JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7536

This contract entered into this 13th day of July 2026, by Optus, 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 30, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 (a) Negotiations Summary, dated June 12, 2026

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

CONTRACTOR:	PURCHASING AGENCY:
By: David Sluder (Signature)	By: Katie Forsyth (Signature)
David Sluder (Printed Name)	Katie Forsyth (Printed Name)
Title: COO	Title: Buyer Senior

Rev. 5/12/21

1. Parties agree that items within this Negotiation Summary modify RFP# KBF-1253 and the Contractor's response to RFP# KBF-1253 and that this Negotiation Summary takes precedence in conflict.
2. All vendors on contract may be asked to submit quotes for future projects, but a contract does not guarantee any purchases will be made.
3. Contractor's Pricing Schedule

Item / Category	**Manufacturer**	**Discount Off List Price (Range)**
Structured Cabling – Copper	Superior Essex	10%–30%
Structured Cabling – Fiber	Corning	10%–25%
Connectivity & Jacks	Ortronics (Legrand)	20%–30%
Connectivity & Jacks	Panduit	10%–25%
Cable Management	Cablofil (Legrand)	10%–25%
Telecom Cable	Belden	10%–25%
Cable Management	Chatsworth (CPI)	15%–25%
Outside Plant / Fiber	CommScope	10%–25%
Labeling & Identification	Brady	10%–20%
Conduit & Innerduct	MaxCell	10%–20%
Telephony / IP Phones	AudioCodes	10%–25%
Telephony / Speakers	Gai-Tronics	10%–25%
Headend / RF Equipment	Blonder Tongue	10%–25%
Headend / RF Equipment	ARRIS	10%–25%
Test Equipment	Fluke Networks	5%–15%
Enclosures & Cabinets	American Products	10%–25%
Pathway Hardware	Caddy	15%–25%
Network Power Infrastructure	Emerson Network Power	5%–15%
Wireless / Specialty RF	QFRF	5%–15%
Fiber Tools & Splicing	Sumitomo	10%–20%

Discounts vary by product line, volume, contract status, and availability. Not all products from a single manufacturer receive the same discount; therefore, ranges are provided with a typical starting point shown. Final pricing will be quoted per order.

a. Credit card fees may be negotiated or waived based on order value, with larger orders more likely to receive a waiver, but shall not exceed 3%.

b. Ground shipping fees for standard orders may be negotiated or waived based on order value, with larger orders more likely to receive a waiver.

   c. Restocking and return shipping fees on standard stock items may be negotiated or waived based on order value, with larger orders more likely to receive a waiver.

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 euorders@optusinc.com

6. Contractor agrees that all exceptions taken within their initial response to RFP# KBF-1253 that are not specifically addressed within this negotiation summary are null and void.

   a. For the avoidance of doubt, Contractor's Master Agreement submitted with proposal response is intentionally omitted from this contract at this time.

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

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:

Optus, Inc.

3423 One Place

Jonesboro AR

By: David Sluder
(Signature)

Name: David Sluder
(Please Print)

Date: 4/30/2026

Title: Chief Operating Officer

Web Address: www.optusinc.com

Phone: 870-974-7749

Email: shane.lerma@optusinc.com

Fax #: 870-974-7770

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 XDS #2 XDS #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.

RFP Response – Telecommunications Equipment and Supplies (RFP #KBF-1253)

Offeror Name: Optus, Inc.
Date: April 28th, 2026
Primary Contact: Shane Lerma
Business Development Manager
870-974-7788
shane.lerma@optusinc.com

I. Purpose

We acknowledge and agree to the purpose of this RFP and confirm our intent to supply telecommunications equipment and supplies in full compliance with all requirements.

II. Background

We understand the operational needs of James Madison University and have extensive experience supporting higher education institutions with voice, video, and data communications infrastructure.

III. SWaM Participation

Our organization supports the Commonwealth of Virginia's SWaM objectives. A completed SWaM Utilization Plan is included as Attachment B. This plan provides a list of subcontractors in the immediate area around James Madison University. These would be the organizations most likely to be deployed for professional services to the University. Please note that Optus utilizes over 14,000 subcontractors across the United States, and the majority are SWaM or MBWE businesses. We have attached a sample SWaM Reporting Template to show the availability of these organizations nearby. Please note that some information may not be included in the sample; contact us for additional details if necessary.

IV. Statement of Needs

We confirm acceptance of all requirements and provisions listed in this section.

IV A. Requirements & Provisions:

1-7. We confirm acceptance of all of the requirements and provisions listed in Section IV A with the possible exception of quotes that show the List Price and Discount percentage. Accommodation can be made for the University with special order formats if required. The attached order form provides a potential format for these values. All other requirements, including authorized manufacturer relationships, delivery FOB destination, pricing transparency, warranty support, return policies, and compliance with tariff and tax documentation requirements, are confirmed.

IV. B Ordering & Delivery Process

1. We confirm acceptance of all requirements and provisions listed in Section IV B.
2. We have successfully supplied telecommunications equipment and advanced technology solutions to numerous institutions, including Dyersburg State Community College, Southwest Tennessee Community College, Vanderbilt University, University of California Davis, University

of California Riverside, Waubonsee Community College, University of Iowa, University of New Mexico, and many more public and private universities nationwide.

3. Shane Lerma, whose contact information is listed above, will be the primary contact for James Madison University. Additional contacts, such as our Customer Success Manager or Sales Operations Manager, will be available as needed or in the event the primary contact is absent.
4. Our experience includes a wide range of products and services, including structured cabling, fiber optics, networking hardware, unified communications, contact centers, cybersecurity, connectivity, data center infrastructure, artificial intelligence, mobility, IoT, and much more. Our portfolio represents well over one thousand manufacturers as well as several hundred as service providers.
5. For orders, you have options to call or email the primary contact, as well as enter requests on our portal.
6. Quotes are provided within 1-2 business days for standard items and include list price, discount, and net price. Standard in-stock items ship within 24–48 hours, with expedited options available. All shipments are FOB Destination.
7. We maintain manufacturer-supported inventory levels to ensure rapid fulfillment for most items.
8. No fault returns are accepted by the specific manufacturer's policy, with some items having restocking fees up to 20%.
9. Optus provides an advanced replacement on equipment purchases for 30 days from the invoice date. After 30 days, Optus will facilitate the original manufacturer's warranty for the term of their warranty period. Warranties may be supplemented by purchasing an Optus Maintenance Agreement. Most manufacturer warranties range from 30 days to 5 years based on the specific item.
10. Defective or damaged items are replaced promptly at no cost to the university. The primary contact will verify applicable information, such as part and serial numbers, the original PO, and the reason for the return.
11. We confirm acceptance of all requirements and provisions listed.
12. The Attachment B SWaM Utilization Plan is attached.

V. Proposal Preparation and Submission

This proposal is organized in accordance with the RFP structure and references each applicable section as requested.

James Madison University had $13,687.21 in spend to Optus in 2025.

VI. Pricing

Pricing schedules, discounts, and sample quotations are provided in Section X and associated attachments.

VII. General Terms and Conditions

We agree to all General and Special Terms and Conditions as stated in the RFP without exception.

VIII. Special Terms and Conditions

We agree to all General and Special Terms and Conditions as stated in the RFP without exception.

IX. Method of Payment

Understood.

X. Pricing Schedule

We agree to all General and Special Terms and Conditions as stated in the RFP without exception.

1. See attached pricing schedule labeled Section _X_ Pricing_Schedule_Template.
2. Understood.
3. Additional discounts are provided on large quantities, but this will vary based on product and quantity.
4. For credit card payments, a 3% process fee will be billed.
5. Please see the Sample quote attached in the eVA portal.

XI. Attachments

Attachments A and B are below. Signed Attachment B, Attachment C, and sample Attachment E are attached in the eVA portal along with this document. In addition, Section X pricing is also available on the portal. Optus also acknowledges the receipt of Addendum #1 and fully complies.

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 35 Months 0

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 #
Prosper ISD	2 Years	301 Eagle Dr. Prosper, TX 75078	Dan Lovitt (469) 219-2090
Kansas City Public Schools	1 Year	2901 Troost Ave, Kansas City, MO 64109	Melinda Shoemaker (816) 418-7757
Dyersburg State Community College	15 Years	1510 Lake Rd Dyersburg, TN 38024	Josh Duggin (731) 286-3338
Bullhead City	13 Years	2355 Trane Rd Bullhead City, AZ 86442	Randy Scheffert (928) 763-0119
Henry County	15+ Years	1695 HWY 20 West McDonough, GA 30253	Dan Newcombe (678) 583-2510

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

   David Sluder, COO
   Optus Inc.
   3423 One Place
   Jonesboro, AR 72404

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: _David Sluder________________________ **Preparer Name:**_Shane Lerma________

Date: _4/28/2026

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

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

Item / Category	Manufacturer	Discount Off List Price (Range)
Structured Cabling – Copper	Superior Essex	10%–30%
Structured Cabling – Fiber	Corning	10%–25%
Connectivity & Jacks	Ortronics (Legrand)	20%–30%
Connectivity & Jacks	Panduit	10%–25%
Cable Management	Cablofil (Legrand)	10%–25%
Telecom Cable	Belden	10%–25%
Cable Management	Chatsworth (CPI)	15%–25%
Outside Plant / Fiber	CommScope	10%–25%
Labeling & Identification	Brady	10%–20%
Conduit & Innerduct	MaxCell	10%–20%
Telephony / IP Phones	AudioCodes	10%–25%
Telephony / Speakers	Gai-Tronics	10%–25%
Headend / RF Equipment	Blonder Tongue	10%–25%
Headend / RF Equipment	ARRIS	10%–25%
Test Equipment	Fluke Networks	5%–15%
Enclosures & Cabinets	American Products	10%–25%
Pathway Hardware	Caddy	15%–25%
Network Power Infrastructure	Emerson Network Power	5%–15%
Wireless / Specialty RF	QFRF	5%–15%
Fiber Tools & Splicing	Sumitomo	10%–20%

NOTE: Discounts vary by product line, volume, contract status, and availability. Not all products from a single manufacturer receive the same discount; therefore, ranges are provided with a typical starting point shown. Final pricing will be quoted per order per Section X.

Optus remains committed to providing competitive, transparent, and auditable pricing throughout the term of the contract and will work collaboratively with JMU to ensure pricing remains consistent with the intent of the awarded Pricing Schedule.

Order Number: 00040673
Order Date: April 28, 2026

3423 One Place
Jonesboro, AR 72401

877-892-4900
info@optusinc.com
optusinc.com

Bill To:
James Madison University, Inc.
800 S MAIN ST
HARRISONBURG, VA 22807-0002

Ship To:
James Madison University, Inc.
1021 S MAIN ST
HARRISONBURG, VA 22807-1031

Qty	Part #	Description	Unit Price	List Price	Discount %	Extended Price
10	XTEAMSC430HDN	AudioCodes C430HD IP Phone	$237.72	$263.00	10%	$2,377.20
1	UCCHCS24B3P00RJN	Corning CCH 24F LC APC Cassette	$1,232.68	$1,385.00	11%	$1,232.68
10	BQ24-FR000000107233R	NEC DTZ-32D-3 Telephone	$150.00	$201.42	26%	$1,500.00
1	U6B2462BN	CAT6A Plenum Cable Blue 1000 ft	$1,115.00	$1,400.00	20%	$1,115.00
100	UHDJ6A00N	Ortronics HDJ6A CAT6A Jack	$20.91	$28.00	25%	$2091.00
1	XM6103427N	Brady Self-Laminating Wrap Labels	$73.11	$85.00	14%	$73.11
1	XMN10002WDFBN	QFRF MN1000-2W Mini Optical Node	$192.00	(Unknown)	N/A	$192.00

Subtotal: $8,580.99

Taxes: $0.00

Shipping: $495.00

Total Order Amount: $9,075.99

Notes:

Scope:

Approve this Quote: ___________________________________

Enter your PO Here: ____________________________________

Visit www.optusinc.com/warranties for applicable warranties. Prices valid for 30 days from date of quote. Price does not include applicable tax or shipping unless specified. Standard payment terms are Net 30.

ATTACHMENT B

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

Offeror Name: ______________________ **Preparer Name:** ______________

Date: 4/28/2026

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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.*

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O P T U S

3423 One Place
Jonesboro, AR 72401

888.892.4900
info@optusinc.com
optusinc.com

MASTER AGREEMENT

This MASTER AGREEMENT (the "Master Agreement") is made and entered into as of the 28 day of April 2026 by and between Optus, Inc., (the "Company"), an Arkansas corporation, and James Madison University, Inc. (the "Customer") whose principal office is located at 800 S MAIN ST HARRISONBURG, VA , upon the terms and conditions stated herein, each a "Party" and together, the "Parties".

TERMS AND CONDITIONS

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE:

1. INCORPORATION This Master Agreement shall govern (a) the sale, lease, and rental of any products or Equipment by Company to Customer; and (b) the provision of any services by Company to Customer, as supplemented by a Company Purchase Order or Statement of Work ("SOW"). This Master Agreement shall be incorporated into each Company Purchase Order and SOW entered into between Company and the Customer.

2. PURCHASE ORDER Company and Customer will enter into a purchase order in form approved by Company which along with this Master Agreement shall constitute a ("Company Purchase Order") for the sale, purchase, lease, and rental of any products or equipment ("Equipment"). Each Company Purchase Order shall constitute a separate, independent contract between the Parties. Capitalized terms used herein shall have the meanings defined herein or as used in the Company Purchase Order. While Company may acknowledge receipt of a purchase order issued by Customer by signing and returning the purchase order to Customer, any Customer terms and conditions and any specific order documentation, preprinted or otherwise, which conflict with the Master Agreement, shall be inapplicable and shall not modify this Master Agreement.

3. STATEMENT OF WORK Company and Customer will enter into a SOW for the provisions of services by Company to Customer (the "Services"). Each SOW shall constitute a separate, independent contract between the Parties. Capitalized terms used herein shall have the meanings defined herein or as used in the SOW. Each SOW, together with this Master Agreement, shall contain: (i) a detailed description of the Services to be performed; (ii) the amount, schedule, and method of compensation to be paid to Company by Customer for the Services; and (iii) the term of the SOW if different from the terms of this Master Agreement.

4. EFFECTIVE DATE This Master Agreement shall be effective on the date accepted and executed by an authorized representative of Company (the "Effective Date"). Unless sooner terminated according to the provisions of paragraph 25 and 28 hereof and subject to renewal as described in paragraph 25 hereof, this Master Agreement shall continue in effect for the Initial Term, commencing on the Effective Date.

5. ACCEPTANCE OF EQUIPMENT Customer will confirm the Installation of the Equipment by executing a delivery and acceptance certificate in form provided by the Company. It shall be conclusively presumed that Customer's execution of the delivery and acceptance certificate confirms the Customer's inspection, satisfaction and unqualified acceptance of the Equipment. Customer also agrees to execute any additional documentation required by any Lessor or Rentor of the Equipment necessary to confirm acceptance of the Equipment.

6. THIRD PARTY TERMS AND CONDITIONS This Master Agreement and Company Purchase Order or SOW shall be subject to the terms and conditions of any agreements of hardware products manufactured by third parties and software products created or licensed by third parties or provided to Customer by Company.

7. PAYMENT The payment schedule and payment terms shall be set forth in the Company Purchase Order or SOW. Company may charge interest for past due balances up to the maximum amount permitted by applicable law. Company may cancel or delay delivery of Equipment or Services when Customer is delinquent on any payments under any orders or SOW with Company. Deposits or down payments, if any, are non-refundable and Company shall retain them as liquidated damages for any unauthorized termination or cancellation of this Master Agreement or any Company Purchase Order or SOW by Customer. If the transaction for the Equipment is other than a cash purchase, the transaction shall also be subject to the terms of a separate conditional sales, rental or lease agreement. Customer may dispute charges in an invoice from Company by providing Company with a written statement describing the dispute within thirty (30) days of receipt of the disputed invoice. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided in the Company Purchase Order or SOW. Any charge or expense not disputed within such thirty (30) day period shall be deemed accepted by the Customer.

8. TITLE/FINANCE Except as provided in paragraph 9 below, title to the Equipment shall vest in Customer only upon payment in full of the purchase price. Company shall retain, and Customer hereby grants Company, a security interest in the Equipment until all monies payable hereunder are paid in full. Customer hereby warrants to Company that all equipment traded in is free and clear of any liens or encumbrances. Company is hereby authorized to conduct a credit check of Customer and Customer authorizes third parties to promptly release all relevant information regarding Customer to Company. Customer hereby authorizes Company to file any financing statements deemed necessary or desirable by Company to perfect its security interest in the Equipment.

9. LEASES/RENTAL If Customer is acquiring use of the Equipment through a rental agreement ("Rental Agreement") or equipment lease (a "Lease") with an equipment lessor/rentor (a "Lessor/Rentor"), certain provisions of this Master Agreement will be modified as follows: (i) payment (the applicable Lessor/Rentor or Customer, as agreed by the parties will pay Company the purchase price for the Equipment per the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by Company and the Lessor/Rentor); (ii) title transfer (Company will convey title to the Equipment to the applicable Lessor/Rentor per the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by Company and the Lessor/Rentor); (iii) acceptance (as between Customer and the applicable Lessor/Rentor, the terms of Equipment acceptance shall be governed by the applicable Lease/Rental and other documentation entered into between Customer and such Lessor/Rentor; as between Company and such Lessor/Rentor, the terms of equipment acceptance shall be governed by the terms of the applicable Company Purchase Order or agreement, including any applicable Company additional terms and conditions, or such other terms and conditions as may be agreed to in writing by Company); (iv) warranties (subject to the last sentence of this

section, all warranties hereunder shall extend to and be enforceable by Customer); and (v) software licenses (Customer shall be an authorized end-user under any software licenses under this Master Agreement in connection with the Equipment, subject to the applicable license terms and conditions.) Notwithstanding this section, if the applicable Lessor/Rentor does not comply with the terms of this Master Agreement relating to items (i) and (iii) above, Customer continues to be responsible for the payment and acceptance obligations hereunder. As between the applicable Lessor/Rentor and Customer, the applicable Rental Agreement or Lease terms may modify the manner in which warranties hereunder are enforceable by Customer, provided that Company shall not be bound by any Rental Agreement or Lease terms that would modify Company's warranty obligations unless Company has agreed in writing to such modifications.

10. CUSTOMER DUTIES AND OBLIGATIONS AS TO EQUIPMENT

A. Customer represents and warrants to Company that Customer has obtained the requisite necessary permission and authority in order for Company's employees and agents to enter on Customer's premises and install the Equipment and all related apparatus at all times consistent with the requirements for installation.

B. Installation, support and/or service will be performed during Company's normal working hours at no additional charge on the Customer's side of interface equipment connecting the Equipment to the communications system operated by the provider providing the service.

C. Customer shall assure that the premises will meet temperature, humidity control, air conditioning and other environmental requirements set forth in applicable Equipment specifications, which Customer acknowledges receipt of and the premises will be dry and free from dust and in such condition as not to be injurious to the employees or agents of Company or the Equipment to be installed.

D. Customer shall provide necessary openings and ducts for cable and conductors in floors and walls if required for installation of Equipment as specified by Company.

E. Customer agrees to provide electric current for necessary purposes with suitable terminals in areas where it is required and in accordance with Equipment specifications. Customer acknowledges that the failure of Customer to provide dedicated electric current may cause Equipment malfunction. Customer agrees to install and maintain at all times AC power surge protection equipment in connection with the Equipment. If requested by Company, Customer shall immediately install central office and A/C "power conditioning" equipment. Customer agrees to provide installed metallic ground or grounds as required. Company shall not be responsible for any malfunctions or costs associated with the above.

F. Customer, at its expense, agrees to provide for the termination of any existing service agreement with any telephone communication vendors in accordance with the terms of Customer's agreement with such vendors, and for removal of any existing equipment and cabling as the Company may require.

G. Customer agrees to provide suitable and easily accessible floor space or wall space and to prevent storing of any materials, chemicals, or metallic objects that may be injurious to the Equipment or employees or agents of Company adjacent to where the Equipment will be used or installed.

H. Customer agrees to provide an "agency letter" or other required documentation authorizing Company to act as agent for Customer in ordering and scheduling necessary services from the telephone communication vendors and any long distance carriers, equal access carriers, and specialized carriers, whenever applicable. Customer shall be solely responsible for payment of the expense of such services. The Company shall not be responsible in the event the applicable utility fails to make available the necessary interconnect.

I. The Customer shall permit the Company reasonable access to the Customer's premises and the System for remedial maintenance service. The Customer shall also permit the Company to inspect the System under normal operating conditions.

J. The Customer shall permit the Company reasonable access to the Customer's premises and the System for remedial maintenance service.

K. The Customer shall also permit the Company to inspect the Equipment under normal operating conditions.

L. The Customer shall maintain the Equipment with the manufacturer's or supplier's recommended and current software releases.

11. COMPLETION OF INSTALLATION OF HARDWARE PRODUCT . Where Equipment is provided pursuant to this Master Agreement and Company Purchase Order, completion of installation shall occur upon the earlier of (1) completion of installation of the Equipment by Company according to its standard procedures; (2) Customer's execution of Company's delivery and acceptance certificate. The delivery and acceptance certificate will be deemed executed and installation complete if the Customer should fail to return the delivery and acceptance certificate to Company within ten (10) business days of receipt thereof or, alternatively, fail to provide Company with written notice within such ten (10) day period of the specific defects or non-conformity; or (3) the use of any of the Equipment by Customer's agents, contractors, employees, or licensees, for any purpose after its receipt ("Installation"). Prior to the completion of Installation, Company may repair or, at its option, replace defective or non-conforming parts or service after receipt of notice of defect or non-conformity from Customer. After completion of Installation, Customer's remedies shall be solely as provided herein.

12. PAYMENT TERMS The receipt or deposit of any monies received by Company as a down payment shall not be construed as acceptance of Customer's order. Acceptance shall only occur upon issuance of the Company Purchase Order or SOW, as applicable. The down payment shall be due upon execution by Customer of its order and shall be returned to Customer if its order is not accepted. The price(s) and charge(s) stated herein are subject to change without notice, but shall remain firm through the date of scheduled delivery provided Company's scheduled delivery date is not postponed by Customer. If Customer requests service from Company not included in the warranty or support selected by Customer and as provided herein, Customer shall pay Company for all work, services and materials performed or provided within ten (10) days of the invoice date or as otherwise posted on Customer's invoice from Company. In the event Customer fails to make any payment to Company on or before its due date, Company may, without notice, impose a late penalty equal to the lesser of one and one-half percent (1½%) per month on the unpaid amount for each calendar month (or fraction thereof) that such payment is in default or the highest interest rate permitted by applicable law. All costs of collection or for breach of this Master Agreement, including attorney fees, shall be paid by Customer.

13. ADDITIONS Customer agrees not to add to or modify the Equipment without the approval of Company. No unauthorized service or equipment vendors or technicians may add to or service the Equipment during the term of this Master Agreement, unless specifically authorized by Company. If Company approves additions to the Equipment, at the Company's option, an additional charge may be charged to the Customer under this Master Agreement to take into account the increased cost of servicing a Company Purchase Order or SOW and maintaining the additional equipment.

14. CHANGE ORDERS Any modification or change to this Master Agreement shall be by written Change Order only signed by both Company and Customer, which shall be incorporated herein as if set forth herein.

15. TAXES Customer shall pay Company any tax (except taxes based on Company's net income) on this Master Agreement, or measured by the prices, other charges, the Equipment, or Services furnished, or their use, however designated, levied or based whenever Company must pay and/or collect the tax from Customer according to applicable law, as interpreted by the departmental authorities of the applicable taxing unit. It shall be Customer's sole obligation after payment to Company to challenge the applicability of any tax. Any personal property taxes assessable on the Equipment after delivery shall also be paid by Customer.

16. RISK OF LOSS OR DAMAGE
A. Customer shall assume full risk of loss or damage to the Equipment immediately upon its delivery to Customer's location.
B. As long as Company holds a security interest in the Equipment, Customer shall:

(i) Maintain the Equipment in good operating condition; keep the Equipment free from liens and encumbrances; not use or permit use of the Equipment in any manner likely to be injurious to it; not remove or permit removal of the Equipment from its original location without the prior written consent of Company; not make or permit any alteration or repair of the Equipment without the prior written consent of Company; and permit inspection by Company at reasonable times; and
(ii) Unless included as part of the transaction type selected by Customer (e.g., Rental Agreement or Lease Agreement), procure and maintain insurance on the Equipment including but not limited to fire, water damage, extended coverage, vandalism and malicious mischief insurance for the full insurance value of the Equipment, with loss payable to Company and Customer as their interests shall appear.

17. MANUFACTURER'S WARRANTIES AS TO EQUIPMENT . The Company provides no separate warranties as to the Equipment but instead only warrants the support and services provided by Company to the extent described herein. Any warranties related to the Equipment itself shall be those provided solely by the manufacturer or supplier thereof. Where Company sells or licenses third party products or which are provided as replacement parts, any warranties given by the manufacturer or supplier of such third party products, which warranties are expressly made available by the manufacturer or supplier to be passed on to the Customer, shall be passed on by Company to Customer, subject to all limitations imposed on Company by the supplier or manufacturer. In no event shall Company have any liability with respect to such third party equipment, accessories, components, software, or warranties provided by such other suppliers or manufacturers, nor shall Company have any liability for failure of such suppliers or manufacturers to perform on their warranties. Warranties provided by the manufacturer or supplier of the Equipment vary by manufacturer and supplier and generally constitute a period for replacement of defective hardware components and do not include or cover charges for labor, advance replacement of materials or equipment, or for repair or replacement after the warranty period of the Equipment unless Customer maintains and timely pays for an additional maintenance support term. Equipment and hardware not supported by the manufacturer or supplier, but covered under a Company maintenance program is subject to best efforts only, for repair or replacement of a like product. Parts returned or removed during service shall become the property of the Company. Replacement parts may be new, remanufactured or refurbished, at the option of the Company.
No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the Equipment shall be or be deemed to be a warranty by Company for any purpose, nor give rise to any liability or obligation of Company whatsoever. Any modifications, relocation, alterations, additions, or repairs to the Equipment by anyone other than the supplier of manufacturer thereof may terminate the Equipment or hardware warranty; furthermore, such additions or modifications must be promptly registered with the Company. Failure to timely register the same may void the warranty provided by the manufacturer or supplier. Company shall not be liable for any damages caused by delay in delivery, installation or furnishing of the Equipment. Company is not responsible for issues created or caused through the connectivity of the Equipment through to the public network/carrier. Customer shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Equipment is to function.

18. COMPANY'S WARRANTIES AS TO SERVICES Company warrants all Services will be provided in a commercially reasonable manner. In the event of a breach of said warranty, Customer’s only remedy shall be to require Company to re-perform the Services.

19. STANDARD SUPPORT AND SERVICES PROGRAM FOR EQUIPMENT For a period of ninety (90) days following Installation, the Company shall provide without additional charge to Customer all labor and workmanship necessary to perform any necessary part replacements to the Equipment that are allowed by any manufacturer’s or supplier’s warranty covering the Equipment. The services will be provided by Company to

Customer during normal business hours (8:00 am to 5.00 pm Monday through Friday except holidays). Emergency services provided by Company during such ninety (90) day period outside of Monday to Friday 8.00 am to 5.00pm will be billed at the Company's then current overtime rate. The Company will begin provision of services for major or minor failures within twenty-four (24) hours of notification. The coverage provided by Company under this paragraph shall not include any replacement parts. Additionally, provision of the services described in this paragraph are contingent on the Customer not being in material breach of the manufacturer's or supplier's warranty, coverage not being excluded under the provisions of paragraph 24 hereof, or any of the other provisions of this Master Agreement. After expiration of ninety (90) days from the date of Installation, unless Customer has selected a Maintenance Program, all services provided by Company to Customer to perform any necessary parts replacements to the Equipment as covered by any manufacturer or supplier's warranty will be billed at Company's then published billable hourly rates.

20. LABOR - WORKMANSHIP WARRANTY All labor and services provided by Company pursuant to the provisions of this Master Agreement are warranted by Company for a period of ninety (90) days from the date of performance. In the event Customer notifies Company of a defect in the Company's performance within such period, the Company shall re-perform and replace the labor at no additional charge to Customer. Repair and replacement of the labor shall be the Customer's sole and exclusive remedy. In the event the Customer selects a support program pursuant to which Company is obligated to replace parts, the parts shall be warranted for a period of twelve (12) months following date of Installation (as defined in paragraph 7 hereof). In the event the Customer notifies Company of a defect for any part replaced by Company within such twelve (12) month period, Company shall repair or replace such part at no additional charge to Customer. Repair and replacement of defective parts shall be the Customer's sole and exclusive remedy.

21. THIRD PARTY PRODUCTS Company may resell or license third party equipment on a stand alone basis, as replacement parts, or as components of a Company manufactured product. Such equipment may be delivered to Customer with such third party supplier's usage guidelines and restrictions, software licenses, and/or warranties. In such situations, Customer agrees that its use of such third party equipment shall be subject to such guidelines, restrictions, licenses, and warranties. Third party manufacturer or supplier warranties passed indirectly to Customer through Company shall be governed by Section 17.

22. PROPRIETARY NOTICES, CONFIDENTIALITY, TRADEMARKS, LOGOS, AND TRADE NAMES Company or Company's suppliers or licensors own all right, title, and interest (including without limitation all intellectual property rights) in and to all drawings, designs, specifications, manuals, and software furnished by Company to the Customer. All such materials and software, as well as pricing information and any information marked by Company as "Confidential" or some other label indicating its confidentiality, are furnished in confidence to Customer, except as may be found in the public domain, and shall be held in strict confidence by Customer with the same degree of care with which Customer protects its own confidential information, but in no event less than reasonable care. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends from any copy of such materials and software that are (i) placed or embedded by Customer or it suppliers or licensors in the software, (ii) are displayed when the software is run, or (iii) are applied to the Equipment, their packaging, labels, or any other materials provided under this Master Agreement. All trademarks, logos, and trade names displayed on the Equipment and any related documentation are the property of Company or third parties, and Customer shall not use them without the prior written consent of Company or the third party that owns them. Customer agrees to keep secret and not to disclose any Company trade secrets, processors, or pricing information to Company competitors.
A. For purposes of this Master Agreement, "Confidential Information" shall mean information or material proprietary to the party disclosing such information ("Disclosing Party") or designated as Confidential Information by the Disclosing Party which the party receiving such information ("Receiving Party") may obtain

knowledge of or access to as a result of the disclosure pursuant to this agreement. This Confidential Information includes, but is not limited to, discoveries, concepts, ideas, software in various stages of development, systems information, designs, drawings, specifications, techniques, data and databases, codes, marketing information and development plans, business plans, projections, customer names, financial data, trade secrets, and any other information that the party disclosing identifies as such either in writing or orally.
B. Confidential Information shall not include information which: (i) has been published or disseminated without obligation or confidence or which otherwise is or becomes part of the public domain; (ii) is required to be disclosed by law or by order of any court or is authorized by the Disclosing Party, in writing, to be disclosed, (iii) was or is disclosed to the Receiving Party from a source other than the Disclosing Party without obligation of confidentiality; or (iv) was already known to the Receiving Party at the time of disclosure as evidenced by written documents or records.
C. The Parties agree to accept the Confidential Information received by each in confidence, and further agree that the Confidential Information belongs exclusively to the Disclosing Party and that the Receiving Party will not acquire any rights to use the Confidential Information of the Disclosing Party for its own benefit, the benefit of a third party, or for any purpose other than that as noted by the Disclosing Party and for the benefit of the Disclosing Party. Each of the Parties further agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of the Confidential Information as it uses with its own similar information that it does not wish to reveal, disclose, publish or disseminate.
D. The Customer nor Company will not at any time, without the prior written authorization of the Disclosing Party, reveal, disclose, report, publish or transfer Confidential Information, or any part thereof, to any third party, other than those employees of the Receiving Party who have a need to know the Confidential Information in connection with the purposes designated by the Disclosing Party and agree to be bound by the terms of this Master Agreement.
E. Upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, without making or taking copies thereof, all documents pertaining to the business of the Disclosing Party, irrespective of whether such documents relate to or concern Confidential Information.

23. CANCELLATIONS AND MODIFICATIONS No Company Purchase Order or SOW issued by Company may be terminated, canceled, or modified by Customer except by prior mutual written agreement between the parties. Where Customer breaches this clause, Customer agrees to forfeit its deposit or down payment, or, if no deposit or down payment was made, to pay to Company all damages incurred by Company, including costs incurred by Company, for equipment ordered for which manufacturing has begun, but has not been completed at the time of such breach, and a charge determined solely by Company to cover the reasonable costs of processing, order handling, retesting, repackaging, lost profits, and other damages, as determined in accordance with applicable law and this Master Agreement. This section shall not limit, and Company shall be entitled to pursue, any other remedies it may have under the law or in equity.

24. TERM This Master Agreement shall commence on the Effective date, and shall continue for the Initial Term, subject to renewal in accordance with paragraph 25 or early termination pursuant to paragraph 28 hereof.

25. TERMINATION Except as may be sooner terminated in accordance with the provisions of paragraph 30 below, this Master Agreement shall also remain in effect for the support and services period selected by Customer only so long as Customer continuously contracts for or receives support and/or service from Company for all of the Equipment covered by this Master Agreement from the time of acceptance of such Equipment. If Customer discontinues such support and/or service under this Master Agreement as to any portion of such Equipment, Company may immediately terminate this entire Master Agreement.

At the end of the Initial Term, the term of this Master Agreement shall automatically extend for additional successive terms of one (1) year each unless either party hereto gives written notice to the other party at leas thirty (30) days prior to expiration of the term then in effect of its desire not to renew the term of this Master Agreement. No refund will be due if Customer cancels support and services prior to the expiration of the term or if Company terminates this Master Agreement pursuant to its rights hereunder.

The remedies provided herein shall be cumulative and shall be in addition to all other remedies provided by law or equity.

26. ASSIGNMENT Company may assign this Master Agreement and convey its interest in the Equipment, or assign the right to receive payments without the Customer's consent. Customer may not assign this Master Agreement without Company's prior written consent.

27. EXCLUDED SERVICES The support and service to be provided by Company under this Master Agreement shall not include the following:
A. Failure to follow the Company’s, the sellers and/or manufacturer’s installation, operation or maintenance instructions;
B. Performing services in connection with the use of the Equipment in conjunction with other equipment, the unauthorized relocation of the Equipment, the unauthorized modification of the Equipment, the rewiring or rerouting of cables, or the addition or removal of accessories, attachments, features, or other devices;
C. Maintenance of Equipment from which the original identification marks have been removed or altered;
D. Misuse, abuse or negligent acts of persons other than the authorized agents of the Company;
E. The acts of third parties and acts of God (fire, power surges, lightening, water damage, etc.);
F. Back-up or restoration of Customer data, information or computer programs, whether or not used in conjunction with the Equipment;
G. Equipment not specifically identified above, and both in building and out of building wiring;
H. Unauthorized use of common carrier communication services accessed through the products of the Company (i.e., toll fraud, etc.);
I. Failure due to causes from non-Company supplied equipment, parts or software;
J. Defects due to unauthorized attempts to repair, relocate, maintain, service, add to or to modify the Equipment by the Customer or any third party or due to the attachment and/or use of non-Company supplied parts, equipment or software without Company’s prior written approval;
K. Equipment which is worn out or obsolete and cannot be reasonably repaired or replaced due to the unavailability of spare parts from the original equipment manufacturer or which is no longer supported by the original manufacturer;
L. Computer viruses and other changes to the operating system or environment which adversely affects the Equipment);
M. Defects, problems, or failures created by third party products (except those comprising parts or components of the Equipment;
N. Failure of Customer to use or take any proper precautions under the circumstances; and
O. Disruption or interruption of access to the Equipment caused by services provided by third parties.

If Company is called upon to service or repair the Equipment which falls under this paragraph, a separate invoice will be issued for labor, parts and expenses at prevailing per-call rates and prices.

28. DEFAULT BY CUSTOMER . Customer shall be in default under this Master Agreement upon: (i) failure by Customer to make any payment due Company within ten (10) days of receipt of notice from Company that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Master Agreement within thirty (30) days of receipt of notice from Company; (iii) a failure to grant Company access to the Equipment as set forth in paragraph 10 of this Master Agreement; (iv) a default

by Customer or any affiliate of the Customer under any other obligation to or agreement with Company, or assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (v) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). Upon the occurrence of any event of default hereunder, Company may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Master Agreement and any and all other agreements between the parties until the default is cured or corrected, and the Customer shall remain liable to Company for all amounts payable under this Master Agreement and such other agreements during any such period, (ii) declare all sums due and to become due to be immediately due and payable under this Master Agreement, (iii) commence collection action for all sums due and payable under this Master Agreement, (iii) commence collection action for all sums due and to become due hereunder including, but not limited to, costs and expenses of collection and reasonable attorney's fees, or (iv) terminate this Master Agreement. Remedies shall be cumulative and there shall be no obligation for Company to exercise a particular remedy and the exercise of one or more remedies shall not preclude the Company from exercising the other remedies set forth herein or those allowable by applicable law.

Prior to resumption of services under this Master Agreement, Company may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Company's per-call rates and terms then in effect. Any repairs or adjustment which Company determines are required due to: (i) the use of any non-Company parts, (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of services by Company, or (iii) any of the exclusions from coverage set forth in paragraph 29 of this Master Agreement, shall be made at Company's time and material rates then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of service under this Master Agreement.

29. DEFAULT BY COMPANY Customer shall give Company written notice of any default by Company in the performance of any obligations to be performed by it hereunder, and if such default continues for a period of thirty (30) days after receipt by Company of a written notice from Customer specifying such default, then and in such event, Customer, at its election, shall be entitled to all remedies available at law or in equity, including termination of this Master Agreement and paying the fees only to the date of termination.

30. LIMITATION OF LIABILITY Company's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under the Master Agreement or related hereto, shall not exceed an amount equal to one (1) year's service and maintenance charges for the specific item of Equipment under the Master Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action or the amount paid by Customer to Company under a SOW during the preceding one (1) year period. Such maintenance changes will be those in effect for the specific item of Equipment when the cause of action arose. The foregoing limitation of liability shall not apply to claims by Customer or third parties for personal injury or damage to real property or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Company. In addition, Company shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to an act of God or other causes beyond the reasonable control of Company.

THIS IS A SERVICE AGREEMENT. THERE ARE NO COMPANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT AS OTHERWISE PROVIDED HEREIN) OF FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF COMPANY HAS BEEN

ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

31. FORCE MAJEURE Company will not be liable to Customer for any failure to fulfill its obligations under this Master Agreement due to causes beyond its reasonable control and without its fault or gross negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies

32. EXCLUSIVE JURISDICTION This Master Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. In the event that any clause, section, or provision hereof may be deemed unenforceable, the remainder hereof shall continue in full force and effect as if such unenforceable provision had been omitted. For the purpose of resolving any dispute arising out of or relating to this Master Agreement or otherwise, the parties hereby submit to the exclusive jurisdiction of the State Courts of Craighead County, Arkansas (for claims arising under state law) and the Federal District Court for the State of Arkansas sitting in Jonesboro, Arkansas (for claims arising under State and Federal law, or under Federal law), and agree that venue therein is proper and convenient. The parties shall not raise in connection with, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such claim, action or suit brought in the State of Arkansas.

33. WAIVER OF JURY TRIAL Customer hereby waives to the fullest extent permitted by law, any right they may have to a trial by jury of any dispute arising under or relating to this Master Agreement and agree that any such dispute shall be tried before a Judge sitting without a jury.

34. MISCELLANEOUS Company shall be permitted to disclose in summary form the nature of the work performed for Customer under an applicable Statement of Work. Customer agrees that Company may use Customer's name, logo and statements in its marketing and public relations material under an applicable Statement of Work. In addition, Customer agrees to furnish to Company examples and case studies on its successful use of the Services and technology utilized by Company. The information may be utilized by Company for marketing, sales and public relations materials, subject to written approval by Customer which will not be unreasonably withheld. Company shall not disclose proprietary business information or processes of the Customer

35. SEVERABILITY If any provision of this Master Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

36. EMPLOYMENT During the term of this agreement and for a period of one (1) year after termination, neither party nor any entity affiliated with either party, directly or indirectly, will solicit for employment, or hire or contract with, any employee, subcontractor or consultant who becomes known to the other party in connection with the performance of services provided under this agreement, without the express written consent of the other party.

37. ENTIRE AGREEMENT THIS AGREEMENT, INCLUDING ALL EXHIBITS AND ADDENDUMS TO THIS AGREEMENT AND/OR ALL SOWS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A WRITTEN CHANGE ORDER SIGNED BY THE AUTHORIZED REPRESENTATIVE OF THE COMPANY AND AN AUTHORIZED REPRESENTATIVE OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SUPPORT AND/OR SERVICE IS PROVIDED “AS IS”. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS IN THIS MASTER SERVICES AGREEMENT AND ANY EXHIBIT OR ADDENDUM TO THIS AGREEMENT, OR ORDER FORM SIGNED UNDER THIS AGREEMENT, THE TERMS OF THE EXHIBIT, ADDENDUM, OR ORDER FORM SHALL PREVAIL TO THE EXTENT OF ANY INCONSISTENCY. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY THEREIN, NO TERMS OR CONDITIONS STATED IN A CUSTOMER PURCHASE ORDER OR IN ANY OTHER CUSTOMER ORDER DOCUMENTATION (EXCLUDING ORDER FORMS) SHALL BE INCORPORATED INTO OR FORM ANY PART OF THIS AGREEMENT, AND ALL SUCH TERMS OR CONDITIONS SHALL BE NULL AND VOID.

CUSTOMER BY ITS SIGNATURE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT (INCLUDING ATTACHMENTS) AND UNDERSTANDS IT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

OPTUS, INC. **BY AUTHORIZED REPRESENTATIVE SIGNATURE**

Printed name:

Title:

Date:

CUSTOMER BY AUTHORIZED REPRESENTATIVE SIGNATURE

Printed Name:

Title:

Date:

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
Advanced Telephone & Data	1				WB (SWaM)	$
Computer Cabling & Technology Services	1					$
Epitome Networks (formerly Total Technol	2					$
ER Communications, LLC	2					$
Johnny's Jacks	1					$
Suite Office Systems	1					$

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

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Telecommunications Equipment and Supplies for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

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

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

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

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

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

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

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

IV. STATEMENT OF NEEDS

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

A. **Requirements & Provisions:**

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

B. **Offerors shall provide detailed responses to the following:**

1. Confirm acceptance of above requirements and provisions.

2. Describe experience in working with educational institutions or organizations similar in size to James Madison University.

3. Identify names and contact information for representative(s) who will be assigned to James Madison University's account. Specify what role they will have in servicing JMU.

4. Provide a complete list of manufacturers your firm is an authorized reseller for telecommunications equipment and supplies. Authorized reseller is defined as a business entity that has a direct relationship with and makes purchases of products from manufacturing companies and then resells these products again to the consumers. Pricing (discount off list is assumed) to be provided in **Section X. *Pricing Schedule***).

5. Describe in detail the ordering process including obtaining price quotes and lead times.
6. Describe delivery options and policies, including turnaround time for in-stock and rush orders, for the telecommunications equipment and supplies being offered. All orders shall be FOB Destination and is preferred to include all shipping/freight charges in the quoted unit price (not list freight as a separate line item). Include information regarding delivery costs and/or free delivery in **Section X. *Pricing Schedule***..

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

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

9. Describe available warranties.

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

11. If the Contractor is impacted by unforeseen or modified taxes, duties, tariffs, or similar measures imposed by any U.S. or foreign authority, on the Contractor's offerings, (including materials, equipment, hardware, software, or services, etc.) the Contractor shall provide sufficient evidence to the University showing the unit price paid as of the contract award date or Purchase Order issuance date (whichever is earlier), the applicability of the tariff to the specific goods or materials, and proof of payment of the increased tariff or duty. The evidence must allow the University to confirm that the tariff caused the price increase without markup. Any misrepresentation regarding additional payments due to tariffs shall be considered fraud under the Virginia Fraud Against Taxpayers Act and may subject the Contractor to treble damages.

    Contractor shall acknowledge.

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

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

a. **ELECTRONIC SUBMISSION**:

i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, “eVA Procurement Website and Registration” for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.

ii. eVA Procurement Website and Registration The Commonwealth’s procurement portal, eVA, located at http://www.eva.virginia.gov, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select “Register Now” on the eVA website homepage, http://www.eva.virginia.gov. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select “I Sell to Virginia”. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

b. **PAPER SUBMISSIONS:**

i. **One (1) original** and **one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.

ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information**, **provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked *“Redacted Copy”* on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary

or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.
No other distribution of the proposal shall be made by the Offeror.

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

4. Proposal Preparation

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

   b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

   d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)

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

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

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

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification,

under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

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

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

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

VII. GENERAL TERMS AND CONDITIONS

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

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

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

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

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

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

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

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

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

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

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

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

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

    a. By mutual agreement between the parties in writing; or

    b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

    c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

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

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

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

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

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

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

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

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

    a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

    b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

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

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

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

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

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

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

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

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

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

AA. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

BB. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: ____

Name of Offeror	Due Date	Time

____

Street or Box No.	RFP #

____

City, State, Zip Code	RFP Title

Name of Purchasing Officer: ______________________________

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

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

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

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

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

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu** . When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu** .

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

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

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

R. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

T. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

IX. METHOD OF PAYMENT

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

X. PRICING SCHEDULE

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

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

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

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

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

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

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

SAMPLE FOR QUOTATION:

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

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

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

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

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

   Years_______ Months_________

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

   ____

   ____

   ____

   ____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:____

   ____

   ____

   ____

ATTACHMENT B

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

Offeror Name: ___________________________________ Preparer Name: ___________________

Date: ________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date:______________

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

If yes, certification number: ____________ Certification date: ______________

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: ______________________________________ Date Form Completed:______________

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

Offeror / Proposer:

__________________________________ ____ __________________________________

Firm Address Contact Person/No.

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

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No.__________

This contract entered into this__________day of_______________20____,by ______________________ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From__________________ through___________________

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated ____________________:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

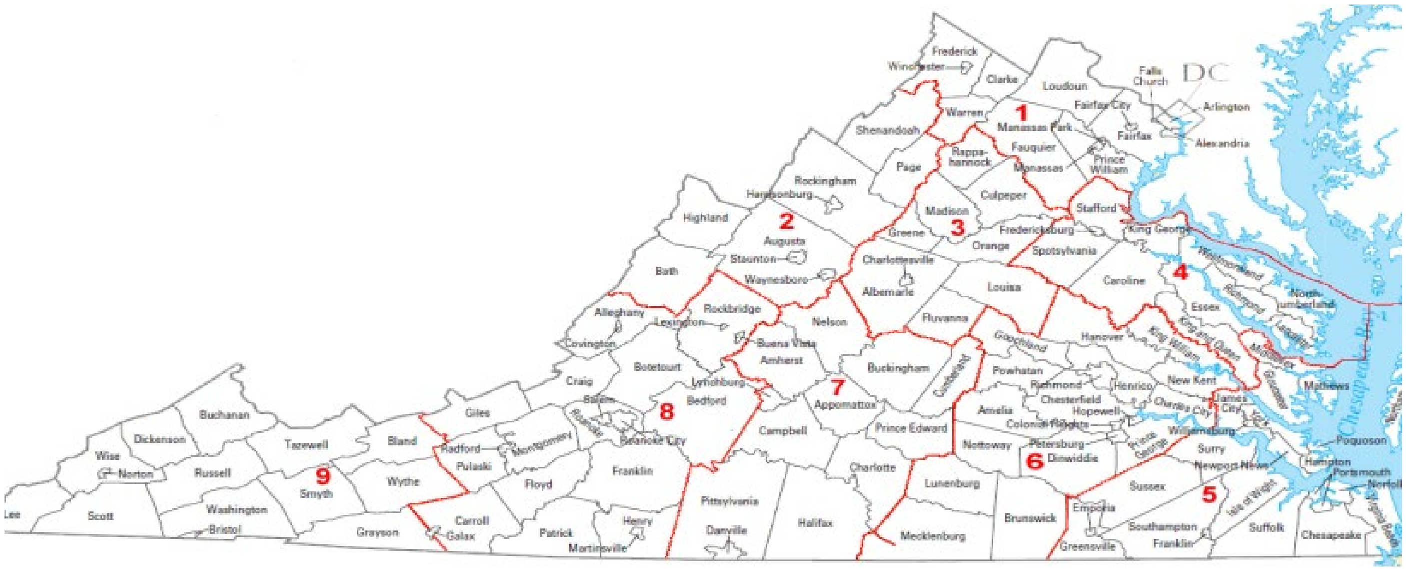
(3) The Contractor's Proposal dated ____________________and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated ____________.

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

CONTRACTOR:	PURCHASING AGENCY:
By:________________________________	By:________________________________
(Signature)	(Signature)
________________________________	________________________________
(Printed Name)	(Printed Name)
Title:______________________________	Title:______________________________

ATTACHMENT D

Zone Map



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

List of member institutions by zones

Zone 1

George Mason University (Fairfax)

Zone 2

James Madison University (Harrisonburg)

Zone 3

University of Virginia (Charlottesville)

Zone 4

University of Mary Washington (Fredericksburg)

Zone 5

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

Zone 6

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

Zone 7

Longwood University (Farmville)

Zone 8

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

Zone 9

University of Virginia - Wise (Wise)

KBF-1239 Attachment E

Reporting Instructions

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

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

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

*Subcontractor Reporting Form must be completed and submitted quarterly to swamreporting@jmu.edu *Payment may be withheld by terms of the contract if complete and accurate information is not submitted* *For questions or concerns contact Phillip Ewell (swamreporting@jmu.edu or 540-568-7999)

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

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

April 23, 2026

ADDENDUM NO.: ONE
TO ALL OFFERORS:

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

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

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

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

Signify receipt of this addendum by initialing *"Addendum #_1_"* on the signature page of your proposal.

Sincerely,

Katie Forsyth

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

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