JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7534

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

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

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

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

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal RFP KBF-1253 dated March 27, 2026
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) Addendum No. One – April 23, 2026
- (e) Addendum No. Two – April 29, 2026

(3) The Contractor's Proposal dated April 27, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary, dated July 2, 2026
  - i. Negotiation Summary Attachment A *Discount-Off Manufacturer(s) Catalog Method*

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

CONTRACTOR:	PURCHASING AGENCY:
By: Peter McGuinness (Signature)	By: Katie Forsyth (Signature)
Peter McGuinness (Printed Name)	Katie Forsyth (Printed Name)
Title: Regional Vice President	Title: Buyer Senior

1. Parties agree that items within this Negotiation Summary modify RFP# KBF-1253 and the Contractor's response to RFP# KBF-1253 and that this Negotiation Summary takes precedence in conflict.
2. All vendors on contract may be asked to submit quotes for future projects, but a contract does not guarantee any purchases will be made.
3. Contractor shall provide the percentage off manufacturer list price in accordance with **Negotiation Summary Attachment A**, *Discount-Off Manufacturer(s) Catalog Method*
   a. Contractor shall provide free ground shipping on standard orders.
   b. Contractor shall waive restocking and return shipping fees on a case-by-case basis.
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.

i. All purchase orders will be emailed to Contractor ordering email aseal@onec1.com

6. The following changes are mutually agreed to as exceptions and clarifications of terms and conditions of RFP# KBF-1253:

a. Section VII. General Terms and Conditions:

i. 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. This remedy shall be in addition to any other remedies which the Commonwealth may have.

ii. 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. Commonwealth of Virginia will use its best efforts to not place an order with Contractor unless funds are available for that specific order.

iii. 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.

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.

b. Section VIII. Special Terms and Conditions:

   i. 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. Upon cancellation, James Madison University will be responsible for payment of products ordered and services delivered prior to cancellation.

   ii. N. INDEMNIFICATION: Contractor, at its expense, agrees to defend, indemnify, and hold harmless the Commonwealth of Virgina Agency and its affiliates and subsidiaries and their officers, agents, and employees (individually and collectively, an "Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of (i) bodily injury (including death) or property damage proximately caused by Contractor, and/or (ii) the negligent acts or omissions of Contractor in the course of performing Contractor's obligations under this contract. This obligation is conditioned on an Indemnified Party promptly notifying Contractor of any such suit, claim, action, or proceeding. Agency acknowledges that Contractor shall have the right to control the defense and all negotiations for its settlement or compromise; provided, however, that Contractor shall not enter into any settlement that binds an Indemnified Party in any way without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

iii. 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.

iv. R. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES: Contractor aka Seller represents and warrants that, immediately prior to the sale of Products to Commonwealth of Virginia aka Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.

(a)Product Warranties. Products are warranted to Customer either directly by the original equipment manufacturer (“OEM”) or by Seller.

1)Direct OEM Warranty. Customer receives the OEM’s warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer’s sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2)Indirect OEM Warranty. If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer’s sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

(b)Professional Services Warranty. Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c)Warranty Procedures and Disclaimers. The terms and provisions of this Section apply to all Products and Replacement Products provided hereunder.

1)If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

2)THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF FOR SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3)If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d)Software Licenses. Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) applicable to the Products provided hereunder. Such software licenses may be found on the Internet at https://www.onec1.com/agreements. Seller Software licenses, as identified in the pertinent Order, may be found in the Order.

PROFESSIONAL SERVICES.
(a)GENERALLY. Professional Services not specifically itemized are not provided, and unless otherwise specified on the applicable Order, all Professional Services shall be provided by Seller to Customer remotely.

(b)ON-SITE SERVICES.
1)Unless otherwise specified on the applicable Order, the provision of any Services at Customer's location(s) shall be considered out of scope and subject to additional charges.

2)In the event Customer requests that Seller provide any such Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources, and subject to any applicable minimum charges).

(c)BACK-UPS. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF PRODUCTS AND TIMING.

7. The following additions to Section VIII. Special Terms and Conditions are hereby incorporated:

   a. U. LIMITATION OF LIABILITY: THE ENTIRE LIABILITY OF CONTRACTOR aka SELLER (AND SELLER'S OWNERS, OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED HEREIN; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For the avoidance of doubt, no limitation of liability shall apply to events of physical property damage or personal injury.

   b. V. TITLE; RISK OF LOSS: Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

8. Contractor agrees that all exceptions taken within their initial response to RFP# KBF-1253 that are not specifically addressed within this negotiation summary are null and void.
   a. For the avoidance of doubt, Contractor's Master Sales Agreement submitted with proposal response is intentionally omitted from this contract at this time.

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

Negotiation Summary Attachment A

Discount-Off Manufacturer(s) Catalog Method					
This goods/items pricing proposes a minimum discount off Manufacturer(s) catalog pricing. All proposed discounts are based on a minimum discount off manufacturer (s) MSRP (List price) from 0% to 100% as appropriate. Vendor's minimum, or better discount(s) will always be applied using "Catalog Pricing" provided herein.					
Manufacturer Name	**Product Category**	**Description**	**Units description - (each, dozen, hour, day, etc)**	**MSRP or Catalog Pricing**	**Minimum % Discount**
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Vendor may insert additional cells as needed.					
AudioCodes	Products	X	**Each**	**MSRP**	**22.00%**
AudioCodes	Support	X	**Each**	**MSRP**	**5.00%**
Avaya	Hardware	X	**Each**	**MSRP**	**49.00%**
Avaya	Software	X	**Each**	**MSRP**	**30.00%**
Avaya	Support	X	**Each**	**MSRP**	**22.00%**
Avaya	Subscription	X	**Each**	**MSRP**	**15.00%**
Barracuda	Products	X	**Each**	**MSRP**	**10.00%**
Barracuda	Support	X	**Each**	**MSRP**	**10.00%**
Calabrio	Products	X	**Each**	**MSRP**	**15.00%**
Calabrio	Support	X	**Each**	**MSRP**	**8.00%**
Calabrio	Pro Services	X	**Each**	**MSRP**	**4.00%**
Cisco	Products	X	**Each**	**MSRP**	**30.00%**
Cisco	Support	X	**Each**	**MSRP**	**10.00%**
Cisco	Subscription	X	**Each**	**MSRP**	**10.00%**
Ekahau	Products	X	**Each**	**MSRP**	**0.00%**
Ekahau	Subscription Support - 1 Year	X	**Each**	**MSRP**	**4.00%**
Ekahau	Subscription Support - 3 Year	X	**Each**	**MSRP**	**2.00%**
Extreme Networks	Products	X	**Each**	**MSRP**	**45.00%**
Extreme Networks	Support	X	**Each**	**MSRP**	**10.00%**
Extreme Networks	Subscription	X	**Each**	**MSRP**	**10.00%**
Five9	Products	X	**Each**	**MSRP**	**10.00%**
Five9	Support	X	**Each**	**MSRP**	**10.00%**
Five9	Subscription	X	**Each**	**MSRP**	**10.00%**
Genesys	Products	X	**Each**	**MSRP**	**10.00%**
Genesys	Support	X	**Each**	**MSRP**	**10.00%**
Genesys	Subscription	X	**Each**	**MSRP**	**10.00%**
HPE / Aruba	Products	X	**Each**	**MSRP**	**30.00%**
HPE / Aruba	Support	X	**Each**	**MSRP**	**10.00%**
HPE / Aruba	Subscription	X	**Each**	**MSRP**	**10.00%**
HP/Poly	HP Poly CCX Open SIP Series	X	**Each**	**MSRP**	**40.00%**
HP/Poly	HP Poly Obi Accessories	X	**Each**	**MSRP**	**16.00%**
Juniper Networks	Products	X	**Each**	**MSRP**	**45.00%**
Juniper Networks	Support	X	**Each**	**MSRP**	**10.00%**
Juniper Networks	Subscription	X	**Each**	**MSRP**	**10.00%**
NICE	Products	X	**Each**	**MSRP**	**10.00%**
NICE	Support	X	**Each**	**MSRP**	**10.00%**
NICE	Subscription	X	**Each**	**MSRP**	**10.00%**
OpenText	OpenText Product Line (AppWorks, Business Process Management, Customer Experience Mngmt, Ecosystem Products, Enterprise Content Managmt, Captiva, Documentum & Qfiniti	X	**Each**	**MSRP**	**26.00%**
OpenText	**OpenText Product Line (CEM-Exstream)**				
OpenText	Product Software	X	**Each**	**MSRP**	**35.00%**
OpenText	Development Software	X	**Each**	**MSRP**	**65.00%**
OpenText	Communications Designer Software	X	**Each**	**MSRP**	**26.45%**

OpenText	**OpenText Product Line (Guidance)**				
OpenText	Perpetual Software Licenses	X	Each	MSRP	20.00%
OpenText	Term Software Licenses	X	Each	MSRP	20.00%
OpenText	**OpenText Related Services**				
	Enterprise Content Management				
OpenText	SAAS License/ OpenText Core (Core Business Tier and Core Enterprise Tier)	x	Each	MSRP	26.45%
OpenText	XM Professional Services (Voice-Fixed Fee)	x	Each	MSRP	5.00%
OpenText	OpenText Guidance Product Line *Implementation Services	x	Each	MSRP	6.50%
OpenText	OpenText Guidance Product Line *Training	x	Each	MSRP	10.00%
OpenText	Enterprise Content Management/ Perpetual Prime Protect Maintenance Annual Renewal	x	Each	MSRP	5.00%
OpenText	**Technical Services**				
OpenText	Program/Engagement Manager	x	Each	MSRP	5.00%
OpenText	Solution/System Architect	x	Each	MSRP	5.00%
OpenText	Sr.Technical Specialist	x	Each	MSRP	5.00%
OpenText	Business Analyst	x	Each	MSRP	5.00%
OpenText	Project Manager	x	Each	MSRP	5.00%
Palo Alto	Products	X	Each	MSRP	10.00%
Palo Alto	Support	X	Each	MSRP	5.00%
Palo Alto	Subscription	X	Each	MSRP	5.00%
Red Sky Technologies, Inc.	Product	X	Each	MSRP	12.00%
Red Sky Technologies, Inc.	Subscription	X	Each	MSRP	8.00%
Verkada	Discount Class A - Hardware	X	Each	MSRP	15.00%
Verkada	Discount Class B - Software	X	Each	MSRP	15.00%
Verkada	Discount Class C- (Non-Verkada 3rd Party)	X	Each	MSRP	0.00%
Verkada	Discount Class D - Support Services	X	Each	MSRP	2.00%
Yealink	Yealink IP Phones	X	Each	MSRP	20.00%
Yealink	Yealink Headsets	X	Each	MSRP	30.00%
Yealink	Yealink Accessories	X	Each	MSRP	15.00%
Zoom	Products	X	Each	MSRP	10.00%
Zoom	Support	X	Each	MSRP	10.00%
Zoom	Subscription	X	Each	MSRP	10.00%

A C1 solution for

James Madison University

Telecommunications Equipment and Supplies

Request for Proposal Number KBF-1253

OneC1.com

Presented By:

Anthony Seal

Client Executive
804-930-7016
aseal@OneC1.com

5/6/2026

C1
10900 Nesbitt Avenue South
Bloomington, MN 55987
1.866.768.7978

Letter of Transmittal

May 6, 2026
2:00 PM (ET)

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

Dear Katie:

Thank you for the opportunity to participate in the James Madison University Request for Proposal Number KBF-1253 for Telecommunications Equipment and Supplies.

We understand that James Madison University is ready to invest in infrastructure to enable your staff to work more effectively while working with your constituents.

In the attached response to your Request, we have attempted to address all the questions as succinctly and factually as possible. As you are reviewing this response, please do not hesitate to let me know if you have any questions or clarifications regarding our answers.

C1 is a proven, services led, solution provider that utilizes our intellectual property and unique methodologies to create value for our customers, and together, we develop progressive solutions that connect people with purpose. Our solutions and services portfolio make us uniquely qualified to meet the University's requirements.

Our portfolio includes:

Solutions – tailored to education needs:

- Customer Experience (student/parent/staff engagement platforms)
- Cybersecurity (firewalls, filtering, and secure access)
- Data Center & Cloud (scalable storage, backup, disaster recovery)
- Enterprise Networking & Unified Communications (Wi-Fi, VoIP, and collaboration tools)
- Services – designed to reduce costs and improve uptime:

C1
10900 Nesbitt Avenue South
Bloomington, MN 55987
1.866.768.7978

- Cloud Services (hybrid and private cloud with compliance safeguards)
- Maintenance & Monitoring
- Managed Services (24/7 help desk, remote monitoring, performance optimization)
- Professional Services (design, deployment, and program management)

ConvergeOne, Inc. (“C1”) is committed to providing best-in-class design, implementation and day two support services with our industry leading, certified teams. With our local presence, our teams are readily available to service the James Madison University with our local resources.

C1 maintains a dedicated education practice with resources focused on higher education institutions. As you evaluate our response, please know that C1 prides ourselves on our client satisfaction and building a long-term partnership with our clients.

C1 also acknowledges receipt of Addendum #1 and Addendum #2 and have included an initialed proposal signature page in this response.

Thank you again for this opportunity. Please do not hesitate to reach out directly to Anthony Seal at aseal@onec1.com or at 804-930-7016.

Thank you,

Peter McGuinness

Peter McGuinness
Regional Vice President

Table of Contents

C1 – Executive Overview

C1 Overview

In today's highly competitive business environment, choosing and implementing a communications system represents a huge investment for any organization, large or small. Given what's at stake, you need a resource you can trust.

C1 is a proven, service led, cloud solution provider that utilizes intellectual property and unique methodologies to create value for our customers to develop progressive solutions that connect people with purpose: C1 has partnerships with more than 300 global industry leaders, including Avaya, Cisco, Dell Technologies, Genesys, IBM, Microsoft and VMware to customize specific business outcomes. We deliver solutions with a full lifecycle approach including strategy, design and implementation with professional, managed and support services. C1 holds more than 5,600 technical certifications across hundreds of engineers throughout North America, including three Customer Success Centers.

C1 is your single source for sales, design, implementation, project management, and ongoing support. We offer a complete range of services including:

- Design and Implementation
- Professional Services
- After-Market Offerings (MAC, Block of Hours, System Administration)
- Authorized/Certified Training (C1 Center of Excellence for Learning and Development)
- Contact Center Services
- Parts Repair/Refurbished Equipment (with one-year warranty) and Trade-In/Buy Back programs
- Authorized C1 Maintenance + Managed Services
- C1 also offers unique qualifications including:
- A national presence, with headquarters in Bloomington, MN, four regional offices and 56+ sales offices
- Credentialed design and implementation specialist with experience in convergence, messaging, data networking, and contact centers
- A Pre-configuration, staging, and testing of all solutions in the C1 Performance Readiness Center® prior to shipping and installation
- Direct access to manufacturer resources, allowing us access to expert resources to save valuable time in issue resolution
- 175+ years of VoIP engineering experience.
- State-of-the art in-house refurbishment and repair services

- Minimum $10 million of new and refurbished equipment warehoused on site

Expertise

- **32+ years of experience** delivering solutions for schools and libraries nationwide
- **6,000+ customers served**, including hundreds of K-12 districts, higher education institutions, and public libraries
- **Certified engineering team** with 5,600+ active technical certifications ensuring compliance, reliability, and cost-effectiveness

Differentiators

- **Vendor-agnostic approach** – partnerships with 300+ global technology leaders (Cisco, Dell, Extreme Networks, Microsoft, VMware, Avaya, Juniper, etc.)
- **Performance Readiness Center®** – staging, configuring, and testing equipment before deployment to reduce classroom disruption
- **Customer Success Centers** – three U.S.-based NOCs providing 24/7 multivendor support, monitoring, and escalation services
- **Center of Excellence for Learning & Development** – training for University IT staff with on-site, web, and instructor-led options
- **Full lifecycle delivery model** – strategy, design, implementation, professional services, managed services, and support

Past Performance / Impact

- Supported **organizations** in leveraging funding to expand digital equity and improve classroom connectivity
- Connected **thousands of classrooms** to secure, high-speed internet access
- Long-standing relationships with **public-sector organizations** demonstrate reliability, scalability, and compliance expertise

C1 History

C1 has experienced significant growth over the years through various acquisitions and expansions, enhancing its capabilities in collaboration and digital infrastructure solutions.

- **Global Innovation Center Launch:** In November 2023, C1 opened its Global Innovation and Capability Center in Hyderabad, marking a significant step in its growth strategy.
- **Strategic Acquisitions:** C1 expanded its presence and service offerings through acquisitions such as Integration Partners in December 2021 and Prime TSR, enhancing its cloud solutions capabilities.

- **Strengthening Cloud Services:** The acquisition of WrightCore in November 2021 and NuAge Experts in June 2021 bolstered C1's cloud modernization and Salesforce service capabilities, respectively.
- **Comprehensive Growth Strategy:** Over the years, C1 has integrated multiple acquisitions to create a unified company, enhancing its service delivery across various sectors including education, government, and healthcare.

Our Resources

2,200+ employees across the U.S. – supporting K-12 schools, higher education institutions and libraries nationwide with local expertise and national scale.

Strategic partnerships with leading manufacturers – delivering best-of-breed hardware, software, and applications tailored for education.

Three state-of-the-art Network Operations Centers – providing 24/7 multivendor support, network monitoring, and basic maintenance services.

Performance Readiness Center® – pre-configuring, staging, and testing all switches, access points, firewalls, and cabling solutions to ensure fast, disruption-free deployment in classrooms and libraries.

One trusted source – for systems integration, data networking, Wi-Fi design, IT consulting, program management, and ongoing managed services.

Alliance Program – extending expertise and solutions through strong vendor partnerships, ensuring compliance, cost efficiency, and future-ready technology for learning environments.

Our Portfolio

Intellectual Property (IP): C1Conversations and OnGuard – purpose-built solutions that span diverse school and library environments, streamlining network and communications technologies. These tools make existing E-rate–funded investments more efficient, ensuring districts and libraries maximize long-term value.

Solutions – tailored to education needs:

- **Customer Experience** (student/parent/staff engagement platforms)
- **Cybersecurity** (firewalls, filtering, and secure access)
- **Data Center & Cloud** (scalable storage, backup, disaster recovery)
- **Enterprise Networking & Unified Communications** (Wi-Fi, VoIP, and collaboration tools)

Services – designed to reduce costs and improve uptime:

- **Cloud Services** (hybrid and private cloud with compliance safeguards)
- **Maintenance & Monitoring** basic maintenance services)
- **Managed Services** (24/7 help desk, remote monitoring, performance optimization)
- **Professional Services** (design, deployment, and program management)

Center of Excellence – offering extensive technical and administrative training with multiple delivery options (web-based, instructor-led, or on-site). These resources empower school and library IT staff to fully leverage investments.

Modernizing technology to motivate young learners.

Data Transmission Services:

These cover broadband connectivity and basic conduit access to the internet. They cannot include charges for content, end-user devices, or equipment purchases beyond basic internet access.

Internet Access:

This includes Wi-Fi on school buses, leased lit fiber, leased dark fiber, and self-provisioned broadband networks. .

Internal Connections:

Eligible products include access points, routers, switches, hubs, and wiring. These products must be necessary to transport information to classrooms or publicly accessible areas of a library.

MIBS:

Managed Internal Broadband Services (MIBS): Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections components (e.g., managed Wi-Fi).

Bus Wi-Fi

Safe and reliable connectivity to maximize learning opportunities for students as they travel to and from school.

Learn More

Security

Keeping students' and staff personal information is vital for ensuring a safe learning and teaching environment. As more teachers and students utilize technology, data privacy, security and learning loss prevention become more important.

Firewalls

Monitor, filter, and control network traffic to avoid cyber-attacks. Trust our next generation firewalls with application-level inspection to better defend your network from malware.

Learn More

Networking and Connectivity

Our advanced networking and connectivity solutions help enable a robust infrastructure for learning, that prepares students to compete in the digital world.

Enterprise Networking

Our advanced networking and connectivity solutions help enable a robust infrastructure for learning, that prepares students to compete in the digital world.

Mobility - Wireless Networking

Networking solutions for schools that enable Wi-Fi on school property play a crucial role in digital learning and advancing student engagement.

Network Routers and Switches

Routers and switches play a critical role for Internet connectivity, internal networking, Wi-Fi access points and bandwidth management. In the era of remote learning, routers are the essential enabler that fills the connectivity gap.

Structured Cabling

Your low voltage cabling systems provide the foundation through which digital technology flows within your building.

UPS

UPS and battery backup systems play a key role in data centers, ensuring long-term functionality by bridging power cuts, providing power stability, preventing data loss, and maintaining business continuity.

Our Partners

Strategic technology partners include Avaya, Cisco, Dell Technologies, Extreme Networks, Genesys, Juniper, IBM, Microsoft, VMware and many more.

At C1, our goal is to earn your trust as an advisor – someone you count on to deliver the very best solution based on a thorough understanding of your business and the ways in which the right technology can help you achieve your goals.

C1 Fact Sheet

LEGAL ENTITY NAME:	ConvergeOne, Inc.
LEGAL STRUCTURE:	A Minnesota Corporation
DATE FOUNDED:	C1, Inc. was established on October 25, 1993. The company was formerly known as North American Communications Resource,

	Inc., reflecting its origins and evolution in the communications and technology sector. Name Change in 2016.
CORPORATE STATUS:	C Corporation
HEADQUARTERS:	10900 Nesbitt Avenue South, Bloomington, MN 55437
WEBSITE:	www.OneC1.com
MAIN PHONE:	651.994.6800 or 1.888.321.6227
MAIN FAX:	651.994.6801
GENERAL DESCRIPTION:	C1 is a **proven**, services led, cloud solution provider that utilizes our intellectual property and unique methodologies to create value for our customers, and together, we develop **progressive** solutions that connect people with **purpose**. Headquartered in Bloomington, MN, C1 is one of the largest Value-Added Solutions Providers (VASPs) in the United States employing more than 2,200 team members.
NUMBER OF EMPLOYEES:	2,200+
CORPORATE OFFICERS:	Jeffrey Russell, Chief Executive Officer Cem Tanyel, Chief Operating Officer Elliot Olschwang, Chief Services Officer
FEDERAL ID /FEIN:	[redacted]
DUNS:	[redacted]
NAICS CODES:	C1's NAICS Classifications: 5173, 5179 and 5182
E-VERIFY ID:	558037

C1 Services

C1 is here to support your communications solution from end to end. We offer comprehensive services, with the team, expertise, technology, and tools in place to deliver everything from solution planning, design, and implementation to maintenance, managed services, consultation, and training.

C1 provides a single point of contact to help you with any questions, problems, or technology needs – before, during, and after implementation. Our in-house team of C1 technicians can be deployed to customer sites across the U.S. Using a dedicated team allows C1 to provide our customers with consistent, high-quality result and a pleasant, customer-focused experience.

Professional Services

C1 is a recognized leader in implementing and optimizing information technology solutions customized to meet each client's specific needs. We have a deep understanding of technology, the cultural and process challenges, the business implications, and what it takes to create sustainable change in the enterprise.

C1's employs a range of game-changing technology partners to deliver the most advanced solutions available, tailored to the unique needs of our clients. With a proven track record of results, C1 helps clients exploit technology and innovation to generate new value, unlock new opportunities, drive new growth, and deliver new efficiencies.

Advisory Services

Before embarking on a business or technology change program, it is essential for our clients to have a clear understanding of the starting point and the direction they need to travel. Developing strategies to unify business and technology architectures requires industry-specific guidance and knowledge.

C1's advisory approach assists our clients in gaining clarity and focusing on producing outcome-based results, aligning technology performance to the new demands of the business. We have deep technology and vertical industry expertise and a portfolio of industry specific offerings to support clients from strategy through execution. Our highly experienced consultants are supported by proprietary tools, architectures, proven methodologies and roadmaps developed helping thousands of clients improve efficiencies and maximize business value.

Program Management

C1's governance model was established to create an open communication between C1 and its customers in order to build strong relationships between the partners, provide a forum to discuss and address the customer's evolving business requirements and identify changes necessary to accommodate those requirements, and for raising issues that require cooperation between the parties for quick resolution.

The Program Management Office (PGMO) provides professional services that lead mission-critical initiatives through integrated planning and delivery, up and down technology towers and across the enterprise. Our focused professionals leverage their experience, technical expertise, and proven methodologies to deliver our customers' desired program benefits. Program Management establishes a framework of strategies and priorities to deliver business goals and organizational objectives.

Information Technology Lifecycle Services (ITLS)

ITLS is a complete cradle-to-grave suite of services designed to seamlessly procure, configure, manage, deploy, and support end-user devices in enterprises and the public sector.

The C1 ITLS team has extensive experience in device build bundling. ITLS serviced over 100,000 Chromebooks last year. Each deployment was asset tagged, packed and delivered to individual locations. Often projects consisted of 20 or more sites for a customer. Further, ITLS supported Network refreshes in which switches and routers were purchased on a large scale and delivered to our depot. We then unboxed, powered on, configured with a template, asset tagged, labeled and prepared ship sets for each IDF and MDF for delivery. Each system was labeled, and the onsite team was able to take the switch labeled for each rack, unpack it, rack/stack, cable and turn-on. ITLS has access to C1 developed provisioning tools which track, configure and report on multi-site switch, AP and device installations.

Managed Services

As companies are reinventing their businesses to adapt to a new landscape by innovating their business model, elevating their customer experience, and finding new ways to leverage data and technology, having the expertise of a Managed Services provider have never been more important. C1 offers a comprehensive range of Managed Services to proactively monitor, manage and optimize the critical technologies that run our client's business - spanning cloud, communications, collaboration, security, data center and networking.

Managed Services are based on a rigorous ITIL-based framework, an integrated ITSM tool suite, and intelligent automation that provides greater visibility and intelligence to improve productivity, gain predictability and mitigate operating risks. Managed Services are delivered at scale, by over 700 professionals from our US-based Customer Success Centers, which are SOC2, HIPPA, ITIL, TISAX, PCI DSS compliant, and GDPR ready.

C1 Support

C1 understands that all our customers require solid service delivery and uncompromising attention to support, and we have built our business on those concepts. That level of service and commitment is not just necessary – it is essential to the continued success of the University.

At C1, our people are totally committed to a culture of excellence and constantly look for ways to better partner with our customers to meet their needs and reduce their costs. We believe that with our proactive monitoring and maintenance, combined with our technical expertise, we can partner with the University to increase communications and operational efficiencies across the business.

C1 is unique in the market by offering three fully staffed, state-of-the-art Network Operations Centers (CSCs) that provide multivendor support and offer 24x7x365 coverage for C1 maintenance and managed services customers. Our staffing continues to grow and expand technically as our services business increases. We also constantly evaluate our staffing requirements to support other vendor products in an arena where many of our customers have multivendor environments.

C1 also continually invests in training, multivendor certifications, and development – enhancing our added value by expanding our knowledge base and our ability to support all the latest technologies.

C1 is one of the most highly certified business partners in the United States. Over 500 engineers in the CSCs are certified and cross-trained to support multivendor environments.

Project Resources

C1 maintains a full staff of certified technical staff and Project Managers in each of our disciplines and has deep experience with the proposed solution. The average C1 certificate holder has been an employee for over 10 years in their respective fields, working on the proposed solution and related systems.

C1 does not assign personnel to a project until after the contract award. That said, along with the account team, led by the Client Executive, and the Solutions Architect, the implementation team will be led by the Project Manager, who will act as the customer's Single Point of Contact (SPOC) and will engage other team members as they are needed in the process.

Upon receiving the contract award, we will select a dedicated engagement team of technical experts as well as a Project Manager experienced in deploying the proposed solution.

Post installation, warranty support will be provided by our Customer Success Center, which is staffed 7x24x365. Should the Department require the background and experience of the assembled team, it can be provided at a later date. The number of people in each role will be determined by needs.

C1 will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by C1, this individual will act as the client's single point of contact for all planning and issues related to solution delivery.

The C1 PM will work closely with the client to guide the implementation and work on a mutually agreed-upon schedule. C1 project management and software resources will deliver services remotely unless on-site arrangements are agreed upon by C1 and the client.

Project Management responsibilities include, but are not limited to, the following:

- Review the SOW with the client to ensure that roles, responsibilities, and resource requirements are clearly understood.
- Conduct internal (C1) and joint C1/Client meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Create a contact list.
- Schedule and manage required C1 resources and partners.
- Coordinate hardware ordering, staging, delivery, and inventory.
- Conduct regular project status meetings.
- Identify issues, create an issue/action log, and track the resolution of all issues.
- Manage escalations with C1 and C1 vendors/suppliers as required.
- Manage Change Requests and any associated billing with the client.

- Manage Project Closeout process, punch list, and client acceptance.

In addition to the training completed as part of any deployment program. ConvergeOne can resell authorized training courses to provide detailed technical training to administrative users and developers. Center of Excellence: Comprehensive technical and administrative training courses available via web, instructor-led, on-site, and other delivery methods.

C1 takes pride in its team of certified technicians and Project Managers, each bringing extensive expertise across various disciplines. With an average of over a decade of experience, our certified professionals specialize in the proposed solution and its associated systems, ensuring the highest level of proficiency. To ensure optimal alignment with project requirements, personnel are assigned after the contract award. Once assigned, a dedicated account team—led by the Client Executive, Solutions Architect, will collaborate to manage and oversee the project. The Project Manager will serve as the Single Point of Contact (SPOC) for the customer, leading the implementation team and incorporating additional specialists as needed throughout the process.

The implementation team is structured to include the following key roles:

- Project Manager – Responsible for overall project management from start to finish.
- Solution Consultant – Facilitates design sessions and ensures alignment with project goals.
- Solution Engineer – Handles configuration of solutions.
- Solution Developer – Manages integrations.
- Trainer – Provides customized, instructor-led training sessions tailored to client needs.

Upon project completion, C1's Customer Success Center will provide 24/7/365 support, including warranty services and continued assistance to ensure ongoing success. For additional information on team qualifications or organizational structure, C1 can provide further details upon request. Staffing for each role will be tailored to meet the specific needs of the project.

C1 Project Team Roles & Resource Requirements

Project Manager

- Overall management of the project and accomplishing the stated project objectives
- Developing and maintaining the project plan
- Coordinating and scheduling resources
- Conducting status meetings and providing status reports
- Managing and tracking project scope, schedule, changes, deliverables issues, decisions, risks, and action items

Solution Consultant

- Leading the Design phase of the project, conducting design meetings, gathering requirements, documenting the design, and consulting on best practices
- Go-Live and FDOB support.
- Test plan development and user acceptance testing support

Solution Engineer(s)

- Platform and application configuration and integration
- Technical knowledge transfer
- Unit testing and supporting user acceptance testing.
- Go-Live and FDOB support.

Solution Engineer(s) – Designated Quality Assurance Testing (QAT) Resources

- Performing QAT

Solution Developer(s)

- Documentation, development, and unit testing of any custom applications

Training + Education Specialist

- Training plan development
- Training material development
- Training session delivery
- WEM enablement workshop delivery

Customer Project Team Roles & Resource Requirements

C1 recommends the following key customer roles:

Business Sponsor

- Identify and provide needed resources and funding.
- Oversee the successful deployment and adoption of Genesys Cloud
- Articulate business vision
- Provide input to the deployment plan.
- Collaborate and agree on requirements.

Project Manager

- Create the internal project scope and timeline.
- Align and oversee the participation of all needed internal and third-party resources.
- Collaborate with C1 Project Manager

IT & Network Admin (Designated Support Contact)

- Ensure a robust network & environment. Understand and manage all third-party system and infrastructure interdependencies.
- Serve as the main point of contact.

Developer (if integrating via APIs)

Implementation Methodology

Project Management

Project Management Approach

C1 possesses extensive experience in the type of project proposed for the University. We stand out in the Business Partners market due to our substantial investment in Project Managers and Engineers on staff. For the University, a dedicated Project Manager will be assigned, participating from the initial kick-off call to project acceptance.

This Project Manager will guide the implementation team to ensure that key milestones and requested upgrade completion dates are achieved.

C1 will offer Project Management Services to assist the University in effectively managing the project and mitigating deployment risks. We have a strong history of successfully implementing multi-site solutions for a variety of large and complex projects.

Our project delivery methodology is validated by the loyalty of our repeat customers. C1 Project Managers employ a structured program management approach that emphasizes

Governance, Communication, and Risk Management. By identifying risks and their potential impact and likelihood, we can evaluate and relay the consequences to the project and delivery timelines during pre-scheduled stakeholder meetings (usually at the Steering level) to manage risks and devise the best mitigation or remediation strategies.

Our proven, repeatable methodology for discovery, design, and management ensures the successful delivery of solutions that fulfill customer needs and expectations, aiding in their business success. This project will adhere to the C1 Project Management's established engagement methodology, aligning all involved parties with shared goals and objectives.

The project management team prioritizes risk management and the resolution of issues to maintain project momentum. Through a phased approach with predetermined, consensus-based quality checkpoints, our processes guarantee that expectations are either met or surpassed. In collaboration with the client, we determine task ownership and accountability.

Our methodology is grounded in industry-standard best practices, such as ITIL and MOF. The desired outcome is a project completed within its original scope, with any variations thoroughly documented and justified. Given the vital role of communication in all program and project management, a key to success is clear and open communication with stakeholders at all levels.

Key deliverables will include:

- Project Definition Report (PDR)

- Communication Plan
- Risk Management Plan
- Milestone Tracking
- Quality Gate Deliverables with predefined success criteria
- Comprehensive Project Plan
- Project Closure Report, including Lessons Learned

High-level program execution activities are as follows:

- Program kickoff
- Development of project-specific management tools
- Ensuring accountability for project tasks and activities
- Establishing program and project-level working groups
- Conducting weekly or bi-weekly meetings
- Distributing weekly status reports
- Identifying risks with associated impact and probability to the program-level working group
- Conducting project closure activities, culminating in a Project Closure Report

C1 will supply project management consultants to achieve the specified project objectives. These consultants will possess the necessary experience in PMO design, development, and implementation, and will be well-versed in industry-standard tools and methodologies such as SharePoint, MS Project Server, Clarity, HP PPM, AdoIT, PMI, Prince2, and ITIL.

Change Control

Change Management is the process of managing the review, approval, and scheduling of changes related to the Supported Products. Any activity with the potential to impact the availability, reliability, security, or performance of Supported Products temporarily or permanently is defined as a change.

C1 will provide a designated point of contact to receive requests for change (RFC) initiated by Customer and to initiate requests for change (RFC) with Customer on behalf of C1 as needed.

Risk Management

Risk Management is a process instilled at the outset of the program. The C1 Project Manager will leverage the subject matter experts within the work streams to identify threats, vulnerabilities, or external events that could impact the project.

Once a risk is identified, a business impact analysis will be used to quantify the risk. Risk will be assessed for impact and probability by the C1 Project Manager. Once a risk is categorized, the risk response will be proposed and approved by the University. Key considerations of risks will be the proximity of when the risk may be realized, the potential impact in either duration/cost or both, and the mitigation plan.

A risk register will be used to log, categorize, and track risks and their mitigation activities. If a risk is realized, it will be assessed to determine the impact on the project. An issue will be logged and tracked until the issue is mitigated. Risks will be monitored as a recurring agenda item during project meetings. Any high-probability, high-impact risks will be raised to the University immediately and may necessitate an out-of-cycle forum to address the risk and determine mitigation plans. The C1 Project Manager as well as key University stakeholders, can identify risks and C1 will oversee the mitigation of identified risks and keep the University informed of solutions.

Risk Identification

Identifying risk is multi-faceted. First, the University can reduce risk by selecting renowned, tried, tested, and proven solutions like C1 and Cisco. These organizations are perennial industry leaders, in large part due to their reliability and security capabilities. The University can have confidence in its provider's current standing and product roadmaps. Second, when undertaking technology transformations, the enterprise must select a services partner that can effectively leverage best practices in design, configuration, cutover, and support to maximize efficiency, limit risk, and deliver projects on time and on budget.

C1 has the pedigree and expertise to reduce risk for the University. Our expertise expands into Day 2 Support and Managed Services offerings, helping to ensure that all C1 clients have access to support resources that are certified on their technology solutions. C1 Support Teams are trained and positioned to efficiently engage with clients are resolve problem tickets promptly limiting the risk of post-cutover issues and maximizing time to value.

The C1 Project Manager will leverage the subject matter experts within the work streams to identify threats, vulnerabilities, or external events that could impact the project.

Once a risk is identified, a business impact analysis will be used to quantify the risk. Risk will be assessed for impact and probability by the C1 Project Manager. Once a risk is categorized, the risk response will be proposed and approved by the University. Key considerations of risks will be the proximity of when the risk may be realized, the potential impact in either duration/cost or both, and the mitigation plan.

Risks will be monitored as a recurring agenda item during project meetings. Any high-probability, high-impact risks will be raised to the University immediately and may necessitate an out-of-cycle forum to address the risk and determine mitigation plans. The C1 Project Manager as well as key University stakeholders, can identify risks and C1 will oversee the mitigation of identified risks and keep the University informed of solutions.

Issues Management

The primary objective of Problem Management is to reduce failures to an acceptable risk at an acceptable cost and to ensure that service levels are consistently achieved. C1 will provide a Problem Management solution that will work to understand the underlying cause of an incident, subsequent resolution, and prevention.

As part of our Issues Management process, C1 will:

- Identify recurrent incidents and root causes
- Work with third parties (vendors, application owners, etc.) to develop such solutions
- Provide an intermediate workaround that allows users to continue working while appropriate resolutions are developed
- Ensure the right resources are allocated to resolving each problem
- Develop or modify processes to prevent the occurrence or reoccurrence of such problems.
- Document the root cause and resolution
- Monitor the process to ensure that the problem is resolved
- Ensure that vendors comply with the terms of their contracts when involved in problem resolution

C1's Continuous Improvement Programs create a focused organization with an inspired team that exceeds our customer's and business leaders' expectations.

Principal elements are outlined below:

- Business Analytics and Root Cause Analysis
- Process Documentation
- End to End-to-end process and Procedure Review
- Customer Satisfaction Reviews and Escalation Management
- SLA Performance, qualitative and quantitative metrics
- Environmental and Operational Change Control

Throughout the term of our engagement, C1 will perform monthly, or as needed, Continuous Improvement planning sessions with the following focus:

- Assessment of new solutions to meet needs
- Improving and reducing variability in current operations
- Identifying continuous improvement opportunities in the business
- Driving systemic process change related to the scope of services in the SOW
- Review of planned and unanticipated changes to the service environment

Process and Cost Improvements

C1 has identified the following process and cost improvements that typically benefit our customers.

This list does not encompass all opportunities but represents the primaries:

- Reduced downtime through proactive monitoring and management
- Advanced planning and analysis
- Reduce operational costs
- Improve response times
- Manage multi-vendor systems
- Concentrate on core competencies

Implementation Approach and Methodology

Project Methodology

C1 will provide Project Management Services to help you effectively manage the project and control risks in the deployment. C1 will designate a Project Manager who will act as the single point of accountability for all C1 contract deliverables for the duration of the Project.

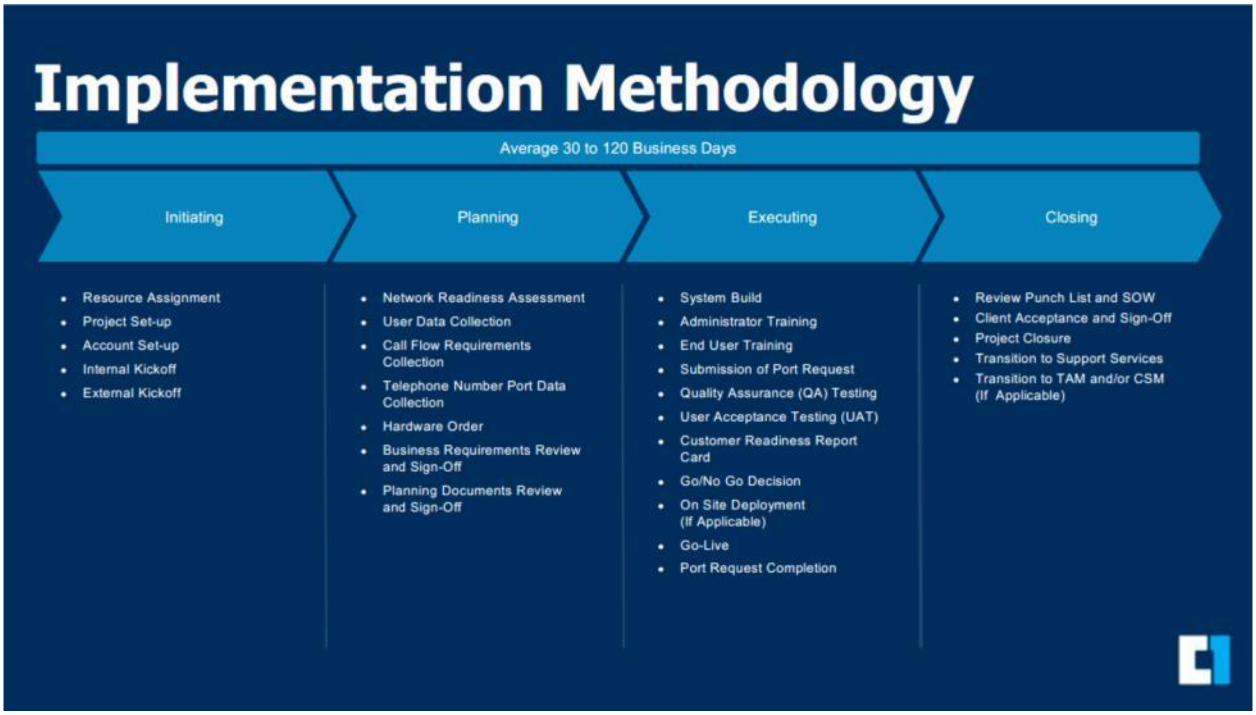
C1 will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by C1, this individual will act as the client's single point of contact for all planning and issues related to solution delivery. You will receive a welcome letter once the C1 Project Manager has been assigned, that includes contact information and the next steps.

The C1 PM will work closely with the client to guide the implementation and work on a mutually agreed-upon schedule. C1 project management and software resources will deliver services remotely unless on-site arrangements are agreed upon by C1 and the client.

Project Management responsibilities include, but are not limited to, the following:

- Review the SOW with the client to ensure that roles, responsibilities, and resource requirements are clearly understood.
- Conduct internal (C1) and joint C1/Client meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Create a contact list.
- Schedule and manage required C1 resources and partners.

- Coordinate hardware ordering, staging, delivery, and inventory.
- Conduct regular project status meetings.
- Identify issues, create an issue/action log, and track resolution of all issues.
- Manage escalations with C1 and C1 vendors/suppliers as required.
- Manage Change Requests and any associated billing with the client.
- Manage Project Closeout process, punch list, and client acceptance.



Initiation

The initiation phase is the beginning of a project. The goal of this phase is to ensure that all requirements to begin the project have been met, provide initial communication to project stakeholders, allocate resources, and schedule initial activities. The following outlines the key areas and activities within this phase.

- Project Review: The project review involves the initial review of the project to ensure that it meets the appropriate requirements and can move forward successfully. If issues are discovered during this review, the project will be returned to the account team with a list of items requiring correction. Ownership of the project remains with the sales team until the professional services team accepts ownership.
- Initial Project Planning and Scheduling: The initial project planning and scheduling involves tasks to set up the project and initiate project activities. Activities included are the setup of project items such as milestones and billing rates, initial project communication to stakeholders, resource allocation, scheduling, and execution of internal and external project kickoffs. The meeting with the customer will be documented. This documentation will be provided to the primary customer contact in an email follow-up recapping the conversation and providing written notification of the initial expectations.

- Customer Kickoff: The customer kickoff is a meeting between the C1 sales team, professional services team, and the customer to formally kick off the project. This meeting is used to review the project, including the scoped services, and set up future activities, including meetings and communications. It also provides a forum to address open questions and concerns and close any gaps before beginning the planning and design phase. This meeting is not intended as a detailed design session. The meeting will be documented, including meeting minutes, tasks/actions, and risks.
- Post Customer Kickoff: The period following the customer kickoff and before the planning and design phase is used to close or plan resolution for all action items discussed during the customer kickoff.

Planning and Design

The planning and design phase is where the project plan, design, test plan, and acceptance plan are developed. The goal of this phase is to ensure that all planning and documentation are complete and agreed upon by the customer stakeholders before beginning the implementation phase where the agreed-upon plan and design will be executed. The following outlines the key areas and activities within this phase.

- Project Plan: Developing the project plan involves tasks to set up the overall project schedule and its associated milestones and tasks and a register for tracking issues and risks.
- Communication Plan: Developing the communication plan involves tasks to set up the overall communication strategy used during the project. The strategy consists of weekly status meetings, their attendees, and overall content.
- Discovery and Data Collection: Discovery and data collection involves tasks to collect current or future state environment and system information. This information was discovered and collected to create high- and low-level designs. This information is collected through various methods including question-and-answer sessions, automated tools, and manual discovery. The lead engineer will initially meet with the customer to discuss the overall design and requirements at a technical level. For large or complex projects, multiple design meetings may be required.
- Design Document: Developing the design document involves tasks to create the high-and low-level design that will be implemented. The high-level design will be developed first and then presented to the customer for approval to ensure that all use cases and design areas have been fully and accurately represented. Following the approval of the high-level design, the low-level design will be developed. The low-level design will consist of the low-level technical details required to implement the solution, including naming conventions, configurations, workflow diagrams, and solution diagrams. For projects containing multiple architectures, separate design documents will be required.
- Test and Acceptance Plan: Developing the test and acceptance plan involves tasks to set up the testing of the solution once it is ready to be brought into production and the validation of the solution once it is in

production. Test and acceptance plans include standard test plans based on architecture and custom components based on the customer or solution requirements. For projects containing multiple architectures, separate test and acceptance plans will be required.

Deploy (Execution)

The implementation phase of the project is where the plan and design are executed. The goal of this phase is to implement the solution including the testing, acceptance, and commissioning required to bring the solution into production. The following outlines the key areas and activities within this phase.

- Configuration and Deployment: Configuration and deployment is the process of building the solution from both a system programming and physical installation perspective. This process is the longest portion of any project, where the bulk of the work is performed and varies the most from technology to technology and project size.
- Commissioning: Commissioning is the process of bringing a configured solution into production. This process involves events commonly referred to as “cuts” or “go-lives” and throughout the duration of a project, there may be one or more of these events. These events may be “soft,” which is the case with green-field implementations where systems are not being replaced but deployed as new or parallel implementations where the old and the new systems are running simultaneously. These events may also be “hard,” which is the case when systems are being deployed such that the old system cannot be operational once the new system is in production.
- Testing and Acceptance: Testing and acceptance is the process of validating that the implemented solution is functioning as expected and meets the requirements of the design. This process involves the execution of the test and acceptance plan developed during the design and planning phase. Some aspects of the test and acceptance plan can be executed before the solution's commissioning, and some can only be executed once the solution has been brought into production. The entire test and acceptance plan will be executed once the solution is brought into production regardless of what was performed prior. All test and acceptance plans are executed jointly between the lead engineer and the customer, after which the customer will provide acceptance of the test and acceptance plans' successful execution.
- Day One Support: Day one support occurs the business day after a solution has been commissioned and provides support for any problems not discovered during testing and acceptance. Throughout a project, there may be one or more of these events as multiple architectures, technologies, or locations are commissioned.

Close Out (Closing)

The Closeout phase of the project is where final project deliverables are provided to the customer and/or the managed services team to take on day-2 support of the implemented solution. The goal of this phase is to transition project technical knowledge through discussion and documentation. The following outlines the key areas and activities within this phase.

- Design Document: Once the implementation phase is complete, the design document is updated with all changes to the design that occurred during the implementation.
- As-Built Documents: Once the implementation phase is complete, as-built documents are created using automated tools and are used as a supplement to the design document.
- Documentation Collation: Once all project documentation is complete, updated, and gathered, it will be collated to prepare for presentation during the knowledge transfer.
- Customer Knowledge Transfer: The customer knowledge transfer and transition is a meeting between the lead engineer(s) and the customer to transition the project's technical knowledge to the customer stakeholders. This meeting is used to review the project documentation, including the finalized design document and as-built document. During this meeting, the lead engineer(s) will also show the customer stakeholders how to perform basic system functions in the form of Moves, Adds, Changes, and Deletes (MACD), for daily system operation. This meeting is not an in-depth training session, is not used to teach the customer the technology, and is not a substitute for formal training.
- Project Documentation (Link to Project on Intranet): At the conclusion of this meeting, the managed services onboarding team will approve the transition to managed services. Upon approval or if no objection to the transition has been received within five (5) business days, the managed services onboarding team will take responsibility for providing day 2 support to the customer. An email notification will be sent to the managed services onboarding team acknowledging their acceptance.

Project Acceptance

Project acceptance is requested once all project work is complete and transitioned to the customer and/or managed services. This is obtained by meeting with the project stakeholders in a project close-out meeting and then presenting the project acceptance document via email.

- Project Acceptance Document: Once acceptance signoff is received or no objection to the signoff request has been received within five (5) business days, an email notification will be sent to all stakeholders confirming that the project is officially closed.
- Project Closure: Project Closure: Project closure involves shutting down the project in the project management and finance systems by marking any remaining tasks as complete and marking the project as closed.
- Network Discovery
- Network Design
- Site Survey
- Warehouse

- Staging
- Delivery
- Engineering Planning and Preparation
- Installation
- Test Turn Up
- Migration
- Hot-cut
- As-Built Documentation
- Training
- Project Management

Stakeholder Engagement Plan

Stakeholder Engagement Plan – A plan for coordinating with University personnel, ensuring that feedback and concerns are addressed in a timely manner.

Here's how we plan to achieve the desired outcomes:

- Establish Clear Service Level Agreements (SLAs):
  - Define clear SLAs for response times and completion of additional services in alignment with the requirements outlined in the Scope of Work.
  - Ensure that SLAs are communicated effectively to all stakeholders, including AAS personnel and our internal team members.
- Implement Robust Ticketing System:
  - Utilize a robust ticketing system to track and prioritize service requests efficiently.
  - Categorize requests based on urgency and severity to ensure timely responses and resolutions.
- Monitoring and Support:
  - Maintain a dedicated support team available round-the-clock to respond to critical incidents and urgent requests.
- Resource Allocation and Capacity Planning:
  - Conduct regular capacity planning assessments to ensure that we have adequate resources available to meet the demands of AAS.
  - Allocate resources strategically based on workload forecasts and SLA requirements.
- Continuous Process Improvement:
  - Regularly review and refine our service delivery processes to identify bottlenecks and streamline workflows.
  - Encourage feedback from AAS personnel to identify areas for improvement and implement corrective actions promptly.
- Proactive Communication:
  - Maintain open lines of communication with AAS personnel to provide regular updates on the status of service requests and any potential delays.
  - Proactively notify AAS of any changes to SLAs or service delivery processes to manage expectations effectively.

Regular Progress Reports

Regular Progress Reports – A schedule for regular project updates, including reporting frequency, formats, and key performance indicators (KPIs) to track progress against the plan.

We provide Performance Monitoring and Reporting by:

- Implementing a robust performance monitoring system to track our adherence to SLAs and identify areas for improvement.
- Providing regular performance reports to the University detailing our performance against agreed-upon metrics and highlighting areas of success and opportunities for enhancement.:
- Issue Resolution Process

Issue Resolution Process – A defined escalation procedure for resolving project-related issues efficiently and minimizing delays.

C1 stands as one of the top certified business partners in the United States. With over 500 engineers in the CSCs, all certified and trained to support environments with multiple vendors, C1 offers:

- 24/7/365 proactive remote monitoring with tailored notifications
- Ready-to-ship replacement parts for covered components
- Online service request submission, tracking, and reporting
- 24-hour remote technical support and help desk
- Management of software patches
- A dedicated Customer Success Manager
- Comprehensive support by Tier III and IV
- Dispatch of on-site technicians
- Availability of on-site parts
  Maintenance software permissions (MSP)
- Defined response service intervals (SLA)
- Annual preventative maintenance visits
- Transparent, straightforward billing

C1 takes pride in its team of certified technicians and Project Managers, each bringing extensive expertise across various disciplines. With an average of over a decade of experience, our certified professionals specialize in the proposed solution and its associated systems, ensuring the highest level of proficiency. To ensure optimal alignment with project requirements, personnel are assigned after the contract award. Once assigned, a dedicated account team—led by the Client Executive, Solutions Architect, will collaborate to manage and oversee the project. The Project Manager will serve as the Single Point of Contact (SPOC) for the customer, leading the implementation team and incorporating additional specialists as needed throughout the process.

The implementation team is structured to include the following key roles:

- Project Manager – Responsible for overall project management from start to finish.
- Solution Consultant – Facilitates design sessions and ensures alignment with project goals.
- Solution Engineer – Handles configuration of solutions.

- Solution Developer – Manages integrations.
- Trainer – Provides customized, instructor-led training sessions tailored to client needs.

Following the contract award, C1 assembles a dedicated deployment team consisting of highly skilled technical specialists and an experienced Project Manager. This team includes both onsite and remote members to ensure comprehensive project coverage. The Project Manager develops a detailed project plan, collaboratively reviewed and approved by C1 and the University. This plan, which defines resource allocation from both organizations, is presented for the state's final review during the kickoff meeting after the successful conclusion of contract negotiations.

Upon project completion, C1's Customer Success Center will provide 24/7/365 support, including warranty services and continued assistance to ensure ongoing success. For additional information on team qualifications or organizational structure, C1 can provide further details upon request. Staffing for each role will be tailored to meet the specific needs of the project.

Sample Project Plan–New Installations

Task Name	Resource Names
Overall Project Duration	TBD
Initiation	TBD
Internal Kick-off Meeting	C1
External Kick-off Meeting	C1, Customer
AV Product Drawings	C1
Order, Track, & Receive Equipment	C1
General Contractor–Review	C1, Customer
Pre-Installation / Room Readiness Assessment	
General Contractor–Onsite Work	C1, Customer
Furniture Delivery	Customer
Offsite Programming	C1
Shipment from ConvergeOne Warehouse to Customer	C1, Customer
Implementation	

Equipment Inventory & Room Walk-Throughs	C1
Display and Table Hardware Installation	C1
Programming	C1
Project Closeout	
Final Testing / Walk-Through	C1, Customer
Knowledge Transfer	C1, Customer
Customer Review & Acceptance	C1, Customer
Documentation & As-Built Drawing(s)	C1

Project Assumptions

- Scheduling of installation will depend on equipment lead times and labor availability, and will be coordinated by the C1 Project Manager
- Assumes all rooms will be completed continuously
- Assumes all provided equipment (OFE) is in good working condition
- Assumes all work performed during standard business hours
- Assumes non-Union labor
- Assumes typical room construction with gypsum board walls and suspended ceiling
- Assumes there is no existing AV equipment in any of these rooms that needs to be integrated into the proposed video conference systems
- Assumes client will provide pictures of all rooms prior to their installation to verify the assumed site conditions

Project Manager

- Overall management of the project and accomplishing the stated project objectives
- Developing and maintaining the project plan
- Coordinating and scheduling resources
- Conducting status meetings and providing status reports
- Managing and tracking project scope, schedule, changes, deliverables issues, decisions, risks, and action items

Solution Consultant

- Leading the Design phase of the project, conducting design meetings, gathering requirements, documenting the design, and consulting on best practices
- Go-Live and FDOB support.
- Test plan development and user acceptance testing support

Solution Engineer(s)

- Platform and application configuration and integration

- Technical knowledge transfer
- Unit testing and supporting user acceptance testing.
- Go-Live and FDOB support.

Solution Engineer(s) – Designated Quality Assurance Testing (QAT) Resources

- Performing QAT

Solution Developer(s)

- Documentation, development, and unit testing of any custom applications

Training + Education Specialist

- Training plan development
- Training material development
- Training session delivery
- WEM enablement workshop delivery

The number of people in each role will be determined by project needs.

Project Team Roles & Resource Requirements

C1 recommends the following key customer roles:

Business Sponsor

- Identify and provide needed resources and funding.
- Oversee the successful deployment and adoption of Genesys Cloud
- Articulate business vision
- Provide input to the deployment plan.
- Collaborate and agree on requirements.

Project Manager

- Create the internal project scope and timeline.
- Align and oversee the participation of all needed internal and third-party resources.
- Collaborate with C1 Project Manager

IT & Network Admin (Designated Support Contact)

- Ensure a robust network & environment. Understand and manage all third-party system and infrastructure interdependencies.
- Serve as the main point of contact.

Developer (if integrating via APIs)

Customer Responsibilities

Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on the Customer's behalf.
- Working with C1 Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

Ensure the availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

  Site Preparation:
- Ensure the equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the C1 Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that the existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customers will provide QOS on all their network equipment to the WAN based on the Supplier's guidelines and requirements if carrying voice.

Proposal Form – RFP # KBF-1253

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:	Peter McGuinness *(Signature)*
ConvergeOne, Inc			
10900 Nesbitt Ave. S		Name:	Peter McGuinness *(Please Print)*
Bloomington, MN 55437			
Date:	4/27/2026	Title:	Regional Vice President
Web Address:	www.onec1.com	Phone:	888-321-6227
Email:	pmcguinness@onec1.com	Fax #:	

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 PM #2 PM #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

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.

C1 has read and understands.

II. Background

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 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

C1 has read and understands.

III. Small, Woman-Owned And Minority Participation

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

C1 has read and understands.

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.

C1 has read and understands.

B. Offerors shall provide detailed responses to the following:

1. Confirm acceptance of above requirements and provisions.
   Describe experience in working with educational institutions or organizations similar in size to James Madison University.

C1 has read and understands. C1 will comply with requirements listed above in Section IV-A.

C1 brings extensive experience partnering with colleges and universities; supporting distributed campuses, classroom AV/IT systems, and remote monitoring solutions that scale with institutional needs. Our proven track record helps institutions optimize technology performance, sustainability, and operational efficiency.

Please refer to Attachment A for a list of references.

Higher education customers include Coppin State, Kentucky State and Texas Southern to name a few. We have included several case studies below to illustrate our experience with institutions of higher education.

Coppin State
https://www.onec1.com/resources/case-study/coppin-state-university

Kentucky State
https://www.onec1.com/resources/case-study/kentucky-state-university

Texas Southern
https://www.onec1.com/resources/case-study/texas-southern-university

2. 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.

C1 does not assign personnel to a project until after the contract award. That said, along with the account team, led by the Client Executive, and the Solutions Architect, the implementation team will be led by the Project Manager, who will act as the customer's Single Point of Contact (SPOC) and will engage other team members as they are needed in the process.

Your Client Executive is Anthony Seal. Anthony is available at aseal@onec1.com or 804-930-7016.

3. 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).

C1 has partnerships with over 300 global industry leaders, including Avaya, Cisco, Dell Technologies, Genesys, IBM, Microsoft and VMware, to customize specific business outcomes.

We are authorized to resell the requested technologies.

We deliver solutions with a full lifecycle approach, including strategy, design and implementation with professional, managed and support services. C1 holds more than 5,600+ technical certifications across hundreds of engineers throughout North America, including three Customer Success Centers.

Additionally, we have access to all the major distributors including ScanSource, Ingram Micro, TD Synnex, and Arrow Electronics.

At ConvergeOne, our goal is to earn your trust as an advisor – someone you count on to deliver the very best solution based on a thorough understanding of your business and how the right technology can help you achieve your goals.

4. Describe in detail the ordering process including obtaining price quotes and lead times.

C1 has read and understands. Your Client Executive will manage the ordering process including obtaining price quotes and lead times.

5. 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..

Delivery options are dependent on the Original Equipment Manufacturer. ConvergeOne has access to over 1,000 products.

However, the University can contract for our Information Technology Lifecycle Services (ITLS).

ITLS is a complete cradle-to-grave suite of services designed to seamlessly procure, configure, manage, deploy, and support end-user devices in enterprises and the public sector.

The C1 ITLS team has extensive experience in device build bundling. For example, ITLS serviced over 100,000 Chromebooks last year. Each deployment was asset tagged, packed and delivered to individual locations. Often projects consisted of 20 or more sites for a customer. Further, ITLS supported Network refreshes in which switches and routers were purchased on a large scale and delivered to our depot. We then unboxed, powered on, configured with a template, asset tagged, labeled and prepared ship sets for each IDF and MDF for delivery. Each system was labeled, and the onsite team was able to take the switch labeled for each rack, unpack it, rack/stack, cable and turn-on. ITLS has access to C1 developed provisioning tools which track, configure and report on multi-site switch, AP and device installations.

Further information regarding our ITLS capabilities can be provided,

6. Describe ability to maintain sufficient stock for timely delivery.

Delivery options are dependent on the Original Equipment Manufacturer. Please refer to our included Master Sales Agreement and Manufacturer Data Sheets for additional information.

However, the University can contract for our Information Technology Lifecycle Services (ITLS).

ITLS is a complete cradle-to-grave suite of services designed to seamlessly procure, configure, manage, deploy, and support end-user devices in enterprises and the public sector.

The C1 ITLS team has extensive experience in device build bundling. For example, ITLS serviced over 100,000 Chromebooks last year. Each deployment was asset tagged, packed and delivered to individual locations. Often projects consisted of 20 or more sites for a customer. Further, ITLS supported Network refreshes in which switches and routers were purchased on a large scale and delivered to our depot. We then unboxed, powered on, configured with a template, asset tagged, labeled and prepared ship sets for each IDF and MDF for delivery. Each system was labeled, and the onsite team was able to take the switch labeled for each rack, unpack it, rack/stack, cable and turn-on. ITLS has access to C1 developed provisioning tools which track, configure and report on multi-site switch, AP and device installations.

Further information regarding our ITLS capabilities can be provided,

7. Describe in detail return policy. Identify any restocking or associated costs in Section X. Pricing Schedule.

Return policies are dependent on the Original Equipment Manufacturer. Please refer to our included Master Sales Agreement and Manufacturer Data Sheets for additional information.

8. Describe available warranties.

Product Warranties. Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

Direct OEM Warranty. Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

Indirect OEM Warranty. If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

Seller Warranty for Refurbished Products.
Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.

(a) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) Professional Services Warranty. Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) Warranty Procedures and Disclaimers. The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

9. Describe the process for replacement of defective, broken, or damaged telecommunications equipment and supplies (delivery or latent defect).

Return policies are dependent on the Original Equipment Manufacturer. Please refer to our included Master Sales Agreement and Manufacturer Data Sheets for additional information.

Additionally, C1 has the ability to process returns through our ITLS services.

10. 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.

C1 has read and understands.

11. 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).

C1 would reiterate that we are not foreseeing the use of subcontractors for the proposed solution, but we are constantly looking for opportunities where small businesses could be included. Should that opportunity arise for this proposed solution, C1 will be happy to include any certified small businesses.

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.

C1 has read and understands.

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*.

C1 has read and understands.

2. Should the proposal contain **proprietary information**, **provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked *"Redacted Copy"* on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.
No other distribution of the proposal shall be made by the Offeror.

C1 has read and understands.

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.

C1 has read and understands.

4. Proposal Preparation

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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.**

C1 has read and understands.

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.

C1 has read and understands.

A. 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.)

C1 has read and understands. C1 complies

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

C1 has read and understands. Please refer to the section titled Executive Overview.

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.

C1 has read and understands. Please refer to the section titled Executive Overview.

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

C1 has read and understands. C1 complies.

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.

C1 would reiterate that we are not foreseeing the use of subcontractors for the proposed solution, but we are constantly looking for opportunities where small businesses could be included. Should that opportunity arise for this proposed solution, C1 will be happy to include any certified small businesses.

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.

Current VASCUPP members that are current ConvergeOne customers include the University of Virginia, Virginia Tech University, and Virginia Commonwealth University.

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

C1 has read and understands. Please refer to the section titled Pricing Schedule.

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

C1 has read and understands.

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

C1 has read and understands.

VII. General Terms And Conditions

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

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. <u>QUALIFICATIONS OF OFFERORS</u>: 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. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

O. <u>CHANGES TO THE CONTRACT</u>: 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.*)

C1 will provide a Certificate of Insurance meeting the University's requirements upon award. C1 has provided an Evidence of Insurance for the University's review.

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.

ConvergeOne, Inc. ("C1") very much appreciates the opportunity to respond to the Request for Proposal ("Request") for James Madison University.

C1 has reviewed the terms and conditions that were included as a part of the Request and has the following comments:

C1 takes exception to one or more items contained in the Request. C1 would welcome an opportunity to discuss in greater detail the terms and conditions that you provided as well as those found on C1's Master Sales Agreement so that we can find a way in which C1 and the James Madison University can work together.

For your convenience, C1 has included herewith a copy of a document labeled "Master Sales Agreement" which is C1's standard Master Sales Agreement.

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.

ConvergeOne, Inc. ("C1") very much appreciates the opportunity to respond to the Request for Proposal ("Request") for James Madison University.

C1 has reviewed the terms and conditions that were included as a part of the Request and has the following comments:

C1 takes exception to one or more items contained in the Request. C1 would welcome an opportunity to discuss in greater detail the terms and conditions that you provided as well as those found on C1's Master Sales Agreement so that we can find a way in which C1 and the James Madison University can work together.

For your convenience, C1 has included herewith a copy of a document labeled "Master Sales Agreement" which is C1's standard Master Sales Agreement.

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

C1 has read and understands.

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).

C1 has read and understands.

Please find below a pricing table that is available to VASCUPP members. Please note that these are minimum percentages.

Additionally, this is a representation of products available to the University.

C1 has partnerships with over 300 companies and access to major distributors allowing C1 to access a myriad of product lines and additional discounts.

Discount-Off Manufacturer(s) Catalog
This goods/items pricing proposes a minimum discount off Manufacturer(s) catalog pricing. All proposed discounts are based on a minimum discount off manufacturer (s) MSRP (List price) from 0% to 100% as appropriate. Vendor's minimum, or better discount(s) will always be applied to using "Catalog Pricing" provided herein.

Manufacturer Name	Product Category	Description	Units description - (each, dozen, hour, day, etc)	MSRP or Catalog Pricing	Minimum % Discount to VCU
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
AudioCodes	Products	X	**Each**	**MSRP**	**22.00%**
AudioCodes	Support	X	**Each**	**MSRP**	**5.00%**
Avaya	Hardware	X	**Each**	**MSRP**	**49.00%**
Avaya	Software	X	**Each**	**MSRP**	**30.00%**
Avaya	Support	X	**Each**	**MSRP**	**22.00%**
Avaya	Subscription	X	**Each**	**MSRP**	**15.00%**
Barracuda	Products	X	**Each**	**MSRP**	**10.00%**
Barracuda	Support	X	**Each**	**MSRP**	**10.00%**
Calabrio	Products	X	**Each**	**MSRP**	**15.00%**
Calabrio	Support	X	**Each**	**MSRP**	**8.00%**
Calabrio	Pro Services	X	**Each**	**MSRP**	**4.00%**
Cisco	Products	X	**Each**	**MSRP**	**30.00%**
Cisco	Support	X	**Each**	**MSRP**	**10.00%**
Cisco	Subscription	X	**Each**	**MSRP**	**10.00%**
Ekahau	Products	X	**Each**	**MSRP**	**0.00%**
Ekahau	Subscription Support - 1 Year	X	**Each**	**MSRP**	**4.00%**
Ekahau	Subscription Support - 3 Year	X	**Each**	**MSRP**	**2.00%**
Extreme Networks	Products	X	**Each**	**MSRP**	**45.00%**
Extreme Networks	Support	X	**Each**	**MSRP**	**10.00%**
Extreme Networks	Subscription	X	**Each**	**MSRP**	**10.00%**

Five9	Products	X	**Each**	**MSRP**	**10.00%**
Five9	Support	X	**Each**	**MSRP**	**10.00%**
Five9	Subscription	X	**Each**	**MSRP**	**10.00%**
Genesys	Products	X	**Each**	**MSRP**	**10.00%**
Genesys	Support	X	**Each**	**MSRP**	**10.00%**
Genesys	Subscription	X	**Each**	**MSRP**	**10.00%**
HPE / Aruba	Products	X	**Each**	**MSRP**	**30.00%**
HPE / Aruba	Support	X	**Each**	**MSRP**	**10.00%**
HPE / Aruba	Subscription	X	**Each**	**MSRP**	**10.00%**
HP/Poly	HP Poly CCX Open SIP Series	X	**Each**	**MSRP**	**40.00%**
HP/Poly	HP Poly Obi Accessories	X	**Each**	**MSRP**	**16.00%**
Juniper Networks	Products	X	**Each**	**MSRP**	**45.00%**
Juniper Networks	Support	X	**Each**	**MSRP**	**10.00%**
Juniper Networks	Subscription	X	**Each**	**MSRP**	**10.00%**
NICE	Products	X	**Each**	**MSRP**	**10.00%**
NICE	Support	X	**Each**	**MSRP**	**10.00%**
NICE	Subscription	X	**Each**	**MSRP**	**10.00%**
OpenText	OpenText Product Line (AppWorks, Business Process Management, Customer Experience Mngmt, Ecosystem Products, Enterprise Content Management, Captiva, Documentum & Qfiniti	X	**Each**	**MSRP**	**26.00%**

OpenText	**OpenText Product Line (CEM-Exstream)**				
OpenText	Product Software	X	**Each**	**MSRP**	**35.00%**
OpenText	Development Software	X	**Each**	**MSRP**	**65.00%**
OpenText	Communications Designer Software	X	**Each**	**MSRP**	**26.45%**
OpenText	**OpenText Product Line (Guidance)**				
OpenText	Perpetual Software Licenses	X	**Each**	**MSRP**	**20.00%**
OpenText	Term Software Licenses	X	**Each**	**MSRP**	**20.00%**
OpenText	**OpenText Related Services**				
OpenText	Enterprise Content Management SAAS License/ OpenText Core (Core Business Tier and Core Enterprise Tier)	x	**Each**	**MSRP**	**26.45%**
OpenText	XM Professional Services (Voice-Fixed Fee)	x	**Each**	**MSRP**	**5.00%**
OpenText	OpenText Guidance Product Line *Implementation Services	x	**Each**	**MSRP**	**6.50%**
OpenText	OpenText Guidance Product Line *Training	x	**Each**	**MSRP**	**10.00%**
OpenText	Enterprise Content Management/ Perpetual Prime Protect Maintenance Annual Renewal	x	**Each**	**MSRP**	**5.00%**
OpenText	**Technical Services**				
OpenText	Program/Engagement Manager	x	**Each**	**MSRP**	**5.00%**

OpenText	Solution/System Architect	x	**Each**	**MSRP**	**5.00%**
OpenText	Sr. Technical Specialist	x	**Each**	**MSRP**	**5.00%**
OpenText	Business Analyst	x	**Each**	**MSRP**	**5.00%**
OpenText	Project Manager	x	**Each**	**MSRP**	**5.00%**
Palo Alto	Products	X	**Each**	**MSRP**	**10.00%**
Palo Alto	Support	X	**Each**	**MSRP**	**5.00%**
Palo Alto	Subscription	X	**Each**	**MSRP**	**5.00%**
Red Sky Technologies, Inc.	Product	X	**Each**	**MSRP**	**12.00%**
Red Sky Technologies, Inc.	Subscription	X	**Each**	**MSRP**	**8.00%**
Verkada	Discount Class A - Hardware	X	**Each**	**MSRP**	**15.00%**
Verkada	Discount Class B - Software	X	**Each**	**MSRP**	**15.00%**
Verkada	Discount Class C- (Non-Verkada 3rd Party)	X	**Each**	**MSRP**	**0.00%**
Verkada	Discount Class D - Support Services	X	**Each**	**MSRP**	**2.00%**
Yealink	Yealink IP Phones	X	**Each**	**MSRP**	**20.00%**
Yealink	Yealink Headsets	X	**Each**	**MSRP**	**30.00%**
Yealink	Yealink Accessories	X	**Each**	**MSRP**	**15.00%**
Zoom	Products	X	**Each**	**MSRP**	**10.00%**
Zoom	Support	X	**Each**	**MSRP**	**10.00%**
Zoom	Subscription	X	**Each**	**MSRP**	**10.00%**

2. Per **Section IV. *Statement of Needs*** Address requested pricing clarifications as referenced throughout.

C1 has read and understands.

3. Specify any additional discounts based on large quantities per item/order.

Please see included table.

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

C1 has read and understands. C1 encourages customers to pay via bank account or debit card. C1 reserves the right to pass along credit card processing fees.

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.

C1 has read and understands.

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

C1 has read and understands.

Please see the Solution Quote below for additional details.

Technology Solutions
Engineered for Outcomes

Account:	James Madison University
Description:	Request for Proposal Number KBF-1253
Quote Date:	4/29/2026
Expiration Date:	5/28/2026

Part Number	Manufacturer	Description	Qty	List Price	Extended Price	Unit Price	Extended Price	Discount
6B-246-2B	Superior Essex	Cat6A Cabling (Blue 10 Gain XP+ Plenum)	1000	$ 1,060.32	$ 1,060.32	$ 787.40	$ 813.08	23.3%
HDJ6A-00	Ortronics	High Density Jack (HDJ) CAT6A, T568A/B, Black	100	$ 25.20	$ 2,520.00	$ 16.09	$ 1,609.00	36.2%
CCH-CS24-B3-P00RJ	Corning	24 Pos. Splice Cassette (SM) LC-APC Connector Ribbon	1	$ 1,379.70	$ 1,379.70	$ 1,060.54	$ 1,060.54	23.1%
M6-103-427	Brady	Brady M610 Wrap-Around 1" X 1.25" White (250CT)	1	$ 64.99	$ 64.99	$ 54.73	$ 54.73	15.8%
MN1000-2W-SA/DFB	QFRF	Mini Fiber Optic Node 26db Out	1	$ 186.25	$ 186.25	$ 175.76	$ 175.76	5.6%
NEC DTZ-32D-3(BK)	NEC	NEC Reburished 32 button Digital Phones (black)	10	$ 425.00	$ 4,250.00	$ 131.58	$ 1,315.80	69.0%
C430HD	AudioCodes	Teams C430HD IP Phone PoE Gbe Black	10	$ 263.00	$ 2,630.00	$ 189.60	$ 1,896.00	27.9%
Equipment Totals:					**$ 12,091.26**		**$ 6,924.91**	**42.7%**

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.)*

C1 has read and understands.

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. C1 has read will comply.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years 32 Months 6

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 #
University of Virginia	10 years	1215 Lee Street, Charlottesville, VA	Alan Oktay 434-243-2343
Virginia Commonwealth	9 years	707 W. Broad Street, Richmond, VA	Robin Roane 804-828-6300
Virgina Tech	9 years	1700 Pratt Drive, Blacksburg, VA	Ludwig Gartner 540-231-8434
Clarion Clinic	18 years	451 Kimball Avenue, Roanoke, VA	Jeff Pagans 540-224-3923
Riverside Health	11 years	1300 Old Denbeigh Blvd., Newport News, VA	Ronnie Bown 757-534-7177
Sentana Health	25 years	800 Independence Blvd., Virginia Beach, VA	Claude Porter 757-252-0766

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

   ConvergeOne, Inc., 10900 Nesbitt Avenue S, Bloomington, MN 55437 (Corporate HQ)

   ConvergeOne, Inc., 5 Stewart Court, Denville, NJ 07834 (Customer Service Center)

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: ConvergeOne, Inc. **Preparer Name:** Anthony Seal

Date: ________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

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

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

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

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

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

23

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: KBF-1253 Date Form Completed: 4/21/2026

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

Offeror / Proposer:

ConvergeOne, Inc.	10900 Nesbitt Avenue S, Bloomington, MN 55437	Anthony Seal / 804-930-7016
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)
C1 would reiterate that we are not foreseeing the use of subcontractors for the proposed solution, but we are constantly looking for opportunities where small businesses could be included. Should that opportunity arise for this proposed solution, C1 will be happy to include any certified small businesses.					

(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

24

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:____ (Signature)	By:____________________________________ (Signature)
____ (Printed Name)	____________________________________ (Printed Name)
Title:____________________________________	Title:__________________________________

ConvergeOne, Inc. ("C1") very much appreciates the opportunity to respond to the Request for Proposal ("Request") for James Madison University.

C1 has reviewed the terms and conditions that were included as a part of the Request and has the following comments:

C1 takes exception to one or more items contained in the Request. C1 would welcome an opportunity to discuss in greater detail the terms and conditions that you provided as well as those found on C1's Master Sales Agreement so that we can find a way in which C1 and the James Madison University can work together.

For your convenience, C1 has included herewith a copy of a document labeled "Master Sales Agreement" which is C1's standard Master Sales Agreement.

Attachment D

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)

26

Current VASCUPP members that are current ConvergeOne customers include the University of Virginia, Virginia Tech University, and Virginia Commonwealth University.

Attachment E

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.)*

C1 has read and understands.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ConvergeOne, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) E

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

10900 Nesbitt Ave. South

Requester's name and address (optional)

6 City, state, and ZIP code

Bloomington, MN 55437

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** W. DiCillo **Date** 01/01/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Evidence of Insurance

ACORD® **CERTIFICATE OF LIABILITY INSURANCE** 12/1/2026

DATE (MM/DD/YYYY): 11/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1373931 CONVERGEONE, INC. 10900 NESBITT AVE SOUTH BLOOMINGTON MN 55437	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Vigilant Insurance Company	20397
INSURER C : Federal Insurance Company	20281
INSURER D : Endurance American Specialty Insurance Co.	41718
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17174352 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	3605-71-75	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	7363-74-15	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR	N	N	7819-21-64	12/1/2025	12/1/2026	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	7177-66-99	12/1/2025	12/1/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	TECH E&O LIABILITY/PRIVACY LIABILITY/CYBER LIAB	N	N	NRO30027805703	12/1/2025	12/1/2026	$10,000,000 EACH CLAIM $10,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER- GREAT NORTHERN INSURANCE COMPANY (CHUBB), EFFECTIVE 12/1/2024 – 12/1/2025, POLICY #3605-71-75, $3,000,000 LIMIT;

CERTIFICATE HOLDER	CANCELLATION See Attachments
17174352 FOR INFORMATIONAL PURPOSES	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
	AUTHORIZED REPRESENTATIVE Joseph M Agnello

Miscellaneous Attachment: M548994 Master ID: 1373931, Certificate ID: 17174352

NAMED INSUREDS:

CONVERGEONE HOLDINGS, INC.

CONVERGEONE, INC.

SPS–PROVIDEA LIMITED

CONVERGEONE GOVERNMENT SOLUTIONS, LLC DBA STRATEGIC PRODUCTS AND SERVICES

CONVERGEONE UNIFIED TECHNOLOGY SOLUTIONS, INC.

CONVERGEONE MANAGED SERVICES, LLC

CONVERGEONE TECHNOLOGY UTILITIES, INC.

CONVERGEONE SYSTEMS INTEGRATION, INC.

CONVERGEONE DEDICATED SERVICES, LLC

NETSOURCE COMMUNICATIONS, INC.

AAA NETWORK SOLUTIONS, INC.

NUAGE EXPERTS, LLC

INTEGRATION PARTNERS CORPORATION

PVKG MIDCO, LLC

PVKG INTERMEDIATE HOLDINGS INC.

PVKG INVESTMENT HOLDINGS, INC.

ONETECH SOLUTIONS, LLC

CONVERGEONE 401(K) PLAN

Attachment Code: D564542 Master ID: 1373931, Certificate ID: 17174352

CONVERGEONE, INC..; 1373931

17174352
FOR INFORMATIONAL PURPOSES
,
,

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: 17174352. **You must reference this Certificate ID number in order for us to complete this process.**

- Ø **Certificate ID: 17174352**
- Ø **Email: kcasu@Lockton.com**
- Ø **Subject Line: ASU E-Delivery**

NOTES:

•Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.

•Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email kcasu@lockton.com to request one.

•If you received this letter with a certificate via email, no further action on your part is necessary.

•If you no longer need this certificate, please contact us at kcasu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

Lockton Companies
Account Services Unit

Email / Mailing Update - Liability Certificates

ONEC1

Agreement #

Master Sales Agreement

Date:

SELLER:	**CONVERGEONE, INC.** 10900 Nesbitt Avenue S Bloomington, MN 55437	**CUSTOMER:**	***LEGAL ENTITY NAME*** STREET ADDRESS CITY/STATE/ZIP

This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.

2. This Agreement shall apply to sales of the following to Customer:
   - All hardware, third party software, and/or Seller software (collectively, "Products");
   - All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services");
   - All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or
   - All Seller-provided maintenance services ordered by Customer to maintain and service Supported Products (as hereinafter defined in Article IV of Attachment A) or Supported Systems (as hereinafter defined in Article IV of Attachment A) at Supported Sites (as hereinafter defined in Article IV of Attachment A) to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services").

   For purposes of this Agreement, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services."

3. Seller will provide the Products and Services to Customer summarized in the sales order documentation (collectively, a "Solution Summary"), which: (a) is signed by authorized representatives of each Party (except as set forth in Section 5 below); (b) reflects the price to be charged for such Products and/or Services; and (c) incorporates the following supporting documents, as applicable:
   - A "Statement of Work" or "Scope of Work" ("SOW") which describes the Services to be performed;
   - A "Master Agreement Rider" which provides the line-item cost detail associated with the sale of Products and the provision of Professional Services and Managed Services;
   - A "Maintenance Service Order Form" which provides the line-item cost detail of the supported products, supported systems and supported sites in the provision of Maintenance Services; and/or
   - Any Solution Quote or other formal quote to which you and Seller mutually agree.

The Solution Summary and all applicable supporting documents will be governed by the terms of this Agreement even in the absence of a reference to this Agreement (collectively, each an "Order"). Any Products and/or Services not specifically itemized in the applicable Order are not provided.

4. Any amendment, supplement, or modification of any term or provision of this Agreement or any Order must be in a writing that is signed by authorized representatives of both Parties to this Agreement.

5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no preprinted, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products

and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.

6. This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Solution Summary that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

7. In the event of a conflict between the terms and conditions in this Agreement and any Order, the order of precedence shall be as follows: (i) the applicable Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into the applicable Order), (ii) Attachment A to this Agreement, and (iii) the main body of this Agreement.

8. PURCHASE PRICE: Unless specifically stated and mutually agreed upon in a particular Solution Summary, the purchase price of the Products and/or Services set forth in each Solution Summary shall be paid as follows:

a) **For Products and Professional Services (excluding third party support services)**:

- **Payment**: The Price (as defined in Article I, Section 1 of Attachment A) is due thirty (30) days from the date the invoice is issued as follows:

(1) ***For Products***:

- In the sole discretion of Seller and as set forth in the Solution Summary, a deposit may be required and shall be due upon execution of the Solution Summary.
- One Hundred percent (100%) of the Price attributable to the cost of such Product(s) (if a deposit is required as provided in (i) above, then the remaining balance) shall be invoiced upon shipment of the applicable Product(s). However, in the event Seller ships Products for a particular Order in multiple shipments, the balance attributable to the Products contained in each such shipment shall be invoiced separately and due accordingly.

(2) ***For Professional Services (excluding third party support services)***:

(i) Professional Services provided on a ***time and materials*** basis will be invoiced monthly as Professional Services are performed by Seller (following depletion of the down payment); or

(ii) Professional Services provided on a ***fixed price*** basis are due either:

- If specified in the applicable Order, monthly as Professional Services are performed by Seller (following depletion of the down payment, if any); or
- Otherwise, periodically based on mutually agreed upon milestones as set forth in the applicable Order (following depletion of the down payment, if applicable). Milestone invoices shall be issued upon the date the applicable milestone is accepted, or deemed accepted pursuant to this subsection, by Customer. Seller will provide Customer with a written acceptance acknowledgement form upon the substantial completion of the Professional Services associated with each milestone. Within ten (10) days of Customer's receipt of such form, Customer may either sign such form confirming Customer's acceptance of such milestone or provide Seller written notice disputing such milestone completion. If Customer provides written notice of a dispute, such milestone shall be deemed accepted by Customer immediately once such defects are remedied by Seller. If Customer fails to sign the applicable form or provide Seller written notice of a dispute, then the applicable milestone shall be deemed accepted by Customer upon the expiration of such ten (10) day period.

b) For Third Party Support Services: One Hundred percent (100%) of the Price attributable to the cost of third party support services as specified in the Solution Summary will be invoiced and due prior to commencement of the third party support services.

c) For Managed Services: Customer will be invoiced for Managed Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

d) For Maintenance Services: Customer will be invoiced for Maintenance Services annually in advance and such invoices are due prior to the commencement of the applicable twelve (12)-month period.

9. **FINANCING OPTION**: If Customer elects to lease the pertinent Products and/or Services, Customer:

a) Shall inform Seller of such election no later than the time that the applicable Solution Summary is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Solution Summary; and

- May assign a Solution Summary to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER:	**CONVERGEONE, INC.**	CUSTOMER:	***LEGAL ENTITY NAME***
Signature:	______________	Signature:	______________
Printed Name:	______________	Printed Name:	______________
Title:	______________	Title:	______________
Date:	______________	Date:	______________

ATTACHMENT A – TERMS AND CONDITIONS

ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. **PRICE; PAYMENT; TAXES; COST ADJUSTMENT.**

- Customer agrees to pay the price of each of the Products and/or Services described on an Order, together with freight, taxes, and any other itemized charges, fees, and costs in United States Dollars (the "Price").
- Except for material breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price.
- If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys' fees).
- Interest on any past due obligation shall accrue at the rate of one and one-half percent ($1^1/_2$%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
- For Managed Services and Maintenance Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows:
  - Upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

2. **REMEDIES UPON DEFAULT.** In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement and/or any Order related to this Agreement; (ii) regardless of whether this Agreement and/or any Order related to this Agreement is terminated, suspend further performance under this Agreement and/or any Order related to this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach

(including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. **INDEPENDENT CONTRACTOR.** Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

4. **CUSTOMER COOPERATION.** Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and/or the installation of Products. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Services. Cooperation shall include the following:

(a) Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;

(b) Customer shall make available such data as is necessary to adequately test the Products and/or Services;

(c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;

(d) Customer shall provide full, free, and safe access to Customer's facilities to allow Seller to meet its obligations hereunder;

(e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Services;

(f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third party consents and licenses needed by Seller to access such Managed Products and Supported Products; and

(g) If Seller provides an Update pursuant to Article IV, Section 2(f) of this Attachment A, or other new release of software as part of the Maintenance Services, Customer will promptly implement such Update or new release.

(h) Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller's access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller's access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. "Personal Data" is personal data of any employee, customer, or other individual.

(i) In order to mitigate any potential delays in the provision of Products and/or Services under any Order, Customer shall promptly perform all of its obligations set forth in this Agreement and the applicable Order(s). However, in the event of any Customer delay(s) which reasonably impact Seller's provision of Products and/or Services, Customer agrees that Seller may invoice Customer, and Customer agrees to pay Seller, for each applicable milestone or other periodic payment upon the originally anticipated completion date mutually agreed to by the parties in the applicable Order and/or as part of the project kick-off process.

5. **FORCE MAJEURE.** Seller shall not be liable for any loss, failure, or delay in furnishing Products, or providing Services, resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.

6. **ARBITRATION.** Except for any matters related to the collection of outstanding amounts due from Customer to Seller hereunder, Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity,) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.

7. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY

DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN SIXTY (60) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, UPON THIRTY (30) DAYS' WRITTEN NOTICE FROM CUSTOMER TO SELLER OF SUCH DELAY AND SELLER'S FAILURE TO CORRECT SUCH FAILURE WITHIN SUCH NOTICE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH ORDER; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE APPLICABLE ORDER WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER SUCH SOLUTION SUMMARY. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **NON-SOLICITATION OF EMPLOYMENT.**

Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of any Order, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. **AFFILIATE RIGHTS.**

(a) ConvergeOne. The Parties agree that any ConvergeOne Affiliate may sell Products and/or Services to Customer under the terms and provisions of this Agreement; provided, however, that only the ConvergeOne Affiliate that is the party to such sale is liable to Customer for the sale of such Products and/or Services. By signing a given Order for any such sale, the applicable ConvergeOne Affiliate and Customer agree that the terms and conditions of this Agreement will apply to such sale as if such ConvergeOne Affiliate were Seller under this Agreement, but only with respect to such sale. For purposes of this Agreement, "ConvergeOne Affiliate" means any corporation, partnership, or other entity that, directly or indirectly, controls (or is controlled by or is under common control with) Seller.

(b) Customer. Seller agrees that Seller approved Affiliates (as that term is defined below) may purchase Products and/or Services under the terms and conditions of this Agreement by signing an Order referencing this Agreement. The terms of this Agreement will be incorporated by reference in any such Order as if this Agreement were separately executed by such Affiliate (and solely by such Affiliate) and the term "Customer" used herein will be deemed as applying to such Affiliate for the purposes of the Order. The applicable rights, obligations and liabilities of Customer under each Order executed by Customer will be solely those of Customer, and none of the Affiliates will be responsible for any obligations or liabilities of Customer under such Order. The applicable rights, obligations and liabilities of an Affiliate executing an Order will be solely those of such Affiliate, and neither Customer nor any other Affiliate will be responsible for any obligations or liabilities of the Affiliate under the Order. Under no circumstances will Customer and any of the Affiliates be jointly or severally liable for the obligations of the others. "Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with Customer, where "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, cause or influence the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

10. **MISCELLANEOUS.**

(a) Merger. This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) No Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment. Notwithstanding the foregoing, (i) Seller may, without notice, assign the Agreement, in whole or in part, or any of its rights hereunder to an affiliate or entity which acquires all or substantially all of Seller's assets (with an "affiliate" for purposes of this section meaning (a) any corporation or other entity owning, either directly or indirectly, a majority of the outstanding stock of Seller ("Parent") or (b) any corporation or other entity in which a majority of the ownership interest is held either directly or indirectly by Parent or Seller); and (ii) Seller may assign all of its rights and delegate all of its obligations with respect to any order that relates to the performance of Professional Services and/or delivery of Products at any location that is outside of the United States of America to one or more third parties believed by Seller in good faith to be capable of providing such goods and services.

(c) Notices. Any notice required or permitted under this Agreement shall be in writing and delivered to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate and shall be: (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by first class mail, properly addressed and with the correct postage.

(d) Acknowledgment and Authority. By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) Secrecy and Confidentiality. Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonable assistance, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.

(f) Intellectual Property Rights. Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Articles II-IV of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Customer's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.

(g) No Resale. In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.

(h) Waiver. If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

( ) Severability. In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(i) Survival of Terms. Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regard to its choice or conflicts of law principles.

(k) Counterparts and Electronic Signature. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one

(1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES

1. TITLE; RISK OF LOSS. Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. SECURITY INTEREST. Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer's obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES. Seller represents and warrants that, immediately prior to the sale of Products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Products to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by Seller.

1) Direct OEM Warranty. Customer receives the OEM's warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) Indirect OEM Warranty. If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer's sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) Seller Warranty for Refurbished Products.

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of delivery of the Products if such Products are installed by Customer; or (ii) the date of Products installation if such Products are installed by Seller.

ii) This warranty does not extend to Products or components thereof that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or components thereof; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If Products or Replacement Products do not conform to the Products warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair such Products so that Products conform to the Products warranty; or (ii) replace such Products with Products that conform to the Products warranty ("Replacement Products"). Replacement Products are warranted as outlined above for the remainder of the original applicable Products warranty period. The original Products that were replaced become the property of Seller. Seller will not charge Customer for the Replacement Products. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace such Products, if the problem is not covered by the Products warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR THE IMPACTS OF FOR SUCH USE) OF COMMON CARRIER SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS. UNLESS

to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

6. **TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.**

(a) Managed Services Term. Unless a different term is specified on the pertinent Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) Termination Rights of Managed Services.

1) For Convenience. Unless otherwise specified on the pertinent Solution Summary, or in the applicable Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) For Cause. Either Party may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

7. **MANAGED SERVICES WARRANTIES; DISCLAIMERS.**

(a) Managed Services Warranty. Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MAINTENANCE SERVICES

1. **DEFINED TERMS OF ARTICLE IV.**

(a) "Added Products" are those additional Customer-acquired products of the same type and manufacturer(s) as the existing Supported Products.

(b) "End of Support" occurs when the manufacturer declares a Supported Product "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation.

(c) "Extended Support" is the limited set of Maintenance Services provided by Seller when certain Supported Products are subject to End of Support.

(d) "Host" is a third party service provider.

(e) "Maintained Products" means collectively, the Supported Products and the Supported Systems

(f) "New Software" includes patches, Updates, or feature upgrades for Supported Products.

(g) "Supported Products" are (1) all hardware and/or software identified on a Maintenance Services Order Form for which the Maintenance Services are to be provided; and (2) Added Products.

(h) "Supported Sites" are the locations specified on a Maintenance Services Order Form or Statement of Work.

(i) "Supported Systems" are the networks specified on a Maintenance Services Order Form, and/or a group of Supported Products.

(j) "Replacement Hardware" is hardware that Seller provides as part of the Maintenance Services.

(k) "Vendor Management" are certain functions Seller performs to instruct third party vendors, or request products or services on Customer's behalf from third party vendors, under Customer's supply contracts with such third party vendors.

2. **PROVISION AND SCOPE OF MAINTENANCE SERVICES.**

(a) Order Form and Provision of Maintenance Services. Seller will provide the Maintenance Services for Supported Products or Supported Systems at Supported Sites, as described further in the Solution Summary. The Price set forth on the pertinent Solution Summary is based on the port and item counts provided to Seller. If the actual quantities of ports that are maintained at the inception of the Solution Summary vary by more than five percent (5%) from the port count provided to Seller, and/or there is a discovery of additional items, Seller reserves the right to adjust the Price on the applicable Solution Summary to reflect the actual quantities being maintained. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

(b) Title and Risk of Loss of Supported Products. Except for Products sold by Seller to Customer under the terms and provision of this Agreement, title to the Supported Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Supported Products. Title to any Replacement Hardware (as defined in Article IV, Section 2(h) of this Attachment A) (if applicable) provided by Seller as part of the Maintenance Services will pass to Customer when installed. Customer bears the risk of loss, theft, destruction, or damage to the Supported Products (each, a "Loss"), and Customer will promptly provide Seller with written notice of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Supported Products for the full replacement value of the Maintained Products. Upon the request of Seller, Customer will provide Seller with evidence of this insurance.

(c) Monitoring. Seller may electronically monitor Maintained Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the Statement of Work.

(d) Error Correction. Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications applicable when the Supported Product was originally purchased or originally licensed by Customer.

(e) Help Line Support. Where the Maintenance Services include help line support, Seller will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Solution Summary.

(f) Updates. Where the Maintenance Services include the provision of Updates, Seller will make available to Customer such Updates as the manufacturer makes available to Seller. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). Seller, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may either be remotely installed by Seller (or its subcontractor) or delivered to Customer for installation by Customer.

(g) End of Support. The Seller may discontinue or limit the scope of Maintenance Services on a Supported Product for which the manufacturer has declared End of Support. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Solution Summary and the Price adjusted accordingly. For certain Supported Products subject to End of Support, Seller may continue to offer Extended Support. Where Seller chooses to provide such Extended Support, the description of such Extended Support, and the fees associated therewith, will be available at the time notice is sent by Seller to Customer. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.

(a) Replacement Hardware. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will only be furnished on an exchange basis. Immediately upon Customer's receipt of Replacement Hardware, or installation of the Replacement Hardware by Seller, as applicable, the hardware being replaced by Seller will become the property of Seller. Seller represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if Seller is not the manufacturer of such Replacement Hardware, Seller will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.

(h) Added Products. If Customer acquires Added Products and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will automatically be added to the Solution Summary at the then current fees charged by Seller as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Maintenance Term (as hereinafter defined). Added Products purchased from a party other than Seller are subject to certification by Seller at its then current certification rates. If an Added Product fails certification, Seller may choose not to add such Added Product as a Supported Product.

(i) General Limitations. Unless a Statement of Work provides otherwise, Seller will only provide Maintenance Services on software for (i) the unaltered current release of such software, and (ii) the prior release of such software.

The following items are included in the Maintenance Services only if the Statement of Work specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Seller (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures, power surges, or lightning strikes); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the commencement of Maintenance Services pursuant to the terms of the pertinent Solution Summary.

3. **CUSTOMER RESPONSIBILITIES FOR MAINTAINED PRODUCTS.**

(a) Provision of Supported Products and Supported Systems. Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

(b) Moves of Supported Products. When Customer seeks to move any Supported Product, Customer will notify Seller. Only Seller or its authorized agent may move Supported Products. Seller may charge additional amounts to recover any additional costs incurred in providing the Maintenance Services that result from the move of Supported Products by a party other than Seller or its authorized agent.

(c) Identification of Maintained Products. Customer will not remove any identification tags or other markings from any Maintained Product.

(d) Vendor Management Authorization. Where Seller is to perform Vendor Management functions, Customer will provide Seller with a letter of agency or similar document, in a form that is reasonably satisfactory to Seller, that authorizes Seller to perform the Vendor Management. Where the third party vendor's consent is required for Seller to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide Seller with a copy of such written consent.

(e) Third Party Hosting. For Maintenance Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by Seller are associated with systems owned, managed, and/or hosted by a Host, Customer will (i) notify Seller of the Host prior to commencement of the Maintenance Services; (ii) obtain Host's advance written consent for Seller to perform the Maintenance Services on Host's computer systems and provide to Seller a copy of such written consent; and (iii) facilitate necessary communications between Seller and Host in connection with the Maintenance Services.

4. **SOFTWARE LICENSES OF MAINTAINED PRODUCTS.** Where the Maintenance Services include providing New Software, the New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the New Software is provided. Where there is no existing license for the original software, New Software will be provided subject to the current license terms and restrictions of the manufacturer for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license are in "shrinkwrap," "clickwrap," or some other form.

5. **TERM AND TERMINATION RIGHTS OF MAINTENANCE SERVICES.**

(a) Maintenance Services Term. Unless a different term is specified on the applicable Solution Summary, Seller will provide the applicable Maintenance Services for a term ("Maintenance Term") of one (1) year. Following the expiration of the Maintenance Term and subject to the terms of Attachment A, Article I, Section 1(e), Maintenance Services will automatically renew for successive one (1) year periods (each a "Maintenance Renewal Term") unless, at least thirty (30) days prior to the expiration of the Maintenance Term or the applicable Maintenance Renewal Term, Customer or Seller provides the other with written notice of its intent not to renew.

(b) Termination Rights of Maintenance Services.

1) For Convenience. Unless otherwise specified on the pertinent Solution Summary, Customer may terminate Maintenance Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Maintenance Services for (i) twelve (12) months; or (ii) the remainder of the Maintenance Term or the applicable Maintenance Renewal Term.

2) For Cause. Either Party may terminate the applicable Maintenance Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or such Maintenance Services included in the pertinent Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent, or insolvency proceedings are instituted against such other Party.

6. **MAINTENANCE SERVICES WARRANTIES; DISCLAIMERS.**

(a) **Maintenance Services Warranty.** Seller represents and warrants to Customer that the Maintenance Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the pertinent Solution Summary. If the Maintenance Services have not been so performed, and if within thirty (30) days after the performance of the Maintenance Services Customer provides Seller with a written notice of such non-compliance, then Seller, at its option, will re-perform the Maintenance Services, correct the deficiencies, or render a prorated refund based on the original Price for the deficient Maintenance Services. The warranty remedies expressly provided in this Article IV, Section 6 of Attachment A will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE IV, SECTION 6 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MAINTENANCE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MAINTENANCE SERVICES WILL RENDER A SUPPORTED PRODUCT OR SUPPORTED SYSTEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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)*
____________________	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.

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

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

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

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)

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	$

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)

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

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