Testers
- Crimpers

Network Testers

- Camera Testers
- Wi-Fi Analyzers
- Ethernet Troubleshooting
- POE Testers
- Tone & Probes
- Wireless Survey

Fiber Tools

- Inspections Scopes
- OTDR's & Certifiers
- Visual Fault Locators
- Power & Light Meters
- Fusion Splicers
- Strippers & Cleavers

Electrical Testers

- Clamp Meters
- Voltage Testers
- Digital Multimeters
- Installation Testers
- Power Quality Testers
- Temperature Gauges

Protection/Safety

- Eye Glasses/Goggles
- Gloves
- Headwear & Helmets
- Kneepads
- Vests & Belts
- Ear Plugs & Covers

Shop All Tools & Testers

08 Networking Products

Bulk Category Cable

- Cat3 & Phone Cable
- Cat5e
- Cat6/6a
- Shielded or Non-Shielded
- Plenum or Riser
- Outdoor Rated

POE Equipment

- POE Injectors
- POE Switches
- POE Splitters
- POE Extenders & Repeaters
- Outdoor Rated POE Products

Patch Cables

- Cat5e
- Cat6/6a
- Fiber
- Slim Type
- Shielded or Non-Shielded
- Booted/Non-Booted

Tools & Testers

- Crimpers & Strippers
- Hand Tools
- Certifiers
- Cable Testers
- Wi-Fi Testers
- Fiber Test Equipment
- Camera Testers

Fiber Accessories

- Media Converters
- SFP Modules
- Loopbacks
- Cassettes & Interconnects
- Fiber Adapters
- Enclosures & Trays

Wireless Equipment

- Routers & Extenders
- Access Points
- Mesh Kits
- Outdoor Equipment
- Wireless Adapters
- Switches

Faceplates & Jacks

- 1-12 Port Plates
- Cat5e Keystones
- Cat6/6a Keystones
- Shielded or Non-Shielded
- Entry Plates & Boxes

Racks & Accessories

- Routers & Extenders
- Access Points
- Mesh Kits
- Outdoor Equipment
- Wireless Adapters
- Switches

Cable Management

- J-Hooks & D-Rings
- Cable Raceway
- Magnetic Products
- Cable Ties & Tape
- Split Loom
- Finger Duct & Trays
- Velcro

Shop All Networking Products

Contact Info

For Questions or Orders Please Contact:

info@cableandconnections.com
888-WIRE-682
(888-947-3682)

BRANCH LOCATIONS

NORTH CAROLINA
Raleigh 919-710-8978
Winston-Salem 336-283-2083

NEW JERSEY
Northvale 201-285-2135

SOUTH CAROLINA
Charleston 843-410-2207
Greenville 864-438-2891
W. Columbia 803-936-0190

OHIO
Cleveland 216-250-9005
Dayton 937-329-9288

SALES OFFICES

FLORIDA
Bradenton 941-721-7111

GEORGIA
Savannah 803-936-0190

MARYLAND
Baltimore 410-999-1767

KENTUCKY
Louisville 502-856-7028

TEXAS
Dallas/DFW 972-630-0048
Austin 512-677-6441
Houston 713-832-5166

VIRGINIA
Richmond 804-915-0813

WISCONSIN
Racine 414-255-3307

CABLE & CONNECTIONS

CABLE & CONNECTIONS

VENDOR PARTNERS

BRANDS WE CARRY

- ADVANCED CABLE TIES
- ADVANCED DIGITAL CABLE
- AEM TEST INTERNATIONAL
- AFL GLOBAL/FUJIKURA
- ALLIED BOLT
- ALTRONIX
- ARLINGTON INDUSTRIES
- ATLAS SOUND
- AZCO
- BES PRODUCTS
- BOGEN COMMUNICATIONS
- BRON TAPES
- BROTHER
- CABLOFIL
- CADDY/NVENT
- CDVI AMERICAS
- CORNING
- DATACOMM ELECTRONICS
- DIVERSIFIED MATERIALS
- D-LINE
- DIGITAL WATCHDOG
- ECLIPSE TOOLS
- ELK PRODUCTS
- EPSON LABELWORKS
- EXFO AMERICA
- FIBERFOX AMERICA
- FLUKE INDUSTRIAL
- FLUKE NETWORKS
- GARVIN/SOUTHWIRE
- GENERAL CABLE
- GEORGE RISK INDUSTRIES (GRI)
- GREAT LAKES CABINETS
- GREENLEE/TEMPO
- GREENLITE
- GROMMES PRECISION
- HAMMOND
- HELLERMANN TYTON
- HUBBELL PREMISE
- IBOCO
- ICC
- ICO RALLY
- INTELLINET
- INVID TECH
- JONARD TOOLS
- KENDALL HOWARD
- KLEIN TOOLS
- KNIPEX
- LOWELL MANUFACTURING
- LYNN ELECTRONICS
- MAGDADDY
- MAGNEPULL
- MANHATTAN PRODUCTS
- MAXCELL
- MILESIGHT
- MINUTEMAN POWER
- MULTILINK FIBER
- NETALLY
- NETGEAR
- NEUTRIK
- NSI INDUSTRIES
- OPTICAL CABLE CORP
- OPTIX AMERICA
- OREGON THREAD-IT
- ORTRONICS
- OPTICAL WAVELENGTH LAB
- PHILMORE
- PLATINUM TOOLS
- PPC BROADBAND
- PROTERIAL CABLE
- QUEST MANUFACTURING
- RACK BASICS/HAMMOND
- RACK-A-TIERS
- RAPCO HORIZON
- SECO-LARM
- SERA4
- SHURTAPE
- SIGNAMAX
- SIMPLY45
- SOFTING INC.
- SOUTHWIRE
- STI FIRESTOP
- SPECO TECH
- STEREN ELECTRONICS
- STRUCTURED CABLING
- SUMITOMO ELECTRIC
- SWITCHCRAFT
- TECHFLEX
- TECHLOGIX
- THE LIGHT CONNECTION
- TINIFIBER
- TP-LINK
- TRENDNET
- TREND NETWORKS
- TRIPP-LITE
- UBIQUITI
- UCL SWIFT AMERICA
- UNIVERSAL POWER (UPG)
- UNIVIEW
- VANCO
- VELCRO BRAND
- VERICOM
- VERTICAL CABLE
- VETO PRO PAC
- VIAVI
- WAVENET
- WBT TRAY/NVENT
- WINNIE INDUSTRIES
- WORLD CORD SETS
- XTREME POWER
- ZKTECO USA

FIND ALL OF OUR LOCATIONS ONLINE:
WWW.CABLEANDCONNECTIONS.COM

888-WIRE-682 (947-3682)
INFO@CABLEANDCONNECTIONS.COM

CABLE & CONNECTIONS

NETWORKING PRODUCTS

INDUSTRY LINE CARD

BULK CATEGORY CABLE

- CAT3 & PHONE CABLE
- CAT5E
- CAT6/6A
- SHIELDED OR NON-SHIELDED
- PLENUM OR RISER
- OUTDOOR RATED

FACEPLATES & JACKS

- 1-12 PORT PLATES
- CAT5E KEYSTONES
- CAT6/6A KEYSTONES
- SHIELDED OR NON-SHIELDED
- ENTRY PLATES & BOXES

TOOLS & TESTERS

- CRIMPERS & STRIPPERS
- HAND TOOLS
- CERTIFIERS
- CABLE TESTERS
- WI-FI TESTERS
- FIBER TEST EQUIPMENT
- CAMERA TESTERS

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OVER 10,000 PRODUCTS!

PATCH CABLES

- CAT5E
- CAT6/6A
- FIBER
- SLIM TYPE
- SHIELDED OR NON-SHIELDED
- BOOTED/NON-BOOTED

CABLE MANAGEMENT

- J-HOOKS & D-RINGS
- CABLE RACEWAY
- MAGNETIC PRODUCTS
- CABLE TIES & TAPE
- SPLIT LOOM
- FINGER DUCT & TRAYS
- VELCRO

WIRELESS EQUIPMENT

- ROUTERS & EXTENDERS
- ACCESS POINTS
- MESH KITS
- OUTDOOR EQUIPMENT
- WIRELESS ADAPTERS
- SWITCHES

Scan Me!

FIBER ACCESSORIES

- MEDIA CONVERTERS
- SFP MODULES
- LOOPBACKS
- CASSETTES & INTERCONNECTS
- FIBER ADAPTERS
- ENCLOSURES & TRAYS

POE EQUIPMENT

- POE INJECTORS
- POE SWITCHES
- POE SPLITTERS
- POE EXTENDERS & REPEATERS
- OUTDOOR RATED POE PRODUCTS

RACKS & ACCESSORIES

- MOUNTING EQUIPMENT
- WALL MOUNT RACKS
- ENCLOSED CABINETS
- FLOOR RACKS
- 2 & 4 POST RACKS
- RACK SHELVES
- RACK MANAGEMENT

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INFO@CABLEANDCONNECTIONS.COM

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

TABLE OF CONTENTS

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' 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:

		Points
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	20
		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. <u>PRECENDENCE OF TERMS</u>: 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 #

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:________________________________	By:________________________________
(Signature)	(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 2
James Madison University (Harrisonburg)

Zone 3
University of Virginia (Charlottesville)

Zone 4
University of Mary Washington (Fredericksburg)

Zone 5
Christopher Newport University (Newport News)
College of William and Mary (Williamsburg)
Norfolk State University (Norfolk)
Old Dominion University (Norfolk)

Zone 6
Virginia Commonwealth University (Richmond)
Virginia State University (Petersburg)

Zone 7
Longwood University (Farmville)

Zone 8
Virginia Military Institute (Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)

Zone 9
University of Virginia - Wise (Wise)

KBF-1239 Attachment E

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

James Madison University - SWaM Subcontracting Expenses - Goods & Services Projects

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)

Certfication Types	
MB	Minority-Owned Business
WB	Women-Owned Business
O	Micro Business
SDV	Service Disabled Veteran
SB	Small Business
ESO	Employment Service Organization
8(a)	8(A)
EDWOSB	Economically Disadvantaged Woman Owned Small Business
FSDV	Federal Service Disabled Veteran
DBE	Disadvantaged Business Enterprise
ACDBE	Airport Concession Disadvantaged Business Enterprise

Name of Subcontractor	First / Second Tier	Subcontractor's Fed. Tax ID #	SBSD Certification Number	Certification Expiration Date	Certification Type(s)	Current Project Payments
Rockingham Steel (Sample)	1	11-2222222	654361	7/11/2009	SB	$
Harrisonburg Industrial (Sample)	2	22-3333333	612345	6/11/2010	MB	$
Linville Erectors (Sample)	2	33-4444444	789101	10/11/2009	WB	$

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,

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 PROCUREMENT SERVICES
540.568.3145 Phone
540.568.7935 Fax

JAMES MADISON UNIVERSITY

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,

Katie Forsyth

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

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