

UNIVERSITY OF MARY WASHINGTON

where great minds get to work

Procurement Services

Contract #UCPUMW 15-363
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Contract

This contract entered into this 17th day of August, 2015, Cox Virginia Telcom, LLC, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: September 1, 2015 - August 31, 2020, with five (5) one-year renewal options.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, all negotiated terms, subsequent clarifications and modifications as described in Attachment I, the Contract Form Addendum to Contractor's Form, and the Cox Business Commercial Services Agreement to the extent that it does not conflict with any of the foregoing, all of which are incorporated herein by reference and constitute the 'contract documents.'

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: Dan McEnnis

Title: Dir Cox Business

Date: 8-19-15

FEI/FIN#: _____

Phone: 703-480-4759

Email: Dan.McEnnis@Cox.Com

PURCHASING AGENCY:

By: [Signature]

Title: AVP for Business Services & CPO

Date: 8/24/15

Note: This public body does not discriminate against faith-based organizations in accordance with the Governing Rules §36 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

ATTACHMENT I

The services ordered by the University and agreed to by Cox will be ordered via a mutually agreed upon Customer Services Agreement presented by Cox, and Contractor's Form Addendum presented by UMW which shall both be part of the contract documents. Any renewal of the services after the initial term will not require any additional Customer Services Agreements to be executed. The following pricing and other terms have been mutually agreed upon by both the Contractor and UMW:

I. Cox Optical Fiber Internet Access

The University will implement the 400Mbps/30Mbps for the Fredericksburg and Stafford Campuses respectively at the beginning of this contract term.

- Fredericksburg Campus – 200Mbps circuit - \$1,870.00/mo
- Fredericksburg Campus – 400Mbps circuit - \$2,180.00/mo
- Stafford Campus – 30Mbps circuit - \$355.00/mo
- Stafford Campus – 60Mbps circuit - \$790.00/mo
- Total Setup costs - \$0

The University may decide to increase the bandwidth at any time during the contract given 30 days' notice and use any combination of usage above. Any changes to the Contract and/or services must be mutually agreed upon via a written amendment.

II. Satellite Locations to Service

The following locations will be serviced by the Contractor for both Internet and Television services under this contract.

Address	Service	Internet Cost	TV Cost	Total Monthly Cost
908 Charles St. (JMM)	Internet 30M/10M	\$74.99		\$74.99
915 Monroe St. (Cornell House)	Internet 30M/10M, TV	\$74.99	\$19.99	\$94.98
1104 College Ave.	Internet 30M/10M, TV	\$74.99	\$59.99	\$134.98
1125 Jefferson Davis Hwy Suite 200	Internet 30M/10M	\$74.99		\$74.99
224 Washington St. (Belmont)	Internet 30M/10M	\$74.99		\$74.99

III. Optional Additional Services

As future growth occurs, the University may purchase the following optional services from the Contractor as mutually agreed by the parties.

1. Cox Business Telephone Service:
 - PRI price not to exceed \$300 per PRI
 - DID price not to exceed \$0.15 per DID
2. Belmont Metro Ethernet:
 - 10M/10M, Fiber Point to Point Service to connect Belmont and 1301 College Avenue not to exceed \$300 per month per location (\$600 total)
3. Cox Business SIP Trunking Service

The optional additional services pricing for the PRI, DID, Belmont Metro Ethernet, and SIP Trunking is exclusive to the University of Mary Washington and is a conditional add-on service which is only made available to the University when bundled with a combination of Cox Optical Internet and Metro Ethernet, or multiple Optical Internet connections. The optional additional services can be made available to other Virginia state entities, however the pricing including the bundle discounts will vary for each entity. The University of Mary Washington qualifies for the add-on services, to be purchased at the University's option, with the implementation of the Stafford and Fredericksburg Optical Internet connections. The pricing for the optional additional services provided under this Contract is available only to the University and is not available to any other public entities. To the extent allowed under Virginia law, other entities may purchase services from Cox via this Contract, but pricing must be mutually agreed upon by Cox and the State entity.

IV. Additional Considerations

Cox offers UMW the following marketing options, which can be used concurrently, throughout the life of the contract:

1. Cox creates an On Demand virtual channel for UMW where 10 hours of UMW programs could be placed and viewed in the service area 24/7 ON Demand.
2. Cox airs 1 hour or 2 half-hour UMW programs on Cox Channel 77 and Cox Channel 74 per week.
3. Cox airs a 30 second UMW commercial or public service announcement in the service area in rotation twice a year.

V. Terms and Conditions

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: http://administration.umw.edu/procurement/files/2014/11/UMW-General_Terms-and-Conditions_Nov14.pdf

SPECIAL TERMS AND CONDITIONS:

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor on an individual case basis.

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 Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

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 Agreement does not preclude any participating entity from using other agreements or competitive processes.

CANCELLATION OF CONTRACT: 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.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for five (5) one-year successive periods after the initial five year term under the terms and conditions of the original contract. 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. If UMW is required to sign any additional vendor agreements such as a Commercial Services Agreement, this should only be required at initiation of the contract and not at subsequent renewal.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only at the time of renewals in the contract. The Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

Any proposed price increase will be subjected to a price reasonableness determination. If the price is deemed fair and reasonable and is competitive, the University will make the judgement to accept or not accept the price increase.

DBM 8-19-15

Contractor Initials/Date:

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON

CONTRACTOR NAME: CoxCom, LLC dba Cox Business; Cox Virginia Telecom, LLC dba Cox Business

TITLE OF CONTRACTOR'S FORM: Cox Commercial Services Agreement

DATE: August 18th 2015

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) individual proprietorship association partnership corporation governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Contractor. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986
18. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this

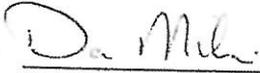
Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

19. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug-free workplace.

The Agency does not discriminate against faith-based organizations.

This contract is subject to appropriations by the Virginia General Assembly.

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

AGENCY by	<u></u>	CONTRACTOR by	<u></u>
Title	<u>AVP for Business Services + CFO</u>	Title	<u>Dir Cox Business</u>
Printed Name	<u>Erma A. Baker</u>	Printed Name	<u>Dan McInnis</u>



Commercial Services Agreement

Customer Account Rep: Brandon Thalman
Phone Number: (540) 374-8536
Fax Number: 1-877-873-8118

Cox System Address:
 3050 Centreville Road, Herndon, VA, 20171

Customer Information

Legal Name: University of Mary Washington
Legal Address: 138 Brickert St , Fredericksburg, VA 22405

Authorized Customer Representative Information

Name: Deborah Hovey
Phone Number: 5406541217
Fax Number:
E-mail: dhovey@umw.edu

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
Customer Location: University of Mary Washington, 121 UNIVERSITY BLVD, FREDERICKSBURG, VA 22406				Phone: 540-654-1217
				COX Account ID: 477-450891-01
Cox Optical Internet	60	1	\$355.00	\$0.00
Cox Optical Internet 30 M	60	1	\$355.00	\$0.00
Cox Optical Internet Installation	N/A	1	\$0.00	\$0.00
IP Address Block - /28 (16 IPs)	60	1	\$0.00	\$0.00
Total for University of Mary Washington:			\$355.00	\$0.00
Contract Totals before Discount:			\$355.00	\$0.00
Contract Totals:			\$355.00	\$0.00

Note: Prices do not include taxes, fees, and surcharges which are additional and subject to change

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT 911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA, ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if un-

paid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

If you are purchasing Dedicated Service Facilities.

For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.

Do the Customer Locations where Cox will provide Service exceed 7,000 square feet? Yes No

If the Customer Location where Cox will provide Service is located in Virginia, Cox may not be able to install Customer's Service until Customer provides Cox with information about the square footage of such location. If such location exceeds 7,000 square feet, for certain Services, Customer must provide Cox with detailed information regarding such location.

Special Conditions

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. *The Commonwealth of Virginia, Contract Form Addendum to Contractor's Form is incorporated into this Agreement.*

Authorized Customer Representative on behalf of University of Mary Washington

CoxCom, LLC dba Cox Business; Cox Virginia Telecom, LLC dba Cox Business

Signature: *Erma A. Baker*
By: *Erma A. Baker*
Title: *AVP for Business Services + CPB*
Date: *8/24/15*

Signature: *Dan McInnis*
By: *Dan McInnis*
Title: *DIC Cox Business*
Date: *8-19-15*



Customer Account Rep: Brandon Thalman
Phone Number: (540) 374-8536
Fax Number: 1-877-873-8118

Cox System Address:
 3080 Centreville Road, Herndon, VA, 20171

Customer Information

Legal Name: University of Mary Washington
Legal Address: 138 Brickert St , Fredericksburg, VA 22405

Authorized Customer Representative Information

Name: Deborah Hovey
Phone Number: 5406541217
Fax Number:
E-mail: dhovey@umw.edu

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
Customer Location:				
University of Mary Washington, 1301 COLLEGE AVE, FREDERICKSBURG, VA 22401				Phone: (540) 654-1217
				COX Account ID: 477-450431-01
Cox Optical Internet	60	1	\$2,180.00	\$0.00
Cox Optical Internet Installation	N/A	1	\$0.00	\$0.00
IP Address Block - /28 (16 IPs)	60	1	\$0.00	\$0.00
Cox Optical Internet: 400 M	60	1	\$2,180.00	\$0.00
Total for University of Mary Washington:			\$2,180.00	\$0.00
Contract Totals before Discount:			\$2,180.00	\$0.00
Contract Totals:			\$2,180.00	\$0.00

Note: Prices do not include taxes, fees, and surcharges which are additional and subject to change

If you are purchasing Dedicated Service Facilities.

For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initiating here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.

Do the Customer Locations where Cox will provide Service exceed 7,000 square feet? Yes No

If the Customer Location where Cox will provide Service is located in Virginia, Cox may not be able to install Customer's Service until Customer provides Cox with information about the square footage of such location. If such location exceeds 7,000 square feet, for certain Services, Customer must provide Cox with detailed information regarding such location.

Special Conditions

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. *The Commonwealth of Virginia, Contract Form Addendum to Contractor's Form is incorporated into this Agreement.*

Authorized Customer Representative on behalf of University of Mary Washington

CoxCom, LLC dba Cox Business; Cox Virginia Telecom, LLC dba Cox Business

Signature: *[Handwritten Signature]*
By: *Erma A. Baker*
Title: *AVP for Business Services & CPD*
Date: *8/24/15*

Signature: *[Handwritten Signature]*
By: *Don McEwanis*
Title: *Dir Cox Business*
Date: *8-19-15*

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. **Tariffs/Service Guide** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. **E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. **Service Start Date and Term** This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. **Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if un-

paid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. **Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's Invoice. No interest will be paid on deposits unless required by law.

6. **Service and Installation** Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

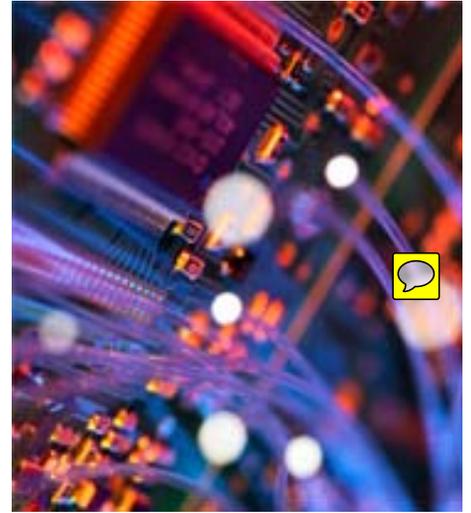
7. **E-Rate Customers** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. **General Terms** The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. **LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. **WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. **Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Response to University of Mary Washington

RFP-15-363 Internet Service Provider

2/26/2015

Cox Virginia Telcom, L.L.C.

Cox Business (Cox Virginia Telcom, L.L.C.) is responding to University of Mary Washington

Purchasing Request for Proposal RFP-15-363 Internet Service Provider Solution for Information Technology.



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REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: January 29, 2015 **COMMODITY** 91551, 83829, 96218
RFP NUMBER & TITLE: RFP 15-363 Internet Service Provider
ISSUING AGENCY & ADDRESS: University of Mary Washington
 Procurement Services, Eagle Village Executive Offices, Suite 480
WORK LOCATION: Fredericksburg, Virginia
PROPOSAL DUE DATE & TIME: **Per Addendum #4 -February 26, 2015; @ 2:00PM EST**
PRE-PROPOSAL CONFERENCE: Optional Mandatory N/A **PRE-PROPOSAL** 1801 College Avenue,
PRE-PROPOSAL DATE/TIME: Monday, February 9, 2015; 2:00PM EST **LOCATION** Information Technology Convergence
 Center Room 307,
 Fredericksburg, VA 22401
CONTRACT OFFICER: Michelle Miller **EMAIL:** mmiller8@umw.edu
PERIOD OF CONTRACT: Date of award through five (5) years with five (5)
 one-year renewals, or as negotiated.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **February 12, 2015 @ 2:00PM EST.**

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in a package that clearly identifies the contents as a proposal submission in response to this RFP. Also reference section VI herein. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information; Reference Section VI.A.3 stipulations. All resulting contracts will be made available through UMW's Public Contracts Gateway <https://umw.cobblestonesystems.com/public/>.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Firm Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation and the Undersigned Firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete. **THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.**

Name of Offering Firm: Cox Business (Cox Virginia Telcom, L.L.C.)
 Address of Offering Firm: 3080 Centreville Rd, Herndon, VA. 20171

Check All That Apply: Micro Business Small Business Woman-Owned Business Minority-Owned Business

RFP Notification received via: eVA Newspaper Other: _____

DSBSD Certification No.: _____ Expiration Date: _____

Virginia Contractor License No. : 2701021648 Class: A

Specialty Codes: _____ SCC No.: S261260

eVA Vendor ID or DUNS No.: C23296 FEIN: 58-2112281

Submitted By (Print Name & Title): Tim Hinson, VP - Cox Business

Email: tim.hinson@cox.com Telephone: (703) 480-7833

Website: www.coxbusiness.com

Signature (In Ink:) 

Date 2/26/2015

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

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Cox Experience and History

General statement regarding Vendor's operational expertise, describing the firm's capability to provide a successful product if awarded that includes but is not limited to the following:

- a. A brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Vendor's background, nature and scope of its operation including how long the firm has been doing business, a description of the full range of products offered by the Vendor, and how many years the firm has provided similar applications as proposed.

Cox Response:

About Cox Communications

Cox Communications, a wholly owned subsidiary of Cox Enterprises, is a broadband communications and entertainment company, providing advanced digital video, Internet and telephone services over its own nationwide IP network. The third-largest U.S. cable TV company, Cox serves approximately 6 million residences and businesses. Cox Business is a facilities-based provider of voice, video and data solutions for commercial customers, and Cox Media is a full-service provider of national and local cable spot and new media advertising.

Cox is known for its pioneering efforts in cable telephone and commercial services, industry-leading customer care and its outstanding workplaces. For seven years, Cox has been recognized as the top operator for women by Women in Cable Telecommunications; for five years, Cox has ranked among DiversityInc's Top 50 Companies for Diversity, and the company holds a perfect score in the Human Rights Campaign's Corporate Equality Index.

About Cox Business

Cox Business is the commercial component of Cox Communications and offers a variety of advanced high-speed Internet and phone and digital video services over our own IP network. Since 1998, more than 300,000 business customers of all sizes, including healthcare providers, K-12 and higher education, financial institutions and federal, state and local government organizations have chosen Cox Business.

The organization also serves most of the top tier wireless and wireline telecommunications carriers in the U.S. through its wholesale division. According to Vertical Systems Group, Cox Business is one of the largest providers of business Ethernet services in the U.S. based on customer ports and has been consistently recognized for its leadership among small/midsize business data service providers. Cox is currently the seventh largest voice service provider in the U.S. and supports over one (1) million business phone lines.

Cox has invested more than \$16 billion in the communities we service through infrastructure upgrades and more than 125,000 miles of metro fiber and hybrid fiber coax services to homes and businesses in the company's service area. Cox maintains over 6 million customer relationships with over 50,000 employees. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$100 million annually.

Cox Virginia

Cox has a long history of providing telecommunications services and is an established and trusted provider in Virginia, serving Hampton Roads, Fairfax, Fredericksburg, and Roanoke regions of the Commonwealth. Cox Business has provided local business, industry and government with commercial telephony since 1993. Over the last five (5) years, Cox has invested more than \$1 billion throughout Virginia through infrastructure upgrades and more than 14,000 miles of state-of-the-art

fiber-optic and HFC cable delivering video, phone and high-speed Internet service to homes and businesses. In Virginia, Cox maintains 670,000 customer relationships and employs 2,200 residents throughout Virginia contributing \$35M annually. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$8M.

Conclusion

Cox has a long history of providing telecommunications services and is an established and trusted provider. Unlike some providers that have a one-size-fits-all approach, Cox's responsive local team will customize our solutions for UMW's unique needs. Reliability, scalability and award-winning customer care are hallmarks of Cox's solutions and we look forward to applying these attributes to your telecommunications infrastructure.

Thank you again for considering Cox as your supplier for your Cox Optical Internet services.

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Scope of Work

III. SCOPE OF SERVICES (STATEMENT OF WORK): The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide services to the University of Mary Washington as stated in this Scope of Services.

A. Detailed Needs:

1. Demand for internet bandwidth continues to grow at a fast rate each year. Due to this growth, UMW desires to partner with a Vendor who can provide a robust and reliable Internet connection solution for two of its campuses with 99.9% availability that can be easily and quickly scaled as bandwidth needs grow. The initial connection speed will depend on pricing, but UMW desires to start with a connection speed of 200 Mb/s.

Site 1: The University of Mary Washington, Fredericksburg Campus
 Address: 1301 College Avenue, Fredericksburg, VA, 22401
 Circuit Speed: 200Mb/s

Site 2: University of Mary Washington, Stafford Campus
 Address: 121 University Boulevard, Fredericksburg, VA, 22406
 Circuit Speed: 30Mb/s

Cox Response: Cox acknowledges and complies with these provisions.

B. General Requirements:

1. The Vendor will not utilize any Type 2 services in its provisioning.
2. All circuits must be delivered via Ethernet over SONET.
3. The Vendor must be MEF 9 and MEF 14 certified.

Cox Response: Cox acknowledges and complies with these provisions.

C. Response Requirements: Proposals for both circuits should include the following detailed information:

1. A description of where the circuit will enter the UMW Campus.

Stafford Campus	Existing Stafford Campus Server Closet.
Fredericksburg Campus	Existing Fredericksburg Campus Server Closet.
Belmont - 224 Washington Street, Falmouth, VA 22405	Existing telephone room in basement of Belmont.
James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401	Existing telephone room at James Monroe Museum.
Cornell House – 915 Monroe St., Fredericksburg, VA, 22401	Existing telephone room at Cornell House.
1104 College Avenue, Fredericksburg, VA, 22401	Existing telephone room at 1104 College Ave.
1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401	Existing telephone room at 1125 Jefferson Davis Hwy.

2. A description of the “last mile” cabling technique (e.g. buried, conduit, aerial) to be used for the circuit.

Stafford Campus	Existing Fiber is in conduit.
Fredericksburg Campus	Existing Fiber in in conduit.
Belmont - 224 Washington Street, Falmouth, VA 22405	Existing coax is buried underground.
James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401	Existing coax is buried underground.
Cornell House – 915 Monroe St., Fredericksburg, VA, 22401	Existing coax is aerial in the backyard.
1104 College Avenue, Fredericksburg, VA, 22401	Existing coax is aerial into this home.
1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401	Existing coax is in conduit.

3. A description of the central office (CO) location where the Vendor connection will originate.

Stafford Campus	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
Fredericksburg Campus	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
Belmont - 224 Washington Street, Falmouth, VA 22405	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
Cornell House – 915 Monroe St., Fredericksburg, VA, 22401	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
1104 College Avenue, Fredericksburg, VA, 22401	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)
1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401	138 Brickert St. Fredericksburg, VA 22401, Cox Business Owned and Managed Main Telecommunications Closet (MTC)

**Cox Business Fiber and equipment are already in Stafford and Fredericksburg locations. No additional construction coordination with Stafford and Fredericksburg locations. Belmont location will require some construction to pull fiber into the building.

4. A copy of the Vendor Service Level Agreement, specifically including details concerning outages.

Cox Response: Attachment A: Cox Service Level Agreement

5. Contact information and hours of operation for Vendor’s Network Operations Center.

Cox Response: Cox Network Support Center (NSC) can be reached 24/7/365 at 866-811-4400.

6. A timeline for installation and acceptance testing.

Cox Response: Cox general installation timeframe is 30 to 45 days. As the incumbent provider for Metro E and COI provider Cox will continue to perform coordinated installs or upgrades. Recognizing the complexity and risks associated with performing diverse operations, Cox Business overcomes those challenges with a focused and dynamic Transition Management Plan (TMP). This plan applies innovative and proven techniques to all functional areas impacted by the transition to ensure a smooth and on-schedule install / upgrade.

Implementation/Cutover Phase:

Implementation and upgrades are scheduled according to UMW requirements of priority, date, or time of day.

The Implementation/Cutover Phase consists of the tasks and activities necessary to install / upgrade, test and activate the required services. During the Implementation Phase, emphasis is placed on installation and testing. Emphasis on installation ensures that all requested services are installed in the least disruptive manner, thereby successfully transitioning services from the incumbent to the Cox network. Testing is conducted at key points to verify all service levels are satisfied and can be maintained.

Phase Highlights

- Site turn-up pre-activities.
 - Construction (as required) to deliver services.
 - Implementation/connectivity/upgrade of required hardware.
 - Cox internal testing to ensure connectivity and service levels.
- By site – Special Handling requirements.
- Site testing post turn-up.
 - Cut-over /upgrade of existing services to Cox.
 - Confirmation of connectivity and service levels
- Notification of completion / issues from transition.

7. An estimate of the timeline required for any future upgrades to a higher bandwidth.

Cox Response: Upon completion of required forms typical upgrades can occur with 48 – 72 hours.

8. An overview of how Vendor connection can be scaled beyond 1Gb/s, up to 10 Gb/s in the future if necessary.

Cox Response: Cox provides our fiber ringed services on access rings that are typically 10 Gbps capacity. This infrastructure is laid initially to provide services starting at 10 Mbps. In order to upgrade customer tiers, Cox can leverage the same infrastructure and allocate more of the ring capacity to the desired location, up to 5 Gbps. For services above 5 Gbps, Cox would evaluate the deployment of different access technology to ensure full throughput. This could require change out of the electronics at the site and would most likely leverage the fiber infrastructure initially deployed, so it is possible no additional construction is required.

D. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE: The Offeror should provide the following information tabbed as follows:

1. General statement regarding Vendor's operational expertise, describing the firm's capability to provide a successful product if awarded that includes but is not limited to the following:
 - a. A brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Vendor's background, nature and scope of its operation including how long the firm has been doing business, a description of the full range of products offered by the Vendor, and how many years the firm has provided similar applications as proposed.

Cox Response: Cox acknowledges and complies with these provisions.

Cox Business products include, Cox Optical Internet, Metro Ethernet, Managed WiFi, IP VPN, Cox Business Internet, Online Back Up, Colocation, PRI's, SIP Trunking, Voicemanager, POTS Lines and IP Centrex. We continue to add new products to Cox Business product line up.

See Tab: Cox Experience and History.

- b. Provide a brief description of the firm's experience in providing similar services or products for institutions of higher education, state agencies, or other governmental entities.

Cox Response: Cox acknowledges and complies with these provisions.

Solution Overview

Cox Optical Internet

Cox Optical Internet is mission critical to UMW's day to day operations. Cox Optical Internet gives you a dedicated, guaranteed connection for reliable traffic for faculty, staff and students. The flexible solutions you get with Cox Optical Internet consistently delivers equally fast upload and download speeds.

We designed our network for exactly what data-heavy users that is dependable, fast and reliable. Whether using data-intensive applications like streaming video, video conferencing, access campus LAN, student online project or surfing the internet and checking email. It's a reliable connection to keep faculty and students connected and provide access to educational material on the internet. Cox Optical Internet is scalable to keep price and responsiveness in balance. When your bandwidth requirements change, Cox Business can easily upgrade with your bandwidth need and keep your faculty, staff and students connected.

With our fiber-optic based metropolitan area network in, you are assured a well-designed, customized solution supported by knowledgeable local personnel that deliver dependable, high quality reliable service.

College of William and Mary, Old Dominion University, Christopher Newport University, Fredericksburg Public Schools, Fairfax Public Schools, City of Fredericksburg as well as many State and Federal Government Agencies utilize Cox Business Optical Internet and other data and voice services provided by Cox Business.

- c. Provide at least three (3) current or recent references, preferably from higher education, where Vendor has provided similar services. Information should include the name of the company, a contact name, a phone number, and an email address if available. If more than three references are available, feel free to list any additional clients.

Cox Response:

Name of school: Old Dominion University

Contact name: Rick Lovelace

Phone: 757-683-3017

Email address: rlovelac@odu.edu

Name of school: College of William and Mary

Contact name: Scott Fenstermacher

Phone: 757-221-3005

Email address: dsfens@wm.edu

Name of school: Christopher Newport University

Contact name: Brian Foran

Phone: 757-594-8620

Email: brian@cnu.edu

- d. Provide any additional information that the offeror feels should be considered when evaluating their proposal.

Cox Response: Cox Business is able to provide a variety of Telecommunications products and services for UMW. We can grow with UMW and provide PRI's, Metro Ethernet to remote locations as well as continue to offer Television Service.

2. Additional Locations (**Optional**): The principal purpose of this RFP is to provide two primary internet circuits to the UMW Fredericksburg Campus and Stafford Campus. Cox also currently provides service to the satellite locations listed below. If the Vendor is able to and would like to provide service to these additional locations, please describe the Vendor's design, plan, and cost for providing these services. Optional Locations to include:
- a. Belmont - 224 Washington Street, Falmouth, VA 22405
 - b. James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401
 - c. Cornell House – 915 Monroe St., Fredericksburg, VA, 22401
 - d. 1104 College Avenue, Fredericksburg, VA, 22401
 - e. 1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401

Cox Response: Cox acknowledges and complies with these provisions.

Cox is submitting pricing for PRIs, SIP Trunking, COI, Metro E, and CBI.

See Tab: Master Service Agreement and Attachment I for pricing and service tiers.

3. Submit a copy of any license or master services agreement requiring signature before commencement of services with proposal submission for UMW to review.

Cox Response: Cox acknowledges and complies with these provisions.

- 4 Master Services Agreement:

- a. **Any relationship as a result of this RFP will be governed by a Master Services Agreement that the Vendor must execute with the University. If it is determined by the University that any part of this RFP is in conflict between the terms of the Master Services Agreement and this RFP, the terms of the Master Services Agreement shall prevail. Any resulting SOW shall utilize the template included in the Master Services Agreement.**

Vendors should review the MSA (Attachment V) and if there are any proposed changes, submit a Word format redline markup as part of the RFP response.

Cox Response: Cox acknowledges and complies with these provisions.

IV. VENDOR SUBMISSION CHECKLIST:

- A. Complete Vendor Proposal submissions should include:
 1. Completed and Signed RFP Cover Sheet
 2. Any Addenda signed, if issued
 3. Completed Attachments
 4. One redacted proposal copy if necessary
 5. One (1) original and four (4) electronic copies of the proposal
 6. Detailed statements or answers to each section in the Scope of Services
 7. Specific Proposal Submission Requirements stated in VI.B

Cox Response: Cox acknowledges and complies with these provisions.

V. TIME LINES AND KEY DATES:

- A. Optional Pre-Proposal Conference: February 9, 2015; 2:00PM EST
- B. Questions from Offerors accepted only through February 12, 2015; 2:00PM EST
- C. Proposals are Due: February 19, 2015; 2:00PM EST
- D. Initial Evaluations complete & Score Sheets due: February 26, 2015
- E. Tentative Proposal Clarifications and/or presentations (save the date): March 4-11, 2014

- F. Tentative Negotiations to be complete by March 20, 2015
- G. Tentative Award/Intent to Award: March 24, 2015
- H. Tentative Commencement of Contract (signed): April 3, 2015
- I. System “Go Live” Date: no later than July 31, 2015

Cox Response: Cox acknowledges and complies with these provisions.

VI. EVALUATION AND AWARD CRITERIA: The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the objectives.

- A. Evaluation Criteria: Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Total Cost including installation, maintenance, etc.	35
Vendor Qualifications (experience in providing service to similar entities)	25
Service Level Agreement	20
Implementation Timeline (includes installation and testing)	15
Small Business Subcontracting Plan	5
Total	100

Cox Response: Cox acknowledges and complies with these provisions.

- B. Award of Contract: 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 vendor shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) 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.

Cox Response: Cox acknowledges and complies with these provisions.

VII. CONTRACT ADMINISTRATION:

- A. The Chief Information Office (CIO), shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Purchasing Department.

Cox Response: Cox acknowledges and complies with these provisions.

- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the

services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Purchasing Department through a written two-party modification to the contract.

Cox Response: Cox acknowledges and complies with these provisions.

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Terms and Conditions

- VIII. **GENERAL TERMS AND CONDITIONS:** Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

Cox Response: Section T of the Required General Terms and Conditions (discusses Insurance), indicates that the minimum coverage requirements may be increased for Service Contracts. While Cox should have no concerns with meeting the necessary minimum limits, we request that Customer verify what the insurance requirements will be during the Term.

T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or 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*. The bidder or 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 requirements 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.

(Note: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

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).

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

PROFESSION/SERVICE	LIMITS
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

*** When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED – Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

IX. SPECIAL TERMS AND CONDITIONS:

PREPROPOSAL CONFERENCE - OPTIONAL: An optional pre-proposal conference will be held on **MONDAY FEBRUARY 9, 2015 at 2:00PM** in the **INFORMATION TECHNOLOGY CONVERGENCE CENTER ROOM 307, 1801 COLLEGE AVENUE,**

FREDERICKSBURG, VA, 22401. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 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. (*Code of Virginia, § 2.2-4343.1E*).

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, 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.

AUDIT: The contractor shall retain all books, records, 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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

CANCELLATION OF CONTRACT: The 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.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five (5) days prior to the due date for receipt of proposals. Any revisions to the solicitation and any answers to questions posed by offerors will be made only by written addendum issued by the contract officer and posted on eVA (VBO).

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees: To exercise its best efforts and cooperation to effect

an orderly and efficient transition to a successor; To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation 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 Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

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 Agreement does not preclude any participating entity from using other agreements or competitive processes.

DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
2. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., 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 any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall

be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

EXTRA CHARGES PROHIBITED: Submitted pricing for products and services shall be complete; and must include but not be limited to the following: applicable freight, installation, credit card use fees, and any other charges; all shall be identified by line item. Any other charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to, any associated eVA fees. The Commonwealth expects that these costs, as well as all contractor business expenses will be built into the contractor’s quoted price. If the contractor’s eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.

FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS: Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:

- a. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
- b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
- c. Contact with any individuals participating on the selection committee.

Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:

- a. Pre-proposal conference
- b. Oral presentation, if requested
- c. Site visits, etc.

ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND CANCELLATION OF THIS REQUEST FOR PROPOSAL.

IDENTIFICATION OF PROPOSAL ENVELOPE: FOR EXAMPLE ONLY

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope should be addressed as directed on Page 1 of the solicitation.

FROM: _____	_____
Name of Offeror	Proposal Due Date & Time
_____	_____
UMW RFP Number	UMW RFP Title
_____	_____
Street#/Name or PO Box#	City, State, Zip Code

INDEPENDENT CONTRACTOR RELATIONSHIP: All persons employed by the Contractor in connection with the provision of Services shall be employees of the Contractor and not the University. In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, be considered or otherwise deemed to be employees or agents of the University for any purpose whatsoever. Accordingly, neither the Contractor nor any of its

employees or agents shall have the authority to enter into any contract for or on behalf of the University or otherwise bind the University in any manner whatsoever

LATE PROPOSALS: To be considered for selection, proposals must be received in 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 disqualified 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 intradepartmental University mail system. It is the sole responsibility of the Vendor to insure that its proposal reaches the issuing office by the designated date and hour.

OFFEROR'S REPRESENTATION: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

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.

PROPOSAL ACCEPTANCE PERIOD: Any proposal submitted in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for five (5) one-year successive periods, or as negotiated, under the terms and conditions of the original contract except 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 University 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 more than the percentage increase/decrease of all the services category of the CPI-U 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 all 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.

ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION: By submitting their proposal, Vendors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

1. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
2. In the event of any third party shall claim that the manufacture, use and sales of these goods or services offered hereby constitutes an infringement of any copyright, trademark or patent, the Contractor shall indemnify and hold harmless the University from any cost, expense, damage, or loss incurred in any manner by the University on account of such alleged infringement.

SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/ Vendors are required to submit a Small Business Subcontracting Plan. Unless the bidder/Vendor is registered as a DMBE-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 DMBE certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/Vendor 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 Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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 on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. 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 DMBE certification 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.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE 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, total dollar amount subcontracted, and type of product or service provided.

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.

VENDOR'S REPRESENTATION: Vendors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Vendor to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Vendor from any obligations with respect to its proposal or to the contract.

- X. **METHOD OF PAYMENT:** The contractor shall be paid using one of the following three methods:
1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*
 2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.

3. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:*

*University of Mary Washington
Attn.: Accounts Payable

1301 College Avenue

Fredericksburg, VA 22401.*

XI. ATTACHMENTS:

Cost Proposal Table
SWaM Initiative letter
Small Business Subcontracting Plan
SWaM Subcontractor Reporting instructions UMW Standard Master Agreement
See Attachment II – Cox Terms and Conditions

This page is intentionally left blank.

SWaM Initiative letter
Small Business Subcontracting Plan
SWaM Subcontractor Reporting instructions

ATTACHMENT II

SWAM Initiative Letter



Procurement Services

Attachment #

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Pearce".

Richard R. Pearce
Vice President for Administration and Finance and CFO

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: 540/654-1127
Fax: 540/564-1168

ATTACHMENT III - SMALL BUSINESS SUBCONTRACTING PLAN

MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

DEFINITIONS:

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% 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% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

(Code of Virginia, § 2.2-4310)

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals 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% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

(Code of Virginia, § 2.2-4310)

Bidder Name: Cox Business (Cox Virginia Telcom, L.L.C.)

Preparer Name: Susan Michalski **Date:** February 26, 2105

INSTRUCTIONS:

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your vendor is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a:

Check Only One: Small Business Small and Woman-Owned Business Small and Minority-Owned Business

DMBE Certification No.: _____ Expiration Date: _____

Section B

Cox does not anticipate the need to hire any contractors or subcontractors in the course of executing the contract, however, Cox does employ and utilize a diverse employee work force.

Populate the table below to show your vendor's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name, Address & DMBE Certificate #	Indicate if also: Women (W) or Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total Planned Subcontracting Spend (\$)					

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Master Service Agreement
And
Attachment 1

ATTACHMENT V

Contract #NUMBER
UNIVERSITY OF MARY WASHINGTON

Commonwealth of Virginia
Master Agreement

=====

This contract entered into this DATE day of MONTH-YEAR, CONTRACTOR NAME Cox Virginia Telcom, L L C, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional NUMBER (NUMERIC) additional one year periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, Cox Terms and Conditions (Attachment II) subsequent clarifications and modifications as described in Attachment I, all of which are incorporated herein by reference and constitute the "contract documents."

In the event of a conflict between the Cox Terms and Conditions (Attachment II) and other portions of the "contract documents", the other portions of the "contract documents" shall control.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Vendor Manual.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEI/FIN# _____

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

ATTACHMENT I

Contractor Initials/Date:

ATTACHMENT I

Cost Proposal Table

Description	Cost
One Time Installation/Setup Fees **	\$0.00
Recurring Monthly Cost for 200Mb/s Fredericksburg Campus Circuit	\$2,300.00
Recurring Monthly Cost for 30Mb/s Stafford Campus Circuit	\$1,000.00
Recurring Monthly Cost to double the speed of Fredericksburg Campus Circuit	\$2,935.00
Recurring Monthly Cost to double the speed of Stafford Campus Circuit	\$1,150.00
Any additional costs	\$0.00
Total	See below

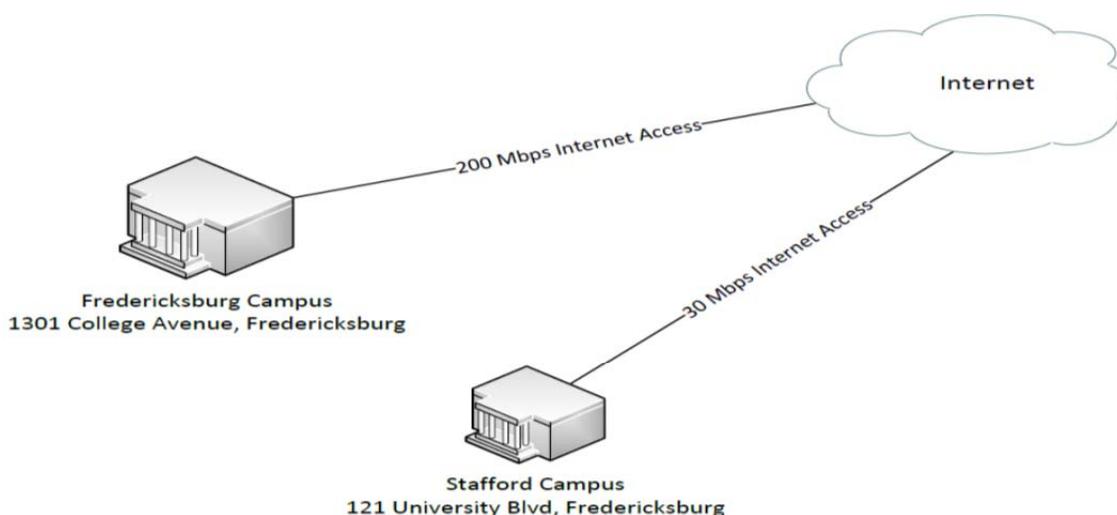
Total: 200Mb/s Fredericksburg Campus Circuit and 30Mb/s Stafford Circuit: \$3300.00 Per Month.

Total: 400Mb/s Fredericksburg Campus Circuit and 60Mb/s Stafford Circuit: \$4085.00 Per Month.

Cox is also including 3 alternative network configurations, drawings and pricing options below.

** Cox is waiving any installation / setup fees for transitional services.

Primary Objective of RFP: Internet Access
at Fred and Stafford



Solution for main goal of RFP: Provide 200 Mbps and 30 Mbps internet access to 1301 College Ave and 121 University Blvd, respectively.

Customer: Mary Washington University	Date: 2/9/2015
AE: Brandon Thalman	SE: Dave Lynch

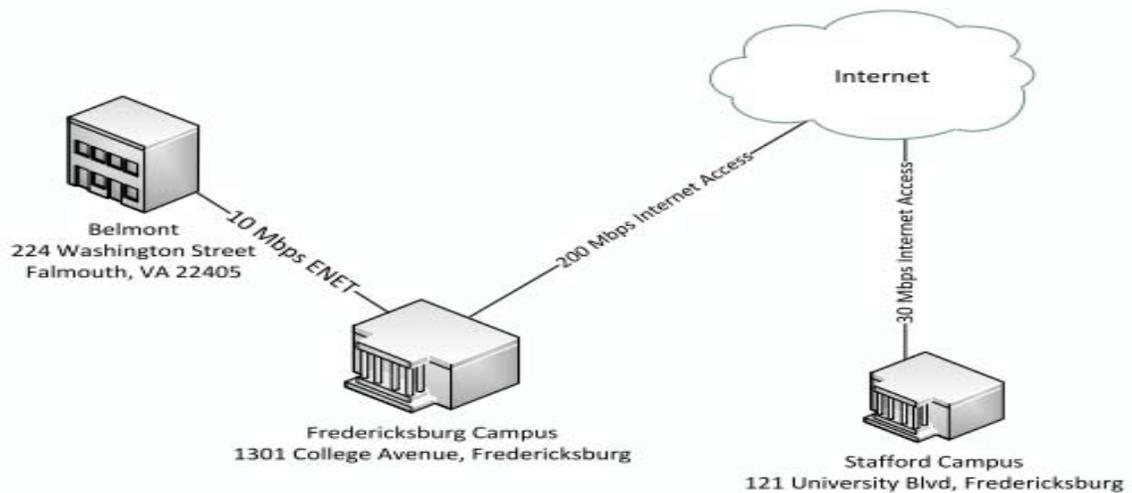


Option 1

- Cox Optical Internet 200M for 1301 College Ave. and 30M Cox Optical Internet for 121 University Ave.
- 10M Metro Ethernet from Belmont to 1301 College Ave and utilize 200M Cox Optical Internet to access the Internet.
- Belmont special construction charge to pull fiber into the building is \$2500.00.
- Monthly Recurring Costs – MRC.

Cox Optical Internet (COI) to 1301 College Ave. and 121 University Blvd. Metro Ethernet for - Belmont	MRC	Double Speed MRC
200Mbps COI 1301 College Ave. Fredericksburg Campus Circuit	\$2,300.00	\$2,935.00
30Mbps COI 121 University Ave. Stafford Campus Circuit	\$1,000.00	\$1,150.00
10Mbps Metro Ethernet Belmont to 1301 College Ave.	\$600.00	\$1,150.00
Total	\$3,900.00	\$5,235.00

Option 1



Option 1: Connecting 1301 College Ave and 121 University Ave to the internet via Cox Optical Internet at 200 Mbps and 30 Mbps, respectively. Via Cox Metro Ethernet, connecting 224 Washington St to 1301 College Ave at 10 Mbps.	
Customer: Mary Washington University	Date: 2/9/2015
AE: Brandon Thalman	SE: Dave Lynch

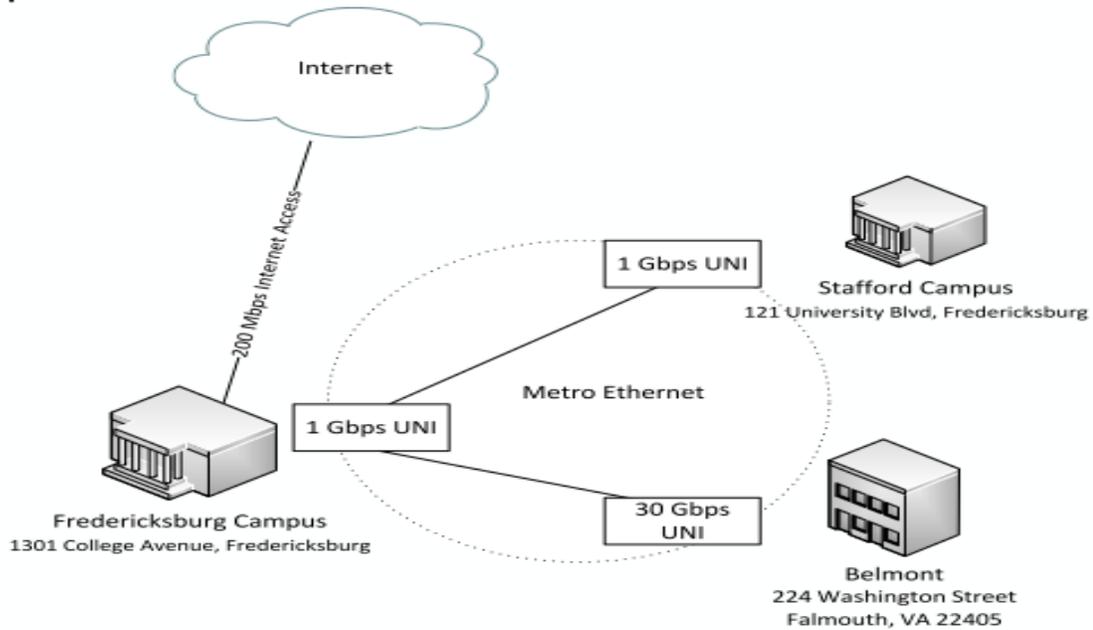


Option 2

- Cox Optical Internet 200M for 1301 College Ave.
- 1Gbps Metro Ethernet from 121 University Ave. to 1301 College Ave.
- 10M Metro Ethernet from Belmont to 1301 College Ave and utilize 200M Cox Optical Internet to access the Internet.
- Belmont special construction charge to pull fiber into the building is \$2500.00.
- Monthly Recurring Costs – MRC.

Cox Optical Internet (COI) 1301 College Ave. and Metro Ethernet for 121 University Blvd. and Metro Ethernet for - Belmont	MRC	Double Speed MRC
200Mbps COI 1301 College Ave. Fredericksburg Campus Circuit	\$2,300.00	\$2,935.00
1Gbps Metro Ethernet 121 University Ave. to 1301 College Ave.	\$3,620.00	\$7,220.00
10Mbps Metro Ethernet Belmont . to 1301 College Ave. Terminates at 1GBPS port.	\$300.00	\$575.00
Total	\$6,220.00	\$10,730.00

Option 2



Option 2: Connecting 1301 College Ave to the internet via Cox Optical Internet at 200 Mbps. Via Cox Metro Ethernet, connecting 121 University Blvd to 1301 College Ave at 1 Gbps and connecting 224 Washington St to 1301 College Ave at 10 Mbps.

Customer: Mary Washington University	Date: 2/9/2015
AE: Brandon Thalman	SE: Dave Lynch

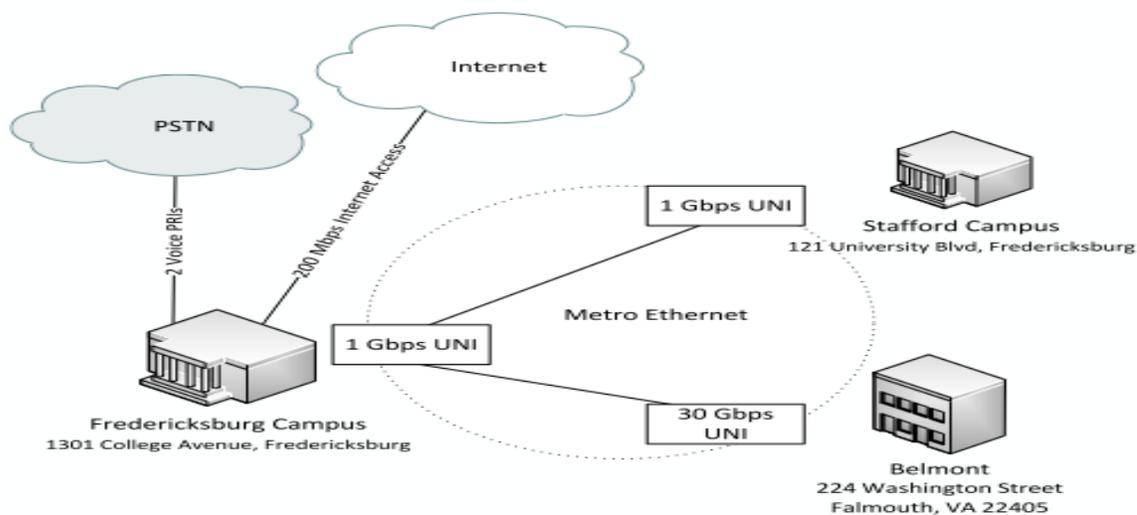


Option 3

- Cox Optical Internet 200M for 1301 College Ave.
- 1Gbps Metro Ethernet from 121 University Ave. to 1301 College Ave.
- 10M Metro Ethernet from Belmont to 1301 College Ave and utilize 200M Cox Optical Internet to access the Internet.
- Additionally, 2 PRI with 2000 DID's.
- Belmont special construction charge to pull fiber into the building is \$2500.
- Monthly Recurring Costs = MRC.

Cox Optical Internet (COI) 1301 College Ave. and Metro Ethernet for 121 University Blvd. and Metro Ethernet for - Belmont. As well as 2 PRI and 2000 DID's.	MRC	Double Speed MRC
200Mbps COI 1301 College Ave. Fredericksburg Campus Circuit	\$2,300.00	\$2,935.00
1Gbps Metro Ethernet 121 University Ave. to 1301 College Ave.	\$3,620.00	\$7,220.00
10Mbps Metro Ethernet Belmont to 1301 College Ave. Terminates at 1GBPS port.	\$300.00	\$575.00
2 Cox Business PRI's	\$760.00	N/A
2000 DID's	\$300.00	N/A
Total	\$7,280.00	\$10,730.00

Option 3



Option 3: Connecting 1301 College Ave to the internet via Cox Optical Internet at 200 Mbps. Via Cox Metro Ethernet, connecting 121 University Blvd to 1301 College Ave at 1 Gbps and connecting 224 Washington St to 1301 College Ave at 10 Mbps. Connecting 1301 College Ave to the public telephone network via 2 PRI's.

Customer: Mary Washington University	Date: 2/9/2015
AE: Brandon Thalman	SE: Dave Lynch



**Cox Business is also able to offer Metro Ethernet to connect Dahlgren to 1301 College Ave. location.

Additional Site Location Pricing :

- a. Belmont - 224 Washington Street, Falmouth, VA 22405
- b. James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401
- c. Cornell House – 915 Monroe St., Fredericksburg, VA, 22401
- d. 1104 College Avenue, Fredericksburg, VA, 22401
- e. 1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401

Address	Service	Internet Cost	Television Cost	Total Cost
908 Charles St.	Internet 30M/10M	\$152.99		\$152.99
915 Monroe St.	Internet 6M/2M, TV	\$77.00	\$23.99	\$100.99
1104 College Ave	Internet 6M/2M, TV	\$77.00	\$79.71	\$156.71
1206 College Ave	Internet 6M/2M, TV	\$77.00	\$64.76	\$141.76
1125 Jefferson Davis Hwy Suite 200	Internet 15M/5M	\$130.89		\$130.89
224 Washington St.	Internet 30M/10M	\$152.99		\$152.99

Cox Optical Internet Service

Prices shown do not include taxes and fees which are subject to change.

Prices are based on network availability. Special construction charges may apply.

NRC only applies to new installations, not installations that result from transitional services to Cox

IP Address blocks are allocated and included depending on speed tier desired. Additional charges apply should customer need more than included IP allocation.

Speed Tier	NRC	5 Year + 5 option years
30 Mbps	\$250	\$1,000
60 Mbps	\$250	\$1,150
100 Mbps	\$250	\$1,750
155 Mbps	\$250	\$1,975
200 Mbps	\$250	\$2,300
300 Mbps	\$250	\$2,625
400 Mbps	\$250	\$2,935
500 Mbps	\$500	\$3,230
600 Mbps	\$500	\$3,495
700 Mbps	\$500	\$4,060
800 Mbps	\$500	\$4,640
900 Mbps	\$500	\$5,220
1 Gbps	\$1,000	\$5,800

Cox Business Internet Service

Prices shown do not include taxes and fees which are subject to change.
 Prices are based on network availability. Special construction charges may apply.
 NRC only applies to new installations, not installations that result from transitional services to Cox.

Tier	Speeds	NRC	5 Year
CBI 6	6 Mbps / 2 Mbps	\$ 100.00	64.99
CBI 15	15 Mbps / 5 Mbps	\$ 100.00	84.99
CBI 30	30 Mbps / 10 Mbps	\$ 100.00	111.99
CBI 60	60 Mbps / 15 Mbps	\$ 100.00	154.99
CBI 100	100 Mbps / 20 Mbps	\$ 100.00	210.99
CBI 150	150 Mbps / 20 Mbps	\$ 100.00	274.99

**This is bundled price. If not bundled, Cox Business Internet Services cost will increase.

Metro Ethernet MEF 9 and MEF 14 Certified

Prices shown do not include taxes and fees which are subject to change.

Prices are based on network availability. Special construction charges may apply.

NRC only applies to new installations, not installations that result from transitional services to Cox IP Address blocks are allocated and included depending on speed tier desired. Additional charges apply should customer need more than included IP allocation.

Port Charge for each end of the Metro Ethernet. For example: 30M Metro Ethernet between 121 University Ave and 1301 College Ave. 375.00 (121 University Ave) + 375.00 (College Ave.) = 750.00 Total

Speed Tier	NRC	5 Year + 5 option years
10Mbps	\$250	\$300
30 Mbps	\$250	\$375
60 Mbps	\$250	\$410
100 Mbps	\$250	\$590
155 Mbps	\$250	\$695
200 Mbps	\$250	\$810
300 Mbps	\$250	\$1,010
400 Mbps	\$250	\$1,130
500 Mbps	\$500	\$1,259
600 Mbps	\$500	\$1,370
700 Mbps	\$500	\$1,489
800 Mbps	\$500	\$1,591
900 Mbps	\$500	\$1,695
1 Gbps	\$1,000	\$1,800

Cox Business PRI and Long Distance Service

- Prices shown do not include taxes and fees which are subject to change.
- Prices are based on network availability. Special construction charges may apply.
- NRC only applies to new installations, not installations that result from transitional services to Cox.
- ** Minute Pack Long Distance Calling Packages are also available.

Voice Services	NRC	5 Year
PRI (23B+D) Flat Rate: Includes call by call and caller ID as well as VoiceManager PRI features	\$250.00	\$380.00
VoiceManager PRI Personal Mobility (per DID)	\$0	\$5.00
DID - per number	\$0	\$0.15
Long Distance (intra and Interstate) per minute	\$0	\$ 0.03

Cox Business Emergency Locator Service

- Prices shown do not include taxes and fees which are subject to change.
- Prices are based on network availability. Special construction charges may apply.
- **Cox partners with Intrado to provide Emergency Locator Services for customer control of 911 information associated with DID numbers on SIP Trunking and PRI services.**

Implementation Charge	\$ 1,500.00
Change Charge (once per change) when adding DID blocks after initial implementation	\$500.00
Monthly Charge per DID (Subscribed on all DIDs)	\$0.15

Cox Business VoiceManager Services

Prices shown do not include taxes and fees which are subject to change.

Prices are based on network availability. Special construction charges may apply.

NRC only applies to new installations, not installations that result from transitional services to Cox

Tier	NRC	5 Year		
Essential	\$50.00	\$23.00		
Enhanced	\$50.00	\$28.00		
Unlimited (includes Unlimited Long Distance)	\$50.00	\$41.00		
Utility	\$50.00	\$9.00		
	Utility	Essential	Enhanced	Unlimited
Feature Count	7	30	60+	+Unlimited LD
Popular Features	Caller ID Caller Name	Call Waiting Call Forwarding Call Notify Call Return	Voicemail Hunting Simultaneous Ring	Unlimited Long Distance
<i>Doesn't</i> Include	Most features (hunting, voicemail, etc)	Hunting, Voicemail, Simultaneous Ring, Speed Dial 100	Unlimited Long Distance	
Best for	Basic Dial Tone, <i>no features</i> Fax, CC Machine, etc.	Basic features, no frills	General use business lines, roll over lines, etc.	Full Featured lines, all included

VoiceManager Features	Essential	Enhanced	Unlimited	Utility
green indicates included; red available for an incremental charge; yellow designated as described (e.g. 1 per customer)				
Group Features				
Account Codes	\$	\$	\$	
Authorization Codes	\$	\$	\$	
Auto Attendant	\$	1/Cust	1/Cust	
Call Park		INCL	INCL	
Call Pickup		INCL	INCL	
Custom Ringback Group	\$	\$	\$	
Feature Access Codes	INCL	INCL	INCL	INCL
Group Administrator Web Portal	INCL	INCL	INCL	INCL
Group Directory	INCL	INCL	INCL	INCL
Group Phone List (Common Phone List)	INCL	INCL	INCL	INCL
Directory Number Hunt		1 Hunt/Cust	1 Hunt/Cust	
Pilot Number Hunt	\$	1 Hunt/Cust	1 Hunt/Cust	
Instant Group Call	\$	\$	\$	
Incoming Calling Plan	INCL	INCL	INCL	INCL
Outgoing Calling Plan	INCL	INCL	INCL	INCL
Outgoing Digit Plan	INCL	INCL	INCL	INCL
Music On Hold		INCL	INCL	
Series Completion Group		INCL	INCL	INCL
Unlimited Long Distance Plan Or Other LD Plan	\$	\$	INCL	
User/Personal Features				
Custom Ringback User	\$	\$	\$	
Sequential Ring	\$	OPT	OPT	
Standard Voicemail	\$	OPT	OPT	
Unified Messaging	\$	INCL	INCL	
Readable Voice Mail	OPT	OPT	OPT	
Common User/Personal Features				
Alternate Numbers (Distinctive Ring)	\$	\$	\$	

Anonymous Call Rejection		INCL	INCL	
Authentication	INCL	INCL	INCL	
Automatic Callback (Intragroup)		INCL	INCL	
Barge-in Exempt				
Busy Lamp Field				
Call Forwarding Always	INCL	INCL	INCL	
Call Forwarding Busy	INCL	INCL	INCL	
Call Forwarding No Answer	INCL	INCL	INCL	
Call Forwarding Not Reachable	INCL	INCL	INCL	
Call Forwarding Remote Access/Voice Portal	INCL	INCL	INCL	
Call Forwarding Selective		INCL	INCL	
Call Hold				
Call Notify	INCL	INCL	INCL	
Call Return	INCL	INCL	INCL	
Call Screening by Digit Pattern				
Call Trace	INCL	INCL	INCL	
Call Transfer	INCL	INCL	INCL	
Calling Line ID Blocking per call	INCL	INCL	INCL	INCL
Calling Line ID Blocking per line	INCL	INCL	INCL	INCL
Calling Line ID Delivery Blocking per Call	INCL	INCL	INCL	INCL
Calling Line ID Delivery Blocking per Line	INCL	INCL	INCL	INCL
Calling Line ID Name and Number Delivery (External)	INCL	INCL	INCL	INCL
Calling Line ID Name and Number Delivery (Internal)	INCL	INCL	INCL	INCL
Calling Name Retrieval	INCL	INCL	INCL	INCL
Call Waiting	INCL	INCL	INCL	
Charge Number	INCL	INCL	INCL	
Directed Call Pickup		INCL	INCL	

Cox Response to University of Mary Washington

Diversion Inhibitor	INCL	INCL	INCL	
Do Not Disturb		INCL	INCL	
Flash Call Hold	INCL	INCL	INCL	
Hoteling				
Last Number Redial	INCL	INCL	INCL	
N-Way Calling				
Preferred Carrier User	INCL	INCL	INCL	
Priority Alert/Ringing		INCL	INCL	
Privacy	INCL	INCL	INCL	
Push to Talk				
Remote Office	\$	INCL	INCL	
Selective Call Acceptance	\$	INCL	INCL	
Selective Call Rejection	\$	INCL	INCL	
Simultaneous Ring		INCL	INCL	
Speed Dial 8	INCL	INCL	INCL	
Speed Dial 100		INCL	INCL	
Three-Way Calling	INCL	INCL	INCL	
Time of Day/Day of Week Schedule	INCL	INCL	INCL	
Voice Portal	INCL	INCL	INCL	
User/Personal Applications	Essential	Enhanced	Unlimited	Utility
VoiceManager Toolbar	INCL	INCL	INCL	
Outlook Integration	INCL	INCL	INCL	
Personal Call Log (Basic Call Logs)	INCL	INCL	INCL	
Personal Phone List	INCL	INCL	INCL	
Personal Status Manager (CommPilot Express)	INCL	INCL	INCL	
Voice Web Portal	INCL	INCL	INCL	

SIP Trunk Pricing

Cox SIP Trunk service offers Voice over IP Telephony Trunking service and includes features that enable productivity and business continuity enhancements. A Cox SIP Trunking solution requires call paths plus transport. Cox SIP Trunking solution employs private, dedicated transport to customer facilities in order to ensure Voice quality. Cox SIP Trunking requires customer equipment to be among the Cox certified IP PBXs. Prices do not include taxes and fees which are subject to change. Special construction charges may apply for a location requiring construction or extensive equipment augmentation.

SIP Trunk Call Paths	MRC	NRC
Flat Rate, 2-way SIP Voice path	\$20	\$ -
Burstable Voice Path* see per minute rate below	\$0	\$ -

SIP Trunk Transport	MRC	NRC
1.5Mb SIP Trunk Group Port	\$107	\$ 125.00
3Mb SIP Trunk Group Port	\$188	\$ 125.00
5Mb SIP Trunk Group Port	\$286	\$ 125.00
6Mb SIP Trunk Group Port	\$330	\$ 125.00
9Mb SIP Trunk Group Port	\$464	\$ 125.00
10Mb SIP Trunk Group Port	\$509	\$ 125.00
20Mb SIP Trunk Group Port	\$554	\$ 125.00
30Mb SIP Trunk Group Port	\$643	\$ 125.00
40Mb SIP Trunk Group Port	\$732	\$ 125.00
50Mb SIP Trunk Group Port	\$822	\$ 125.00
60Mb SIP Trunk Group Port	\$911	\$ 125.00
70Mb SIP Trunk Group Port	\$1,000	\$ 125.00
80Mb SIP Trunk Group Port	\$1,089	\$ 125.00
90Mb SIP Trunk Group Port	\$1,179	\$ 125.00
100Mb SIP Trunk Group Port	\$1,268	\$ 125.00

Optional SIP Features and Burst Charge Information		
Feature	Description	MRC
Burstable Trunks	Burstable capability only billed when used at \$0.10 per minute on Flat Rate Trunk Group and \$0.35 per call on a Message Rate Trunk Group. Burstable usage is associated with originating and terminating calls regardless if they are local,	N/A
Trunk Group - Business Continuity	Call Forward Not Reachable and Call Forward Always	Included
Feature Changes	GUI and TUI Secure Access; 24/7/365	Included
Personal Mobility Option	Provisioned on a per DID number basis with an MRC	\$5.00/number

Attachment II - Cox Terms and Conditions

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at

least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR

Cox Response to University of Mary Washington

ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT

THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

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Attachment A: Cox Service Level Agreement

Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services Service Level Agreement

I. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement (“Agreement”) by and between Cox Business (“Cox”) and the undersigned Customer. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services include DS1, Primary Rate Interface ISDN, Session Initiation Protocol, and IP Centrex products.

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

A. Network Availability. The Cox network shall be available for use by Customer with the Services provided under the Agreement at least 99.9% of the available time (“Switch Availability”) if provided on fiber or 99.5% if provided on Coax. This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any consecutive twelve (12) month period and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Network Availability performance standard.

A.1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

A.2. Service Interruption Credits for Network Availability. A credit for Service Interruption is only available on Service Agreements with a term of one year or longer and is effective as of the first day of the second month after installation. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowances will be calculated only with respect to the affected Services and not all charges under the Agreement. The credits listed below will not exceed the MRC of the affected Service. Customer may receive Service Interruption credits for a maximum of four months in any 12 month period. The amount of the Credit Allowances shall be as follows:

Cox On-Net Service

Type II Service

<i>Services Interruption Length</i>	<i>Credit</i>
< 4 hours, continuous	None
> 4 hours, continuous	1/30 of MRC due for the applicable month for each day or portion thereof

Cox Business shall provide Credit Allowances no later than 60 days from date of Service Interruption.

A.3. Exceptions to Credit Allowance. Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox ACC Local Exchange Service Tariff, Section 2.5.6; (vi) caused by a loss of service or failure of the Customer’s internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party’s facilities or equipment; or (v) delays in obtaining permit or other approvals from governmental authorities for construction or Services provisioning. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In no event shall Customer receive more than one month’s MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

A.4. Type II Maintenance. If Service is provided over Type II facilities, Cox will use reasonable efforts to notify Customer of Type II Carrier scheduled maintenance. Because

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Cox cannot control such maintenance windows, Type II facility maintenance may occur at times that are not always convenient to Customer. Except as provided in this SLA, Cox will not be liable to Customer for outages.

A.5. Major Outage. If two (2) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than twelve (12) consecutive hours, (“Major Outage”) other than as a result of the causes set forth in Section I.A.4 and I.A.5 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I.A.5. Within thirty (30) days of the occurrence of the 2nd Major Outage, Customer shall notify Cox in writing of its election to terminate this Agreement and this Agreement shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 2nd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section I.A.5 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section I.A.5, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement. If Service is provided over Type II facilities, a Major Outage is defined as 6 or more outages over any calendar month or more than 48 aggregate hours of outages other than as a result of the causes set forth in Section I.A.3 and I.A.4 above. For Type II Services, Customer must notify Cox, in writing, within forty five (45) days of their intention to terminate the Service.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages, or Service Interruptions. Customer shall call Trouble Reports to 866-272-5777. A “Trouble Report” means any report made by Customer relating to the Services or the equipment provided by Cox. In the event Cox receives a Trouble Report from Customer, Cox shall respond to the Trouble Report within the following time frames as described below:

A. Service Response and Resolution. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a coax or fiber optic cable failure, the maximum restoration time is 8 hours. For Type II Services, Service Response and Resolution will be subject to the SLAs provided by the Type II Carrier.

A.1. Trouble Report Service Level. Cox will endeavor to achieve at least 95% Trouble Reports Cured Timely per calendar month. This parameter is calculated by dividing the total number of Trouble Reports from Customer within a

month that are cured by Cox within the windows set forth above by the total number of Trouble Reports received by Cox from Customer in the month and multiplying by 100. If Cox fails to meet the 95% Trouble Cure Report standard in any month during the term of the Agreement, Customer shall be entitled to One (1) month's MRC for any affected Service. This standard shall not apply to Trouble Reports connected to or due to the following: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox Equipment; (iv) caused by fiber optic cable cuts on the Customer's property which are not the fault of Cox; (v) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vi) due to Force Majeure events.

III. Service Installation Intervals. A. Service Installation and Availability.

Cox shall endeavor to install provision and make the Services available for Customer's use within ten (10) business days of the Committed Service Date set forth in the Customer Service Agreement. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

A.1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date. In this event, Customer will be entitled to an Installation Delay Credit of an amount equal to the nonrecurring charge (NRC) or one month's MRC of that portion of the Service which was unavailable, whichever is less. Because Cox does not directly control the installation of Type II Services, no Credit Allowance will be issued/allowed for installation delays for Type II Services.

A.2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

Unless otherwise expressly agreed in writing by an authorized Cox Business representative, the service levels and outage credits set forth in this Service Level Agreement constitute customers' sole and exclusive remedy with respect to any interruption, degradation, or cessation of Service and supersedes any and all prior agreements, promises, understandings, statements, representations or warranties of any kind charges.

Cox Business Internet Service Level Agreement

Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox Virginia Telcom, LLC d/b/a Cox Business (“Cox”) and the Customer identified therein. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Business Internet (“CBI”) services (“Services”) provided to the Customer. To qualify for any credits below, Customer must call in to Cox to request a credit within thirty (30) calendar days of the applicable event.

Network and Service Availability. Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and nine-tenths percent (99.9%) of the time (“Service Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be ten percent (10%) of the monthly recurring charges (“MRC”) for the CBI Service for the applicable month for a Service Interruption length of eight (8) or more hours. Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in

determining whether Cox has met the applicable performance standard.

Network Latency. Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/.

Network Latency Credit. If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of ten percent (10%) off the MRC for CBI Services for the applicable month.

C. Data Delivery. Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/.

Data Delivery Credit. If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for CBI Services for the applicable month.

D. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic

Outage”) other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer’s local market sales representative. A “Trouble Report” means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Repair. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures and within eight (8) hours with respect to cable failures. A customer’s mean time to repair will be calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

III. Service Installation Intervals.

Service Installation and Availability. Cox shall install, provision and make the Services available for Customer’s use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer’s use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge (“NRC”) billed for CBI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer’s premises due to restrictions by Customer’s landlord or property owner; (iii) due to the public utility company restricting Cox’s access to necessary conduits or wiring in Customer’s building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer’s internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party’s facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer’s combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for CBI Services. Furthermore, in any calendar month, Customer’s combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full month’s MRC for CBI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

Cox Optical Internet Service Level Agreement

Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox Virginia Telcom, LLC d/b/a Cox Business (“Cox”) and the Customer identified therein. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Optical Internet (“COI”) services (“Services”) provided to the Customer. To qualify for any credits below, Customer must call in to request a credit within thirty (30) calendar days of the applicable event.

≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

A. Network and Service Availability. Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit (“Service Availability”). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance, as a percentage of the monthly recurring charge (“MRC”) for COI Services, shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
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Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. Network Latency. Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/.

Network Latency Credit. If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

C. Data Delivery. Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/.

Data Delivery Credit. If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

D. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A “Trouble Report” means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Repair. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge (“NRC”) billed for COI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting

Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for COI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for COI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

Cox Ethernet Services - Metro Ethernet - Fiber Service Level Agreement

I. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox Virginia Telcom, LLC d/b/a Cox Business (“Cox”) and the Customer identified therein. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Ethernet Services (“Services”) provided to the Customer. To qualify for any credits below, Customer must call in to Cox to request a credit within thirty (30) calendar days of the applicable event.

A. Service Availability. The Services are delivered via an Ethernet User Network Interface (“Port”) and associated Ethernet Virtual Connection(s) (“EVC”). Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames at a given Port via an associated EVC(s). A Port and associated EVC(s) shall be available for use by Customer with the Services provided under the Agreement at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit (“Service Availability”). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes a Port and associated EVC(s) is available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port and associated EVC(s) experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port (“Affected Port”) or failure of an associated EVC(s) (“Affected EVC”) that results in the total disruption of the Services delivered over the Affected Port and Affected EVC (“Outage”). A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be applicable in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges (“MRC”) associated with the Affected Port and EVCs. The Credit Allowance will not include credits for any Ports or associated EVC(s) determined to be in good working order. The amount of the Credit Allowance shall be as follows:

Cox Ethernet Services - Standard
Metro Ethernet – Fiber

B. Ethernet Frame Delay. Ethernet Frame Delay (latency), as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame (“ESF”) enters the ingress User Network Interface (“UNI”) to when the last bit of the same frame leaves the egress UNI. Ethernet Frame Delay shall be ten (10) milliseconds or less, averaged on a monthly basis. The Ethernet Frame Delay performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as “Real Time Class of Service” traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

C. Ethernet Frame Delivery Ratio. Ethernet Frame Delivery Ratio, as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that arrive at an ingress UNI and are successfully delivered to an egress UNI. Ethernet Frame Delivery Ratio shall be at least ninety-nine and nine-tenths percent (99.9%), averaged on a monthly basis. Ethernet Frame Delivery Ratio performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as “Real Time Class of Service” traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

D. Ethernet Frame Delay Variation. Ethernet Frame Delay Variation (jitter), as it relates to the Services, is defined by Cox as the variation in the delay between a pair of consecutive Ethernet Service Frames. Ethernet Frame Delay Variation shall be 1 millisecond or less, averaged on a monthly basis. Ethernet Frame Delay Variation performance objective is applicable to ESFs that traverse a single Cox Metro Ethernet Network (up to 150 miles) and are designated as “Real Time Class of Service” traffic per the Cox Metro Ethernet Service specifications. The ESFs must also be “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC. The measurement of Ethernet Frame Delay excludes any off-net portion of the Service.

E. Chronic Outage. If three (3) times during a thirty (30) consecutive day period, a Port or associated EVC(s) experiences a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected Port and Affected EVC(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 3. Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and Affected EVC(s) and the Affected Port/Affected EVC(s) shall terminate upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port and Affected EVC(s) under this Section 3 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 3, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports. Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer’s local market

sales representative. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Resolution. In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. Installation Credit. Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance. Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox Ethernet Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.

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Attachment B: Addendums

Addendum #1



Procurement Services

RFP ADDENDUM
February 2, 2015

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83B29, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #1

Questions from Offerors:

1. Can you confirm that unless the vendor has direct connectivity into the sites via their own network (i.e. cannot use a third party LEC/CLEC) into the sites their bid will not be considered?
A responding vendor can use a third-party LEC/CLEC to provide service.
2. If the vendor is a reseller of internet services and the carriers of the service are both MEF9 and MEF14 certified, but the vendor as the reseller is not, would the vendor be disqualified if they submitted a proposal?
As long as the carrier is MEF9 and MEF14 certified, reseller proposals will be accepted.

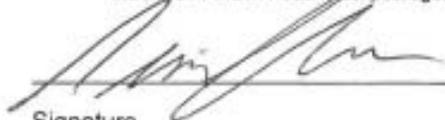
Change to RFP Scope of Work IV.B. General Requirements:

Removing requirement: The Vendor will not utilize any Type 2 services in its provisioning.

END OF ADDENDUM #1

Michelle Miller
Buyer Specialist, Procurement Services
Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #1 (and all addenda) should be acknowledged and included in the RFP submission package:



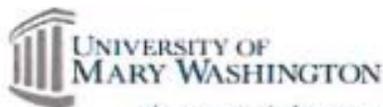
Signature

2/26/2015
Date

1301 College Avenue
Fredericksburg, VA 22401-5300
www.umw.edu/purchasing

Tel: 540/654-1127
Fax: 540/654-1168

Addendum #2



Procurement Services

RFP ADDENDUM
February 4, 2015

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
 Commodity Code/To Furnish Goods or Service: 91551, 83829, 96218, Internet Service Provider
 Dated: January 29, 2015
 For Delivery to: University of Mary Washington,
 Commonwealth of Virginia
 Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #2

Questions from Offerors:

1. Can you explain briefly what it is you are looking to accomplish? I realize its software maintenance, however the PWS is somewhat ambiguous and I want to make sure I provide you with fair pricing and don't misunderstand any of it.
2. Is there a current contract in place now? If so, what is the yearly or monthly value of such?
3. How many employees are currently being used to service said contract? Is it on site, or are they at a remote location? How many full time employees?
4. Can the work be done remotely or should we anticipate travel into your facilities? If so, how often would you suspect this would be the case?
Please refer to the actual RFP document specifically the Background and Statement of Work sections which should answer all of your questions. The RFP is an attachment to the posting on eVA's VBO page.
5. Regarding Section IV.B.1 General Requirements, if the information I gathered is correct it looks like only Verizon and Cox are "8t" at the main campus and only Cox at Stafford. Any other vendor including ourselves would have to utilize one of those 2 carriers for the local loop/last mile. Does that eliminate us?
Any vendor can ride another vendor's local loop/last mile, if that vendor allows it.
6. Regarding IV.B.2, if the circuit is not delivered over SONET, do you accept other avenues?
Proposals of services other than SONET will be considered.
7. Our Company is not MEF9 or MEF14 certified, but the local loops we would use are. Would that work?
If the vendor can partner with another local loop provider that is MEF9 or MEF14 certified, that will be acceptable.
8. Has UMW ever explored dark fiber options? Quite a few of VA schools our company works with utilize dark fiber via Network Virginia or the MATO consortium.
Dark fiber proposals will be accepted for consideration.

Change to RFP Scope of Work IV.B. General Requirements:

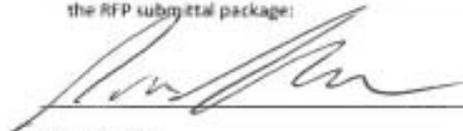
Removing requirement: All circuits must be delivered via Ethernet over SONET.

Amending requirement to say: If the vendor is proposing a Metro Ethernet solution, the service must be maintained by a carrier that is MEF9 and MEF14 certified.

END OF ADDENDUM #2

Michelle Miller
 Buyer Specialist, Procurement Services
 Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #2 (and all addenda) should be acknowledged and included in the RFP submittal package:



 Signature

2/26/2015

 Date

1101 College Avenue
 Fredericksburg, VA 22401-5300
www.umw.edu/purchasing

Fel: 540/654-1177
 Fax: 540/654-1188

Addendum #3



Procurement Services

RFP ADDENDUM
February 5, 2015

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference - Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #3

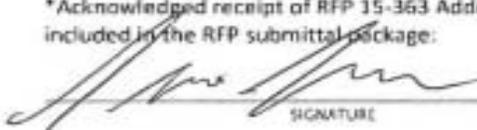
Questions from Offerors:

1. I was not able to find the answer to these questions in your RFP. Can you please provide answers to:
Is there a current contract in place now? If so, what is the yearly or monthly value of such? How many employees are currently being used to service said contract? Is it on site, or are they at a remote location?
There is a contract with Cox at this time to provide internet service to the circuits listed in the RFP. We pay Cox roughly \$7,500 a month. Contractually, there is only one UMW employee needed to manage the contract. Our Acting CIO serves as the contract administrator for this contract. If you are asking how many other employees are used to support/troubleshoot the circuits, that would be two additional employees working in the Network and Communications Services department. These employees are on site at the University.
2. As a member of a small team of internet and satellite service providers, our firm would like to bid on the required internet services, but we were informed that it would be very difficult to unseat Cox, the longtime incumbent internet service provider. We would like to know the situation in which we are committing resources for bid.
While Cox services most of the area and has a history of business with UMW, all proposals submitted will be given equal consideration and will be evaluated strictly according to the criteria provided in the evaluation criteria section of the RFP. If you believe your firm can provide a great solution for our needs, we encourage you to submit a proposal.

END OF ADDENDUM #3

Michelle Miller
Buyer Specialist, Procurement Services
Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #3 (and all addenda) should be acknowledged and included in the RFP submittal package:


SIGNATURE


DATE

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Fax: 540/654-1168

Addendum #4



RFP ADDENDUM
February 13, 2015

ADDENDUM NO. 4 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 26, 2015; 2:00PM EST**

This addendum consists of three (3) pages.

ADDENDUM #4

Due Date Extension: The Internet Service Provider RFP proposal due date has been extended one week now to be due on February 26th, 2015 at 2:00PM EST. The period for vendor questions has not been extended.

Revised Time Line and Key Dates:

- A. Proposals are Due: February 26, 2015; 2:00PM EST
- B. Initial Evaluations Complete and Score Sheets Due: March 5, 2015
- C. Tentative Proposal Clarifications and/or Presentations (save the date): March 9-13, 2015
- D. Tentative Negotiations to be complete by March 25, 2015
- E. Tentative Award/Intent to Award: March 26, 2015
- F. Tentative Commencement of Contract (signed): April 6, 2015
- G. System "Go Live" Date: No later than July 31, 2015

Questions from Offerors:

1. How many campus buildings are being serviced by the current service provider? Would there be a mapping of the services provided under contract at present? Would you consider additional value added services in the evaluation criteria for award?
The two main areas being serviced by Cox, the current service provider, as well as locations for maps of these areas, is provided in both the Background section of the RFP as well as the Scope of Work. Please reference these sections in the RFP. Any additional value added services can be submitted in the proposal and will be reviewed when evaluating, however the main scope of the RFP remains the same as outlined in the Scope of Work.
2. Is there any particular place UMW would like to have the circuits terminated?
For the Fredericksburg Campus we would like to have the connection coming into the new data center located in the ITCC (Information Technology Convergence Center). For the Stafford Campus we'd like to have the connection coming into the South building.
3. Is there currently a circuit between the Fredericksburg and Stafford Campuses?
There is a circuit but not for internet services. The two campuses are connected via a Verizon ELAN connection.
4. In general is there some reason UMW is looking to move from the current provider Cox?
The current contract with Cox for Internet Services has its final expiration in September 2015, therefore we have to rebid for these services to ensure no lapse in service.
5. Are you looking for a single demarcation for both the Stafford and the Fredericksburg Campuses? Would the optional locations such as the Belmont sites have one demarcation as well?
Yes we are looking for a single demarcation at the Fredericksburg campus, and a single demarcation at the Stafford Campus. Yes, we are looking for one demarcation at each of the optional sites.

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where great minds get to work

Procurement Services

6. What type of connection and speed are at the optional sites?
The connection types and speeds at the optional sites are as follows:
 - a. Belmont – 224 Washington St. – Internet 30M/10M
 - b. James Monroe Museum - 908 Charles Street – Internet 30M/10M
 - c. Cornell House – 915 Monroe St. – Internet 6M/2M, TV
 - d. 1104 College Avenue – Internet 6MM/2M, TV
 - e. 1125 Jefferson Davis Hwy Suite 200 – Internet 15M/5M
7. So are these additional sites not serviced by the current Cox circuit?
They are not serviced by the current two campus circuits. The optional sites are all separate circuits.
8. Do you need static IP addresses provisioned for either campus? If you are, are you looking for new IP addresses or plan to port over existing ones?
Yes we will need static IP addresses. We are looking to port over existing IP addresses.
9. Is there any cabinet or rack space in the ITCC building and the Stafford Campus? What about the optional locations?
Yes there is cabinet or rack space available in the ITCC building and the Stafford Campus. Yes there is space available in the optional locations and the space needed is very minimal. There's a place to terminate in each of those locations.
10. Even though it's not included in the scope of this RFP, is there a current circuit providing service to the Dahlgren Campus?
Yes but that is also a TLS/ELAN circuit from Verizon. We have a 40Mbps circuit through MetroCast for internet access at Dahlgren.
11. The University included the MSA in an attachment to the RFP but are you willing to consider any other vehicles such as The Quilt?
Please review the MSA and if you take any exception to it please return marked up. Our Master Agreement is currently our standard protocol. If there are any other contract vehicles you would like us to consider, you may include those options with your proposal for consideration.
12. Have you learned anything by working with Cox that might help us understand your requirements better?
No, the requirements as stated explain what we are looking for.
13. Is there UMW owned-fiber (or other high-bandwidth circuit) on the campus that a provider responding to the RFP can access to reach the IT Convergence Center? If so, please provide a map or a diagram of the existing fiber.
UMW owns and maintains a conduit and fiber cabling infrastructure system on its Fredericksburg and Stafford Campuses. Vendors can utilize unused UMW conduit to enter a campus and reach a demarcation location. However, vendors must pull their own fiber cable through the conduit to the demarcation to provision a circuit. On the Fredericksburg Campus, UMW's conduit can be accessed from the College Avenue side of campus. On the Stafford campus, UMW's conduit can be accessed from the University Blvd side of campus. Maps of both campuses are available on UMW's website.
14. Is there an accessible copy of the current Cox contract?
15. **Please check our contract portal for documents of the current Cox contract.**
<http://umw.cobblestonesystems.com/public/>
16. Does UMW own its public IP addresses?
Yes, UMW owns its own IP addresses.
17. Regarding Section XII, will the University reimburse Vendors for any early termination fees payable to third parties as a result of any cancellation of contracts during the term of the contract? Will the University pay the property surcharge of 4.25% the cost recovery fee of 3% and the Virginia recovery surcharge of 0.5% if set forth in the response by line item or should these charges be built into the contractor's price? Will the University provide some examples of work that DMBE-certified business can provide on the resulting contract for an Internet Service Provider in order to assist in meeting the subcontracting goal of 42%? Is there any way that the University of Mary Washington will accept our company-wide plan and standard certification process and associated spend reports? Would a local exchange carrier (such as Verizon or AT&T) that would only provide a portion of their fiber network along

1301 College Avenue
 Fredericksburg, VA 22401-5300
www.umw.edu/purchasing

Tel: 540/654-1127
 Fax: 540/654-1168



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the path, as opposed to what is thought of as traditional subcontracting work, be considered a subcontractor under this contract?

For cancellation fees, ultimately we need more information to answer this question, so for now plan on the fees being built into the cost of services or we can discuss it at a later time. The University expects that the cost proposal pricing includes the vendor's total price for providing services. For the question on examples of how a DMBE-certified business can provide work that would contribute to the 42% swam goal – any work done on this contract by a DMBE certified small business would be able to count towards that swam goal. If the supplier or any subcontracted work is not DMBE small certified, that work will not count towards the 42% swam spend goal. For the question if UMW will accept the company-wide plan and standard certification process and associated spend reports, we need more information to answer this question – this can be discussed at a later time. The legal definition of subcontracting: *One who takes a portion of a contract from the principal contractor or from another subcontractor.*

Change to Section IX.A. Evaluation and Award Criteria:

EVALUATION AND AWARD CRITERIA: The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the objectives.

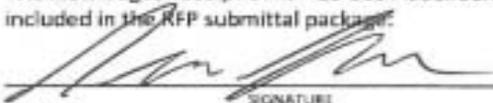
- A. Evaluation Criteria:** Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Quality of Solution in Proposal	25
Total Cost including installation, maintenance, etc.	25
Vendor Qualifications (experience in providing service to similar entities)	20
Service Level Agreement	15
Implementation Timeline (includes installation and testing)	10
Small Business Subcontracting Plan	5
Total	100

END OF ADDENDUM #4

Michelle Miller
Buyer Specialist, Procurement Services
Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #4 (and all addenda) should be acknowledged and included in the RFP submittal package.


SIGNATURE

2/26/2015
DATE

RFP ADDENDUM

February 13, 2015

ADDENDUM NO. 4 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 26, 2015; 2:00PM EST**

This addendum consists of three (3) pages.

ADDENDUM #4

Due Date Extension: The Internet Service Provider RFP proposal due date has been extended one week now to be due on February 26th, 2015 at 2:00PM EST. The period for vendor questions has not been extended.

Revised Time Line and Key Dates:

- A. Proposals are Due: February 26, 2015; 2:00PM EST
- B. Initial Evaluations Complete and Score Sheets Due: March 5, 2015
- C. Tentative Proposal Clarifications and/or Presentations (save the date): March 9-13, 2015
- D. Tentative Negotiations to be complete by March 25, 2015
- E. Tentative Award/Intent to Award: March 26, 2015
- F. Tentative Commencement of Contract (signed): April 6, 2015
- G. System "Go Live" Date: No later than July 31, 2015

Questions from Offerors:

1. How many campus buildings are being serviced by the current service provider? Would there be a mapping of the services provided under contract at present? Would you consider additional value added services in the evaluation criteria for award?
The two main areas being serviced by Cox, the current service provider, as well as locations for maps of these areas, is provided in both the Background section of the RFP as well as the Scope of Work. Please reference these sections in the RFP. Any additional value added services can be submitted in the proposal and will be reviewed when evaluating, however the main scope of the RFP remains the same as outlined in the Scope of Work.
2. Is there any particular place UMW would like to have the circuits terminated?
For the Fredericksburg Campus we would like to have the connection coming into the new data center located in the ITCC (Information Technology Convergence Center). For the Stafford Campus we'd like to have the connection coming into the South building.
3. Is there currently a circuit between the Fredericksburg and Stafford Campuses?
There is a circuit but not for internet services. The two campuses are connected via a Verizon ELAN connection.
4. In general is there some reason UMW is looking to move from the current provider Cox?
The current contract with Cox for Internet Services has its final expiration in September 2015, therefore we have to rebid for these services to ensure no lapse in service.
5. Are you looking for a single demarcation for both the Stafford and the Fredericksburg Campuses? Would the optional locations such as the Belmont sites have one demarcation as well?
Yes we are looking for a single demarcation at the Fredericksburg campus, and a single demarcation at the Stafford Campus. Yes, we are looking for one demarcation at each of the optional sites.

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6. What type of connection and speed are at the optional sites?
The connection types and speeds at the optional sites are as follows:
 - a. Belmont – 224 Washington St. – Internet 30M/10M
 - b. James Monroe Museum - 908 Charles Street – Internet 30M/10M
 - c. Cornell House – 915 Monroe St. – Internet 6M/2M, TV
 - d. 1104 College Avenue – Internet 6MM/2M, TV
 - e. 1125 Jefferson Davis Hwy Suite 200 – Internet 15M/5M
7. So are these additional sites not serviced by the current Cox circuit?
They are not serviced by the current two campus circuits. The optional sites are all separate circuits.
8. Do you need static IP addresses provisioned for either campus? If you are, are you looking for new IP addresses or plan to port over existing ones?
Yes we will need static IP addresses. We are looking to port over existing IP addresses.
9. Is there any cabinet or rack space in the ITCC building and the Stafford Campus? What about the optional locations?
Yes there is cabinet or rack space available in the ITCC building and the Stafford Campus. Yes there is space available in the optional locations and the space needed is very minimal. There's a place to terminate in each of those locations.
10. Even though it's not included in the scope of this RFP, is there a current circuit providing service to the Dahlgren Campus?
Yes but that is also a TLS/ELAN circuit from Verizon. We have a 40Mbps circuit through MetroCast for internet access at Dahlgren.
11. The University included the MSA in an attachment to the RFP but are you willing to consider any other vehicles such as The Quilt?
Please review the MSA and if you take any exception to it please return marked up. Our Master Agreement is currently our standard protocol. If there are any other contract vehicles you would like us to consider, you may include those options with your proposal for consideration.
12. Have you learned anything by working with Cox that might help us understand your requirements better?
No, the requirements as stated explain what we are looking for.
13. Is there UMW owned-fiber (or other high-bandwidth circuit) on the campus that a provider responding to the RFP can access to reach the IT Convergence Center? If so, please provide a map or a diagram of the existing fiber.
UMW owns and maintains a conduit and fiber cabling infrastructure system on its Fredericksburg and Stafford Campuses. Vendors can utilize unused UMW conduit to enter a campus and reach a demarcation location. However, vendors must pull their own fiber cable through the conduit to the demarcation to provision a circuit. On the Fredericksburg Campus, UMW's conduit can be accessed from the College Avenue side of campus. On the Stafford campus, UMW's conduit can be accessed from the University Blvd side of campus. Maps of both campuses are available on UMW's website.
14. Is there an accessible copy of the current Cox contract?
15. **Please check our contract portal for documents of the current Cox contract.**
<http://umw.cobblestonesystems.com/public/>
16. Does UMW own its public IP addresses?
Yes, UMW owns its own IP addresses.
17. Regarding Section XII, will the University reimburse Vendors for any early termination fees payable to third parties as a result of any cancellation of contracts during the term of the contract? Will the University pay the property surcharge of 4.25% the cost recovery fee of 3% and the Virginia recovery surcharge of 0.5% if set forth in the response by line item or should these charges be built into the contractor's price? Will the University provide some examples of work that DMBE-certified business can provide on the resulting contract for an Internet Service Provider in order to assist in meeting the subcontracting goal of 42%? Is there any way that the University of Mary Washington will accept our company-wide plan and standard certification process and associated spend reports? Would a local exchange carrier (such as Verizon or AT&T) that would only provide a portion of their fiber network along

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the path, as opposed to what is thought of as traditional subcontracting work, be considered a subcontractor under this contract?

For cancellation fees, ultimately we need more information to answer this question, so for now plan on the fees being built into the cost of services or we can discuss it at a later time. The University expects that the cost proposal pricing includes the vendor’s total price for providing services. For the question on examples of how a DMBE-certified business can provide work that would contribute to the 42% swam goal – any work done on this contract by a DMBE certified small business would be able to count towards that swam goal. If the supplier or any subcontracted work is not DMBE small certified, that work will not count towards the 42% swam spend goal. For the question if UMW will accept the company-wide plan and standard certification process and associated spend reports, we need more information to answer this question – this can be discussed at a later time. The legal definition of subcontracting: *One who takes a portion of a contract from the principal contractor or from another subcontractor.*

Change to Section IX.A. Evaluation and Award Criteria:

EVALUATION AND AWARD CRITERIA: The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the objectives.

- A. Evaluation Criteria:** Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Quality of Solution in Proposal	25
Total Cost including installation, maintenance, etc.	25
Vendor Qualifications (experience in providing service to similar entities)	20
Service Level Agreement	15
Implementation Timeline (includes installation and testing)	10
Small Business Subcontracting Plan	5
Total	100

END OF ADDENDUM #4

Michelle Miller

Buyer Specialist, Procurement Services

Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #4(and all addenda) should be acknowledged and included in the RFP submittal package:

SIGNATURE

DATE

RFP ADDENDUM

February 5, 2015

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #3

Questions from Offerors:

1. I was not able to find the answer to these questions in your RFP. Can you please provide answers to:

Is there a current contract in place now? If so, what is the yearly or monthly value of such? How many employees are currently being used to service said contract? Is it on site, or are they at a remote location?

There is a contract with Cox at this time to provide internet service to the circuits listed in the RFP. We pay Cox roughly \$7,500 a month. Contractually, there is only one UMW employee needed to manage the contract. Our Acting CIO serves as the contract administrator for this contract. If you are asking how many other employees are used to support/troubleshoot the circuits, that would be two additional employees working in the Network and Communications Services department. These employees are on site at the University.

2. As a member of a small team of internet and satellite service providers, our firm would like to bid on the required internet services, but we were informed that it would be very difficult to unseat Cox, the longtime incumbent internet service provider. We would like to know the situation in which we are committing resources for bid.

While Cox services most of the area and has a history of business with UMW, all proposals submitted will be given equal consideration and will be evaluated strictly according to the criteria provided in the evaluation criteria section of the RFP. If you believe your firm can provide a great solution for our needs, we encourage you to submit a proposal.

END OF ADDENDUM #3

Michelle Miller
Buyer Specialist, Procurement Services
Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #3 (and all addenda) should be acknowledged and included in the RFP submittal package:

SIGNATURE

DATE

RFP ADDENDUM

February 4, 2015

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #2

Questions from Offerors:

1. Can you explain briefly what it is you are looking to accomplish? I realize its software maintenance, however the PWS is somewhat ambiguous and I want to make sure I provide you with fair pricing and don't misunderstand any of it.
2. Is there a current contract in place now? If so, what is the yearly or monthly value of such?
3. How many employees are currently being used to service said contract? Is it on site, or are they at a remote location? How many full time employees?
4. Can the work be done remotely or should we anticipate travel into your facilities? If so, how often would you suspect this would be the case?
Please refer to the actual RFP document specifically the Background and Statement of Work sections which should answer all of your questions. The RFP is an attachment to the posting on eVA's VBO page.
5. Regarding Section IV.B.1 General Requirements, if the information I gathered is correct it looks like only Verizon and Cox are "lit" at the main campus and only Cox at Stafford. Any other vendor including ourselves would have to utilize one of those 2 carriers for the local loop/last mile. Does that eliminate us?
Any vendor can ride another vendor's local loop/last mile, if that vendor allows it.
6. Regarding IV.B.2, if the circuit is not delivered over SONET, do you accept other avenues?
Proposals of services other than SONET will be considered.
7. Our Company is not MEF9 or MEF14 certified, but the local loops we would use are. Would that work?
If the vendor can partner with another local loop provider that is MEF9 or MEF14 certified, that will be acceptable.
8. Has UMW ever explored dark fiber options? Quite a few of VA schools our company works with utilize dark fiber via Network Virginia or the MATO consortium.
Dark fiber proposals will be accepted for consideration.

Change to RFP Scope of Work IV.B. General Requirements:

Removing requirement: All circuits must be delivered via Ethernet over SONET.

Amending requirement to say: If the vendor is proposing a Metro Ethernet solution, the service must be maintained by a carrier that is MEF9 and MEF14 certified.

END OF ADDENDUM #2

Michelle Miller

Buyer Specialist, Procurement Services

Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #2 (and all addenda) should be acknowledged and included in the RFP submittal package:

SIGNATURE

DATE

RFP ADDENDUM

February 2, 2015

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference –Request for Proposals: RFP 15-363
Commodity Code/to Furnish Goods or Service: 91551, 83829, 96218; Internet Service Provider
Dated: January 29, 2015
For Delivery to: University of Mary Washington,
Commonwealth of Virginia
Proposal Due Date: **February 19, 2015; 2:00PM EST**

This addendum consists of one (1) page.

ADDENDUM #1

Questions from Offerors:

1. Can you confirm that unless the vendor has direct connectivity into the sites via their own network (i.e. cannot use a third party LEC/CLEC) into the sites their bid will not be considered?
A responding vendor can use a third-party LEC/CLEC to provide service.
2. If the vendor is a reseller of internet services and the carriers of the service are both MEF9 and MEF14 certified, but the vendor as the reseller is not, would the vendor be disqualified if they submitted a proposal?
As long as the carrier is MEF9 and MEF14 certified, reseller proposals will be accepted.

Change to RFP Scope of Work IV.B. General Requirements:

Removing requirement: The Vendor will not utilize any Type 2 services in its provisioning.

END OF ADDENDUM #1

Michelle Miller
Buyer Specialist, Procurement Services
Phone: 540/654-2260

*Acknowledged receipt of RFP 15-363 Addendum #1 (and all addenda) should be acknowledged and included in the RFP submittal package:

SIGNATURE

DATE

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: January 29, 2015 **COMMODITY CODE(S):** 91551, 83829, 96218
RFP NUMBER & TITLE: RFP 15-363 Internet Service Provider
ISSUING AGENCY & ADDRESS: University of Mary Washington
 Procurement Services, Eagle Village Executive Offices, Suite 480
 1125 Jefferson Davis Hwy., Fredericksburg, VA 22401
WORK LOCATION: Fredericksburg, Virginia
PROPOSAL DUE DATE & TIME: **February 19, 2015; @ 2:00PM EST**
PRE-PROPOSAL CONFERENCE: Optional Mandatory N/A **PRE-PROPOSAL LOCATION:** 1801 College Avenue,
 Information Technology
 Convergence Center Room 307,
 Fredericksburg , VA 22401
PRE-PROPOSAL DATE/TIME: Monday, February 9, 2015; 2:00PM EST
CONTRACT OFFICER: Michelle Miller **EMAIL:** mmiller8@umw.edu
PERIOD OF CONTRACT: Date of award through five (5) years with five (5) one-year renewals, or as negotiated.

QUESTIONS/INQUIRIES: All inquiries for information should be directed via email to the contract officer listed above, referencing the solicitation by name and number. No questions will be accepted after **February 12, 2015 @ 2:00PM EST**.

PROPOSALS: Sealed Proposals must reach the above address and department by the deadline stated in order to be considered. It is the responsibility of the offeror to ensure that the proposal is submitted in a package that clearly identifies the contents as a proposal submission in response to this RFP. Also reference section VI herein. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror’s proposal contains proprietary information; Reference Section VI.A.3 stipulations. All resulting contracts will be made available through UMW’s Public Contracts Gateway <https://umw.cobblestonesystems.com/public/>.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Firm Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation and the Undersigned Firm hereby certifies that all information provided below and in schedule or attachment of this document is true, correct and complete.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL.

Name of Offering Firm: _____
 Address of Offering Firm: _____
 Check All That Apply: Micro Business Small Business Woman-Owned Business Minority-Owned Business
 RFP Notification received via: eVA Newspaper Other: _____
 DSBSD Certification No.: _____ Expiration Date: _____
 Virginia Contractor License No. : _____ Class: _____
 Specialty Codes: _____ SCC No.: _____
 eVA Vendor ID or DUNS No.: _____ FEIN: _____
 Submitted By (Print Name & Title): _____
 Email: _____ Telephone: _____
 Website: _____ Fax: _____
 Signature (In Ink): _____ Date: _____

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

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- I. **PURPOSE:** The University of Mary Washington, (herein referred to as “UMW”, or “the University”), an agency of the Commonwealth of Virginia, is seeking proposals from one qualified Vendor to provide a primary, reliable high speed Internet connection.
- II. **ORGANIZATIONAL OVERVIEW:** The University of Mary Washington is a coeducational, state-supported institution of the Commonwealth of Virginia enrolling a total of approximately 5,000 undergraduate and graduate students. The institution currently consists of three academic campuses and three colleges – Arts and Sciences, Business and Education. Additional information is available at: <http://www.umw.edu/about/>.
- III. **BACKGROUND:** The University has been using Cox Internet Service Provider since 2008 to provide primary internet circuits to both the UMW Fredericksburg Campus and Stafford Campus. The current connectivity design is as follows:

Each circuit is connected on each campus to a UMW owned router. Each circuit is then connected over Cox’s fiber optic network to Cox’s central office, located at 138 Brickert St., Fredericksburg, VA 22405. Each circuit is then connected to a single UMW owned router in Cox’s central office. The UMW owned router is then connected to Cox’s network equipment in the central office, which is connected to the internet.

Vendors are encouraged to submit their own designs for achieving connectivity for these two campuses. A map of the Fredericksburg campus can be found at <http://www.umw.edu/visitors/> and Stafford Campus map at <http://www.umw.edu/visitors/stafford-campus/>.

- IV. **SCOPE OF SERVICES (STATEMENT OF WORK):** The Contractor shall furnish all labor, materials, equipment, supervision, etc. to provide services to the University of Mary Washington as stated in this Scope of Services.

A. Detailed Needs:

- 1. Demand for internet bandwidth continues to grow at a fast rate each year. Due to this growth, UMW desires to partner with a Vendor who can provide a robust and reliable Internet connection solution for two of its campuses with 99.9% availability that can be easily and quickly scaled as bandwidth needs grow. The initial connection speed will depend on pricing, but UMW desires to start with a connection speed of 200 Mb/s.

Site 1: The University of Mary Washington, Fredericksburg Campus
Address: 1301 College Avenue, Fredericksburg, VA, 22401
Circuit Speed: 200Mb/s

Site 2: University of Mary Washington, Stafford Campus
Address: 121 University Boulevard, Fredericksburg, VA, 22406
Circuit Speed: 30Mb/s

B. General Requirements:

- 1. The Vendor will not utilize any Type 2 services in its provisioning.
- 2. All circuits must be delivered via Ethernet over SONET.
- 3. The Vendor must be MEF 9 and MEF 14 certified.

C. Response Requirements: Proposals for both circuits should include the following detailed information:

- 1. A description of where the circuit will enter the UMW Campus.
- 2. A description of the “last mile” cabling technique (e.g. buried, conduit, aerial) to be used for the circuit.
- 3. A description of the central office (CO) location where the Vendor connection will originate.
- 4. A copy of the Vendor Service Level Agreement, specifically including details concerning outages.
- 5. Contact information and hours of operation for Vendor’s Network Operations Center.
- 6. A timeline for installation and acceptance testing.
- 7. An estimate of the timeline required for any future upgrades to a higher bandwidth.
- 8. An overview of how Vendor connection can be scaled beyond 1Gb/s, up to 10 Gb/s in the future if necessary.

V. COST PROPOSAL

- A.** Complete the Cost Proposal Table on Attachment I.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS FOR PROPOSAL PREPARATION:

1. All information requested must be submitted. Failure to submit all information requested may result in the purchasing vendor requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time for evaluation purposes may be eliminated from further consideration.
2. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses. The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor informalities, or to negotiate with all responsible vendors in any manner necessary to serve the best interests of the University. However, the University has the right to accept the best proposal as submitted, without negotiation, and may do so; therefore, vendors should not rely on having a chance to negotiate and adjust their proposals.
3. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. *However, the classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.*
 - a. *Please note that UMW's Public Contract Gateway will publish contract documents, in their redacted digital version as provided by the contractor. No contractor-indicated proprietary data, in compliance with the stipulations detailed above, will be made publically available by UMW.*
4. In order to be considered for selection, Offerors must submit a complete response to the RFP. If proposal is submitted in person, one (1) original and four (4) electronic media version (DVD, CD, Flash Drive) of each proposal must be submitted to the university. If your proposal includes proprietary information and you are invoking protection from disclosure under § 2.2-4342F of the Code of Virginia, *you must submit one (1) redacted copy of the proposal clearly marked with the words "REDACTED COPY" on the cover. No other distribution of the proposals shall be made by the offeror.*
5. Proposals should be as thorough and detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as part of a complete proposal:
 - a. The RFP Cover sheet, and any addenda, must be completed and signed by an authorized representative (able to be contractually obligated) of the offering vendor and returned with the RFP package.
 - b. A brief background statement describing the company should be enclosed.
 - c. Specific Format: Proposals, in accordance with the university's sustainability initiatives, must be prepared simply, economically, and with the ability to be recycled. A simple staple, a binder clip, or if necessary, a re-usable 3-ring binder are all university-preferred methods to hold dual-side printed proposal documents. Only send the quantity of copies requested in the RFP. It is preferable that semi-permanent bindings made of non-recyclable materials (i.e. plastic combs, spiral wire) are not used to bind documents. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Emphasis should be on completeness and clarity of content; providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP.
6. Include any other information which the vendor feels the university should consider in evaluating its proposal.
7. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This will provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Oral

presentations are an option of the university and may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC SUBMISSION REQUIREMENTS FOR THE RFP PACKAGE: The Offeror should provide the following information tabbed as follows:

1. General statement regarding Vendor's operational expertise, describing the firm's capability to provide a successful product if awarded that includes but is not limited to the following:
 - a. A brief description and history of the firm including whether it is a corporation, partnership, or sole proprietorship. Describe the Vendor's background, nature and scope of its operation including how long the firm has been doing business, a description of the full range of products offered by the Vendor, and how many years the firm has provided similar applications as proposed.
 - b. Provide a brief description of the firm's experience in providing similar services or products for institutions of higher education, state agencies, or other governmental entities.
 - c. Provide at least three (3) current or recent references, preferably from higher education, where Vendor has provided similar services. Information should include the name of the company, a contact name, a phone number, and an email address if available. If more than three references are available, feel free to list any additional clients.
 - d. Provide any additional information that the offeror feels should be considered when evaluating their proposal.
2. Additional Locations (**Optional**): The principal purpose of this RFP is to provide two primary internet circuits to the UMW Fredericksburg Campus and Stafford Campus. Cox also currently provides service to the satellite locations listed below. If the Vendor is able to and would like to provide service to these additional locations, please describe the Vendor's design, plan, and cost for providing these services. Optional Locations to include:
 - a. Belmont - 224 Washington Street, Falmouth, VA 22405
 - b. James Monroe Museum and Memorial Library – 908 Charles St., Fredericksburg, VA, 22401
 - c. Cornell House – 915 Monroe St., Fredericksburg, VA, 22401
 - d. 1104 College Avenue, Fredericksburg, VA, 22401
 - e. 1125 Jefferson Davis Highway Suite 200, Fredericksburg, VA, 22401
3. Submit a copy of any license or master services agreement requiring signature before commencement of services with proposal submission for UMW to review.
4. **Master Services Agreement:**
 - a. **Any relationship as a result of this RFP will be governed by a Master Services Agreement that the Vendor must execute with the University. If it is determined by the University that any part of this RFP is in conflict between the terms of the Master Services Agreement and this RFP, the terms of the Master Services Agreement shall prevail. Any resulting SOW shall utilize the template included in the Master Services Agreement.**

Vendors should review the MSA (Attachment V) and if there are any proposed changes, submit a Word format redline markup as part of the RFP response.

VII. VENDOR SUBMISSION CHECKLIST:

- A.** Complete Vendor Proposal submissions should include:
1. Completed and Signed RFP Cover Sheet
 2. Any Addenda signed, if issued
 3. Completed Attachments
 4. One redacted proposal copy if necessary
 5. One (1) original and four (4) electronic copies of the proposal
 6. Detailed statements or answers to each section in the Scope of Services
 7. Specific Proposal Submission Requirements stated in VI.B

VIII. TIME LINES AND KEY DATES:

- A. Optional Pre-Proposal Conference: February 9, 2015; 2:00PM EST
- B. Questions from Offerors accepted only through February 12, 2015; 2:00PM EST
- C. Proposals are Due: February 19, 2015; 2:00PM EST
- D. Initial Evaluations complete & Score Sheets due: February 26, 2015
- E. Tentative Proposal Clarifications and/or presentations (save the date): March 4-11, 2014
- F. Tentative Negotiations to be complete by March 20, 2015
- G. Tentative Award/Intent to Award: March 24, 2015
- H. Tentative Commencement of Contract (signed): April 3, 2015
- I. System "Go Live" Date: no later than July 31, 2015

IX. EVALUATION AND AWARD CRITERIA: The selected vendor(s) must have the demonstrated ability to successfully conduct the type of work specified in the objectives.

- A. Evaluation Criteria: Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Total Cost including installation, maintenance, etc.	35
Vendor Qualifications (experience in providing service to similar entities)	25
Service Level Agreement	20
Implementation Timeline (includes installation and testing)	15
Small Business Subcontracting Plan	5
Total	100

- B. Award of Contract: 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 vendor shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The University reserves the right to make multiple awards as a result of this solicitation. The University 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) 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.

X. CONTRACT ADMINISTRATION:

- A. The Chief Information Office (CIO), shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Purchasing Department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Purchasing Department through a written two-party modification to the contract.

XI. GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

XII. SPECIAL TERMS AND CONDITIONS:

PREPROPOSAL CONFERENCE - OPTIONAL: An optional pre-proposal conference will be held on **MONDAY FEBRUARY 9, 2015 at 2:00PM** in the **INFORMATION TECHNOLOGY CONVERGENCE CENTER ROOM 307, 1801 COLLEGE AVENUE, FREDERICKSBURG, VA, 22401**. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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 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. (*Code of Virginia, § 2.2-4343.1E*).

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, 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.

AUDIT: The contractor shall retain all books, records, 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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

CANCELLATION OF CONTRACT: The 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.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five (5) days prior to the due date for receipt of proposals. Any revisions to the solicitation and any answers to questions posed by offerors will be made only by written addendum issued by the contract officer and posted on eVA (VBO).

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees: To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - 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 affiliated agency and/or corporation 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 Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package.

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 Agreement does not preclude any participating entity from using other agreements or competitive processes.

DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
2. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., 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 any agency of the Commonwealth 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 such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

EXTRA CHARGES PROHIBITED: Submitted pricing for products and services shall be complete; and must include but not be limited to the following: applicable freight, installation, credit card use fees, and any other charges; all shall be identified by line item. Any other charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to, any associated eVA fees. The Commonwealth expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.

FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS: Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:

- a. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
- b. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
- c. Contact with any individuals participating on the selection committee.

Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:

- a. Pre-proposal conference
- b. Oral presentation, if requested
- c. Site visits, etc.

ANY FAILURE TO ADHERE TO PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY OFFERORS PROPOSAL AND CANCELLATION OF THIS REQUEST FOR PROPOSAL.

IDENTIFICATION OF PROPOSAL ENVELOPE: FOR EXAMPLE ONLY

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows (on the outside of the package). The envelope should be addressed as directed on Page 1 of the solicitation.

FROM: _____	_____
Name of Offeror	Proposal Due Date & Time
_____	_____
UMW RFP Number	UMW RFP Title
_____	_____
Street#/Name or PO Box#	City, State, Zip Code

INDEPENDENT CONTRACTOR RELATIONSHIP: All persons employed by the Contractor in connection with the provision of Services shall be employees of the Contractor and not the University. In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, be considered or otherwise deemed to be employees or agents of the University for any purpose whatsoever. Accordingly, neither the Contractor nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the University or otherwise bind the University in any manner whatsoever

LATE PROPOSALS: To be considered for selection, proposals must be received in 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 disqualified 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 intradepartmental University mail system. It is the sole responsibility of the Vendor to insure that its proposal reaches the issuing office by the designated date and hour.

OFFEROR'S REPRESENTATION: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

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.

PROPOSAL ACCEPTANCE PERIOD: Any proposal submitted in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for five (5) one-year successive periods, or as negotiated, under the terms and conditions of the original contract except 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 University 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 more than the percentage increase/decrease of all the services category of the CPI-U 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 all 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.

ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION: By submitting their proposal, Vendors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

1. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
2. In the event of any third party shall claim that the manufacture, use and sales of these goods or services offered hereby constitutes an infringement of any copyright, trademark or patent, the Contractor shall indemnify and hold harmless the University from any cost, expense, damage, or loss incurred in any manner by the University on account of such alleged infringement.

SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/ Vendors are required to submit a Small Business Subcontracting Plan. Unless the bidder/Vendor is registered as a DMBE-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 DMBE certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/Vendor 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 Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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 on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. 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 DMBE certification 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.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE 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, total dollar amount subcontracted, and type of product or service provided.

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.

VENDOR'S REPRESENTATION: Vendors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work. The failure or omission of any Vendor to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Vendor from any obligations with respect to its proposal or to the contract.

XIII. METHOD OF PAYMENT: The contractor shall be paid using one of the following three methods:

1. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via credit card for invoices \$50,000.00 or less.*

2. "ePayables" through Bank of America: All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.
3. Payment (by check or ACH) will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984
4. *To be considered eligible for payment, all invoices must be received at the following address and should reference the eVA purchase order and UMW contract numbers:*
University of Mary Washington
Attn.: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401.

XIV. ATTACHMENTS:

Cost Proposal Table
SWaM Initiative letter
Small Business Subcontracting Plan
SWaM Subcontractor Reporting instructions
UMW Standard Master Agreement

ATTACHMENT I

Cost Proposal Table

Description	Cost
One Time Installation/Setup Fees	
Recurring Monthly Cost for 200Mb/s Fredericksburg Campus Circuit	
Recurring Monthly Cost for 30Mb/s Stafford Campus Circuit	
Recurring Monthly Cost to double the speed of Fredericksburg Campus Circuit	
Recurring Monthly Cost to double the speed of Stafford Campus Circuit	
Any additional costs – please detail and list prices for any and each additional cost.	
Total	

**ATTACHMENT II
SWAM Initiative Letter**



Procurement Services

Attachment #

Greetings:

The quality of service the University of Mary Washington is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational mission. An important part of our procurement program involves our commitment to doing business with small, women-owned and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We conduct substantial business with small firms and have a particular institutional focus on developing long-term business relationships with women-owned and minority-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, I ask that you involve small, women-owned and minority-owned businesses in the delivery of goods/services you provide to UMW. The Procurement Services office is able to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through monthly/quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

As a state agency, this effort is important to us. This is another way that UMW can partner with your company to make things better.

A SWaM reporting template is located on our Procurement Services website at <http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting>.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Pearce".

Richard R. Pearce
Vice President for Administration and Finance and CFO

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: 540/654-1127
Fax: 540/564-1168

ATTACHMENT III
SMALL BUSINESS SUBCONTRACTING PLAN
MUST BE COMPLETED AND RETURNED WITH BID OR PROPOSAL PACKAGE

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

DEFINITIONS:

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification. (Code of Virginia, § 2.2-4310)*

"Woman-owned business" means a business that is at least 51% 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% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

"Minority-owned business" means a business that is at least 51% owned by one or more minority individuals 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% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your vendor is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a:

Check Only One: Small Business Small and Woman-Owned Business Small and Minority-Owned Business

DMBE Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your vendor's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name, Address & DMBE Certificate #	Indicate if also: Women (W) or Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Total Planned Subcontracting Spend (\$)					

**ATTACHMENT IV
SWaM Subcontractor Spend Reporting**

Form located on Procurement Services website:
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

Business Services

Procurement Services

Technology Purchases Current Bids & Proposals **Vendors** Green Purchasing **SWaM Reporting**

Central Storeroom/Surplus You are here: Home / Vendors / SWaM Reporting

Contracts **SWaM Reporting**

Laws, Policies and Procedures SWaM Subcontractor Reporting

Forms The University of Mary Washington, a public agency in the Commonwealth of Virginia, is required to report

Training all small business spend, including that of minority-owned and minority-owned businesses (MOMBES),

Small Purchase Credit Card business spend, importance is also placed on utilizing local woman-owned and minority-owned businesses

Directions and Maps to ensure needed services for the university. UMW's goal is to have a total SWaM (small business-owned)

Virginia's Total e-Procurement Solution!

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Purchasing Dates and Deadlines

July 2013

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

Upload Spreadsheet/Document

Manual Input

Additional Comments/Information

Please provide any relevant comments or information

Captcha

stop spam. read books.

Type in info for each sub

Upload document – Excel or Word Only

ATTACHMENT V
Contract #NUMBER
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Master Agreement

=====

This contract entered into this DATE day of MONTH-YEAR, CONTRACTOR NAME, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", or UMW.

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

SCOPE OF SERVICES: The Contractor shall provide the services described herein.

PERIOD OF CONTRACT: DATE; through DATE with an option to renew for an additional NUMBER (NUMERIC) additional one year periods.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed Contract, the general conditions, special conditions, Offeror's proposal, subsequent clarifications and modifications as described in Attachment I, all of which are incorporated herein by reference and constitute the "contract documents."

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Vendor Manual.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FEI/FIN# _____

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

ATTACHMENT I

Contractor Initials/Date: