REQUEST FOR PROPOSAL

Issue Date: June 24, 2002

RFP# 214-02-HMS

Title: Housing Management System

Issuing Agency: Longwood University

Materiel Management Department
Bristow Building, Room #218
201 High Street
Farmville, Virginia 23909

Using Agency: Longwood University
201 High Street
Farmville, Virginia 23909

Sealed Proposals Will Be Received Until 2:00 p.m. August 5, 2002 For Furnishing The Services Described Herein.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, OR EXPRESS MAILED - DELIVER TO: Mr. James E. Simpson, Director Materiel Management, Bristow Building Room #218, Longwood University, Farmville, Virginia 23909.

All Inquiries For Information and Clarification Should Be Directed To: Mr. James E. Simpson, Director Materiel Management, Bristow Building Room #218, Longwood University, Farmville, Virginia 23909 (434) 395-2093 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In compliance with this Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: ______________________________
By: ______________________________
Name: ______________________________
Title: ______________________________
(Signature in Ink)

Phone: ( ) ____________________________
(Please Print)
Fax #: ( ) ____________________________
FIN #: ____________________________
E-Mail ____________________________

Date: ____________________________

PRE-PROPOSAL CONFERENCE: * PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on July 10, 2002 at 10:00 am in the Bristow Building Conference Room. While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please bring a copy of the solicitation with you to the conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 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 purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiations for a computerized housing management system to include hardware, software, and the implementation/conversion/training services necessary for implementation at Longwood University, an agency of the Commonwealth of Virginia.

II. STATEMENT OF NEEDS AND TECHNICAL SPECIFICATIONS

The contractor shall have available and be able to demonstrate the use and functions of the following modules and/or features for a housing management system:

1. Application/Contract Processing
2. Facilities/Room Management
3. Student Information
4. System Interfacing
5. Automated Room Assignments
6. Room Changes
7. Web-interfacing
8. Automated Correspondence Generation
9. Accounts and Billing
10. Maintenance and Inventory Control
11. Resident incident documentation tracking
12. Residence Hall programming and activity tracking
13. Reporting
14. Import/Export

A. System Features

The contractor shall describe in detail the manner in which each item is addressed by the system.

1. Application/Contract Processing

HIGHLY DESIRABLE FEATURES:

a. Allows users to establish eligibility criteria such as matriculation, full-time status, etc. before a student can apply for a housing contract.
b. Accepts various forms of data (e.g., through optical scanning, web-based, card swipe, etc.)
c. Stores student preferences for room assignment and roommate matching data.
d. Stores and retrieves data by housing period.
e. Receives housing applications over the internet.
DESIRABLE FEATURES:

a. Tracks a variety of information to calculate a priority ranking or lottery to return to housing (e.g., GPA, Incident Documentation, Participation in hall programming, Academic Level, etc.).
b. Provides data for mail merging or preprinting of housing contracts.
c. Generates correspondence to students regarding the status of their application.
d. Provides for multiple mailings of contract/applications as the eligible population grows.
e. Associates housing periods to academic terms.
f. Rejects an application due to missing data or ineligibility.
g. Stores relevant assignment data such as medical requirements, early arrival affiliation, etc.
h. Allows user to enter a pending application for students who will be admitted or matriculated at a later date.
i. Associates a student with one or more specific early arrival groups.
j. Stores early arrival check-in information by student.
k. Allows user to collect, store and retrieve data for telecommunications, card services or other university departments.
l. Provides students with a window of time during which they can edit their application on line.
m. Stores student signatures for their contract by housing period.
n. Allows user to inactivate contracts.
o. Allows user to scan meal plan choices through optical scanning.

2. Facilities/Room Management

HIGHLY DESIRABLE FEATURES:

a. Stores room characteristics (e.g., theme, academic level, gender, ADA accessibility, etc.)
b. Allows a room to have a regular capacity and an overflow capacity.
c. Allows overflow capacity to be active or inactive.
d. Allows user to define relationships between bathrooms and bedrooms.
e. Allows a room to have a section, floor, and suite identity.

DESIRABLE FEATURES:

a. Ability to store community theme characteristics by room, floor, section, building, or complex.
b. Allows user to activate or inactivate rooms by effective date or by term or housing period.
c. Allows user to change room characteristics by housing period.
d. Allows buildings and/or rooms to be active in one housing period and inactive in the next.
e. Allows buildings to be grouped into residential areas.
f. Allows residential areas and their associated buildings to be changed by housing period.
g. Allows room rates to be associated with each room.
h. Allows student staff designations to be assigned to a room or bed.
i. Allows room phone numbers and network port information to be assigned to each room.
j. Displays a floor plan for each room.
k. Allows key codes to be associated with each room.
l. Allows for assignment of campus apartments for short and long period use.

3. Student Information

DESIRABLE FEATURES:

a. Stores both student Identification numbers and Social Security Numbers.
b. Stores multiple address types (e.g., local/Campus to Home or billing).
c. Supports international phone or fax numbers.
d. Stores biographic and demographic information.
e. Allows user to place “holds” or indicators on student records to alert users of special exceptions.
f. Allow students to view their room status via the internet.

4. System Interfacing

HIGHLY DESIRABLE FEATURES:

a. Converts existing data on the Longwood University’s student information system (SCT’s IA-Plus SIS/FRS
Will interface with the Longwood University’s student information system (SCT’s IA-Plus SIS/FRS DB2); including student financials, admissions, registration and records, and campus community.

Supports the continuous transfer of AR billing transactions to the student information system SCT’s IA-Plus SIS/FRS DB2.

DEISRABLE FEATURES:

Captures restriction information (i.e., allow a resident to restrict his/her address and telephone information.).

Captures how a resident is staff, student or faculty.

Processes “changes only” of student data being loaded after the initial load is completed.

Processes “changes only” of room assignments being exported for the student administration system SCT’s IA-Plus SIS/FRS DB2, after the initial full export.

Validates records with the Longwood University’s student information system SCT’s IA-Plus SIS/FRS DB2.

Tracks validation based on academic term (i.e., a person may be valid to live in the residence halls for the current term but not for the next term, for example, they will be graduating at the end of the current term and will no longer be eligible to live on campus.).

How long it will take to load data between systems.

Related process and costs associated with making needed adjustments to any interface when the student information system SCT’s IA-Plus SIS/FRS DB2 has upgrades.

The file format for interface files.

Information provided after an interface file is transferred (e.g., counts, audit trails, etc.).

Interfaces with opti-scan applications.

Interfaces with web browser applications.

Interfaces with Lenel card proximity reader technology.

Interfaces with the Longwood University’s facilities maintenance management system (Maximo) to track housekeeping and maintenance activity.

Documentation of interface module is provided.

Allows user to interface with C-Bord for the transferring of meal plan data.

How will interface programs be rebuilt following upgrades in this system?

5. Automated Room Assignments

DEISRABLE FEATURES:

Supports room preferences (e.g., single, specific building, area, etc.).

Supports personal preferences (e.g., smoking, lifestyle theme, academic theme, etc.).

Prioritizes student preferences.

Allows user to prioritize assigning preferences.

Generates random assignments to assure a good “mix” of students on each floor and wing.

Allows multiple roommate preferences per applicant.

Supports the restriction of assignments to theme communities to students who are pre-approved.

Supports prioritizing assignments based on the applicant’s number of years at school.

Supports prioritizing of future assignments based on current assignments (e.g., same hall, same room or same hall, different room).

Accommodates a variety of sorts when determining the order in which applicants are processed (e.g.: deposit date, year in school, lottery number, etc.).

Supports a lottery by individual and/or by group.

Generates and tracks assignment related correspondence to applicants.

Supports assignment runs for multiple group simultaneously (e.g.: returning students, first-year students, transfer students, graduates, etc.).

Differentiates assignments by academic term or housing period.

Tracks assignment history over a multi-year period.

Verifies gender when making assignments.

Uses criteria to block an assignment from being processed (e.g., suspension, financial holds, etc.).

What amount of time is required to process assignments?

Provides computer assisted matching based on student preferences when making a direct assignment.
1. What information can be viewed during a direct assignment? (e.g., room characteristics, roommate information.).
2. Allows for direct or automated assignment of students with a pending contract/application.
3. What errors and/or warnings can be displayed during direct assignment?
4. What errors and/or warnings can be reported during an automated assignment run?

6. **Room Changes**

**HIGHLY DESIRABLE FEATURES:**
- Supports the direct switching of room assignments between two students.
- Allows user to restrict vacant beds and/or rooms from appearing on the web.

**DESIRABLE FEATURES:**
- Allows user to establish criteria for prioritizing room changes.
- Generates and tracks room change related correspondence to students.
- Supports temporary reservation of rooms until student finalized their selection.
- Allows for repeating the automated process of room changes before actual reassignment is made (i.e., until the best option is found for the majority of requests).
- Supports vacancy inquiry on a web-based module.
- Accommodates room change requests from students.

7. **Web-interfacing**

**HIGHLY DESIRABLE FEATURES:**
- Allow student to view the following: Room and room characteristics, roommate name, home address, home phone number, and email address.
- Allow students to sign up for on campus housing, stating student ID, name, room preference, and roommate preference.
- Utilize the encryption mechanisms currently used by the Longwood University’s internet architecture.
- Has the ability to restrict levels of security access from none, to view only, to read-write.
- Describe the differences in operations that can be performed via the web browser versus what can only be accomplished through the client software.
- Allow student to sign up for on campus meal plans and view their requests.
- Ability to utilize the LDAP authentication mechanisms in an internet architecture.

8. **Automated Correspondence Generation**

**DESIRABLE FEATURES:**
- Ability to generate and track automated correspondence for a variety of housing processes.

9. **Accounts and Billing**

**HIGHLY DESIRABLE FEATURES:**
- Calculates room rates when assignment is made.
- Automatically adjusts rate adjustments when a room change occurs.
- Captures deposit/fee information.
- Allows user to establish room rates by housing period (i.e., Current period is one rate while future period is established at a different rate.).
- Allows multiple terms to be tied to one housing period without losing the ability to charge by term.

**DESIRABLE FEATURES:**
- Allows user to define a rebate schedule for automatic calculation of credit based on check-out date. (e.g., 1/3 at 6 weeks.).
- Calculates pro-rated room charges based on the number of days outside of the housing period (e.g., early arrivals).
- Captures and assesses damage charges.
- Provides for an over-ride to default rental rates.
- Handles a variety of billing cycles. (Semester, Monthly. Daily).
- Processes credit based on the amount already billed. (i.e., system will not give a credit on an amount that has not yet been billed.).
10. **Maintenance and Inventory Control**

**DESIRABLE FEATURES:**
- Records work order requests, tracks action taken and generates reports of completed work and related expenses.
- Tracks an inventory of items and conditions of each residence hall room.
- Links room inventory and condition to residents of the room.
- Generates check-in/check-out reports on the inventory and condition.
- Automatically generates billing charges based upon discrepancies between check-in and check-out conditions.
- Stores a key code for each resident.
- Tracks lock-out keys.
- Generates key envelopes or labels.
- Tracks keys that are checked out by non-residents.
- Captures date and time of key check-out and return.

11. **Resident Incident Documentation Tracking**

**DESIRABLE FEATURES:**
- Tracks and generates reports on disciplinary incidents.
- Categorizes incidents into offense types.
- Retrieves incident documentation information by student, area, hall, offense, timeframe, etc.,
- Associates multiple students with a single incident.
- Generates and tracks incident related correspondence to students.

12. **Residence Hall Programming and Activity Tracking**

**DESIRABLE FEATURES:**
- Tracks and generates reports on residence hall activities, programs and related expenses.
- Categorizes programs into theme types (e.g., Social, Educational, Physical, etc.).
- Logs individual student’s participation at particular programs or activities.
- Accommodates card-swipe technology to log student participation at particular programs or activities.

13. **Reporting**

**DESIRABLE FEATURES:**
- Query and reporting functionality.
- Support available for the development of custom reports.
- List all delivered reports.
- Generates “what if” scenarios regarding room charges (i.e., student is investigating the financial impact of a room change).
- Provides graphical reporting functionality.
- Allow results of queries to be exported to an external file.
- Allows user to query or report on the number, name and type of meal contract requested.

B. **Systems Security**

The contractor shall describe how the system handles the following:

**HIGHLY DESIRABLE FEATURES:**
- The system should be able to control user access by screen and/or menu item. The system should display only those menu functions for which an individual user is authorized. Describe the control method used, and the levels of security available.

- The system should be able to control user access by data element. Describe the method used, and the levels of security available.

- The system should be able to control user access by data value. Describe the method used, and the levels of security available.
d. The system should provide password security. Describe how passwords are passed from client to server, stored and encrypted, and how passwords are aged and strength tested. Describe how the client or workstation handles the password.

e. Describe the process, and levels of staff needed, to grant or modify access for existing users.

f. Describe the auditing capabilities of the system. Identify what audit data is stored and if it is tagged with operator ID and a time/date stamp. Describe if the auditing of the application is native within the application or if the database auditing is required. Describe the performance impacts of employing the auditing function.

g. Describe how a hierarchical user class organization is implemented and what functions it controls, e.g., limiting population available for inquiry/update, approval processes, and report generation. Describe the population or data objects that can be secured by operator or role or class.

h. Describe in detail capabilities for batch processes to do re-start and recovery without a complete system recovery.

i. Describe methods of security (encryption and authentication) for web interface.

j. The vendor shall describe the interoperability and connectivity of their system as it relates to the use of Longwood University’s firewall.

C. Technical

MANDATORY FEATURES:

1. The contractor shall describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.

2. The contractor shall specify whether the system has a single, system-wide file shared by all modules.

3. The contractor shall detail security features for data, for each module, and for the system.

4. The contractor shall size the system to support Residential and Commuter Life’s present requirements, describe how the system will accommodate the growth in the number of records and transactions, and indicate the maximum growth potential for the hardware configured in this proposal. System should store historically for 9 past years plus the current year. The present approximate requirements are:

   (a) Student Information - 5,000 records per year
   (b) Facilities/Room - 3,000 records per year
   (c) Student Contracts - 3,000 records per year
   (d) Incident Documentation - 1,000 records per year
   (e) Residence Hall Programming - 1,000 records per year
   (f) Inventory - 50,000 records per year
   (g) Maintenance - 10,000 records per year

5. The contractor shall size the system to support 20 simultaneous administrative users, describe what is necessary to increase the number of simultaneous users, and specify the maximum number of simultaneous users the system can support without a hardware or software replacement.

6. The contractor shall describe the technical requirements and available operating environments of the system in the following categories:

   (a) CPU or File Server
   (b) Terminals
   (c) Operating System
   (d) Data Base Manager
   (e) Network Topology
7. The system shall provide for editing and updating files on a real time basis. The contractor shall detail any transactions or functions that are not done on a real time basis and list batch jobs required for this function.

8. The contractor shall detail system capabilities for the backup and restoration of the database.

9. The contractor shall describe how the software allows Residential and Commuter Life to configure and customize the variable settings.

10. Describe how pull-down menus are used within the system, if menus are user modifiable and if experienced users can bypass menus and execute programs directly.

11. The system shall have the capability of fiscal year accounting.

12. The contractor shall detail the average response time for all the various functions of the proposed system.

13. The contractor shall describe services not available during scheduled back-ups.

14. The contractor shall describe the inter-operability and connectivity of their system with other computing platforms.

15. The contractor shall describe feeds to other systems (export files) and whether or not they are created in a predetermined format or automatically formatted to meet the input requirements of the other system.

16. The contractor shall describe feeds from other systems (import files) and if they must be in a preset record format or if the system can adapt to any format (mapping the import data).

17. The contractor shall describe and detail the cost of any third party software and maintenance required and/or recommended for this system.

18. The contractor shall detail the staffing required by Longwood University to support the system including performing back-ups, installing new releases, creating reports, etc.

19. The contractor shall describe the capability of the system to support remote locations and remote printing.

20. The contractor shall describe the capability of using character based scanning.

21. The contractor shall specify any special supplies, i.e. tapes, ribbons, customized forms, etc. recommended for the system.

22. Standard compliance: the contractor shall detail conformity to standards and protocols in the hardware and software used by the system including but not limited to:

   (a) Network protocols;
   (b) Query and retrieval standards
   (c) Document storage and transmission standards
   (d) Interface standards;
   (e) Operating systems.

23. Describe any database maintenance or repair utilities built into the software.

24. The web interface must be accessible through generic browsers. Describe any specifics related to browser requirements such as versions.

25. Vendor shall detail information for archiving system data.
D. Customization

The contractor shall:

1. Describe the extent to which the user can customize all forms, reports, input/output screens, formats, etc.
2. Describe other customizations available and associated cost, i.e., hourly and fixed fee.
3. Describe how customization will affect future releases of software.

E. Hardware/Software

MANDATORY FEATURES:

The contractor shall include all the computer hardware necessary for the effective execution and support of the system proposed and shall indicate other contractor name(s) and address(es) if third parties are involved. Longwood University reserves the right to purchase any hardware recommended in a separate procurement.

1. The contractor shall itemize, including make, model, and specifications, all processing and/or peripheral equipment required for both the application and the web interface:

   (a) Hardware configuration;
   (b) Systems software;
   (c) System utilities;
   (d) Other (itemize).

2. The contractor shall detail how upgrades in the system can be accomplished, including increased memory and additional disk storage, CPUs, connections, etc. Contractor shall indicate maximum upgrade potential.

3. The contractor shall list the requirements for the installation environment:

   (a) Temperature range
   (b) Humidity range
   (c) Power requirements
   (d) Space requirements
   (e) Safety (this equipment shall be UL registered)
   (f) FCC regulations (certified to comply with applicable regulations)
   (g) External connections for the workstations

4. The contractor shall describe in detail the hardware, communications, and systems management requirements, at all points in the System. If optional implementations are possible, the contractor should provide separate descriptions of each option. The description is to include host, server, client, network equipment, communications equipment, workstations, and any other relevant requirements whether such components are to be provided by the contractor or by Longwood University.

5. The contractor shall describe the openness of the System and should detail the following:

   (a) Compliance with industry standards for programming, communications, networking, system management, presentation, system services, and interfaces between applications and system services (list all standards complied with)
   (b) Portability of applications across systems
   (c) Scalability of applications’ performance and throughout
   (d) Interoperability across systems

6. The contractor shall describe the operating system(s) required to support the proposed application. If a client server solution is proposed, describe operating systems, including version required, for both host and client.

7. In the event of a system failure, the System should have the capability to restore, and recover to a point in time, if
needed, and verify the integrity of the System.

8. The contractor shall detail the capabilities for the backup/restore of data contained in the proposed System including but not limited to impact on production use and estimated time to complete full and incremental backup and restore.

9. The System shall provide for separation of test and production accounts with respect to data, databases, and data dictionary.

10. Data shall be independent of the applications. Describe how a change in a data element would affect application changes.

11. The contractor shall list and describe any third party tools that could be used to enhance database performance. Because consistency and stability of the operating environment and rapid correction of system failures are critical in the Residential & Commuter Life environment, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance. The proposal shall state all contractor and university responsibilities associated with the following requirements:

1. Hardware
   a. Maintenance contract coverage

   The contractor shall:

   (1) Identify the warranty period.
   (2) Identify the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following four (4) years.
   (3) Explain the procedures for obtaining services for all types of hardware maintenance including “escalation” procedures for problems not resolved in a timely manner.

   b. Maintenance support

   The contractor shall:

   (1) State the business address of the local office(s) that will support Longwood University.
   (2) State whether on-site maintenance will be provided and if so, state the maximum guaranteed response time for an engineer to arrive on site.
   (3) State whether or not the proposed system can be tested and maintained remotely and, if so, describe in detail the requirements to take advantage of such service.
   (4) Provide the telephone number for maintenance support and list the hours when support is available.
   (5) Specify services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

   c. Maintenance support for hardware or peripherals purchased by Longwood University.

   The contractor shall:

   (1) Describe maintenance support available for equipment if Longwood University purchases the make and model specified by contractor through state procurement.

2. Software
   a. Maintenance contract coverage.

   The contractor shall:
(1) Identify the warranty period.
(2) Identify the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following ten (10) years.
(3) Explain the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable “escalation” procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)

b. Maintenance support

The contractor shall:

(1) State the business address of the local office(s) that will support Longwood University.
(2) State whether on-site maintenance will be provided and, if so, state the maximum guaranteed responsive time for an analyst or engineer to arrive on-site after a service call is placed.
(3) State whether or not the proposed system can be tested via a remote diagnostic center and indicate what action shall be taken by Longwood to take advantage of such service.
(4) Provide the telephone number for maintenance support and list the hours when support is available.
(5) Specify services that may be required in the normal course of operating the system not covered under the maintenance contract.

c. System improvement

The contractor shall:

(1) State the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
(2) Explain the procedures followed in distribution of information to Longwood University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the Longwood’s software.
(3) Describe procedure for handling upgrades in the operating system and application software. Specify how often upgrades are made to the application software and how “patches” and “fixes” to the systems are handled.
(4) State the nature of system enhancements in development that are scheduled for release in the next twelve months.

d. Problem diagnosis responsibility

The contractor shall:

(1) Fully explain all responsibilities of both the contractor and Longwood University in the isolation and diagnosis of system failures.
(2) In those instances where a system failure is not obviously either hardware or software based, describe the process by which the contractor will make the correct determination and put into motion the appropriate service organization. Describe “escalation” procedure.

e. Personnel

The contractor shall specify the numbers, locations, and qualifications of the maintenance personnel who would be assigned to provide support for this proposed system.

f. Enhancements to the software

The contractor shall explain the process for making changes and/or enhancements to the software.

(3) Disaster Recovery
The contractor shall describe the vendor support and contingency plan in the event of a disaster involving
the automated housing system.

G. Training and Implementation

1. Training

a. Name and address

The contractor shall state the name and address of the organization responsible for all of the contractor’s
training and instruction.

b. Training organization

The contractor shall describe the size and scope of the contractor’s training organization and locations of
regional training centers, if any.

c. Personnel

The contractor shall specify the number and qualifications of the training personnel who would be
assigned to provide training for Longwood University.

d. Catalog

A current catalog of all training courses offered by the contractor, including duration, cost, location, and brief
content description of each course shall be included in the proposal.

e. Training credits

The contractor shall list and describe any training courses, credits, and/or material that Longwood
University will receive with the proposed system at no cost.

f. Recommended training

The contractor shall recommend a set of training courses that will allow the Residential and Commuter Life
staff members of Longwood University to become proficient in the effective use and operation of the proposed
system. The list shall include for each course: name, catalog number, duration, location, content, and cost. The
contractor should include as part of the contract renewals the cost of training classes that may be purchased
during the renewal period. Price changes may be negotiated at time of renewal; however, the training course
prices for a succeeding one-year period shall not exceed the prior year’s contract price(s) by no more than the
percentage increase or decrease in the Other Services category of the CPI section of the US Bureau of Labor
Statistics’ Consumer Price Index for the latest twelve (12) months for which statistics are available.

2. Implementation

a. Technical Assistance

The contractor shall describe any technical assistance, either on-site or by telephone, that will be provided with
the proposed system; including man-hours, type of assistance, and any associated costs. There shall be a
conference call or onsite visit with the vendor technicians and Longwood University Technical Support to
discuss implementation issues.

b. Implementation Plan

The contractor shall submit a proposed implementation plan for training, and installation of this system. The plan
shall clearly delineate what tasks are the responsibilities of the contractor and what tasks are the
responsibilities of Longwood. The plan shall include a proposed timetable and any associated costs.
Implementation should be completed by October, 2002.

H. End User Support

1. References

The contractor shall include information regarding prior deliveries of similar software and the names, addresses, and telephone numbers of responsible customer personnel whom Longwood University may contact. At least three (3) such references shall be provided from Colleges/Universities, that utilize the contractor’s system.

2. User groups

The contractor shall identify and describe (name, address, size of membership, meeting frequency, stated purpose, etc.) any organization of users of the proposed software.

I. Account Manager

1. Availability

The contractor shall specify whether or not they provide an account manager.

2. Services

The contractor shall describe fully any services provided through the account manager, such as site visits, consultation, capacity planning, performance analysis, etc. The contractor shall state if there are any charges for these services.

J. Documentation

The contractor shall deliver the material described below with the response to this RFP. Consideration shall be given to the adequacy of such documentation:

1. A current catalog of all applicable technical manuals including name, catalog number, cost and any volume discount shall be included in the proposal.

2. The contractor shall list the number of copies and the name and catalog number of all manuals that will be provided at no charge with the proposed system and the cost of additional copies.

3. The contractor shall allow Longwood University to excerpt, summarize, and otherwise reproduce appropriate documentation for distribution for the internal use of Longwood University.

4. The contractor shall provide, if requested by Longwood University, copies of all manuals cited as references in the proposal. Longwood will return these documents, if requested, to any contractor not selected.

5. The contractor shall agree to provide updates to all manuals as they are released. The contractor shall also describe the system for distribution of such updates and any and all costs associated with updates.

L. Vendor Viability

The contractor should submit a copy of their firm’s most recent audited financial statement and the preceding fiscal years and a list of the installations made since January 1, 1995. Longwood University will respect the confidential nature of the financial statement and will return this document, if requested in writing.

M. Third-Party Software

The contractor should detail any utility products and indicate version necessary, e.g., MS Office 2000, required for the proposed application. These utilities could be either supplied by third parties or by the contractor. The
contractor should list any third party utility software that can be purchased separately and how each is supported.

III. PROPOSAL PREPARATION AND SUBMISSION

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original and seven (7) copies of each proposal must be submitted to the issuing State agency. The Offeror shall make no other distribution of the proposal.

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

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

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

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

   e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 1 1-52D of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specially identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or propriety information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

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

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that Longwood may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Complete Data Sheet, included as Attachment A to the RFP, and other specific items or data requested in the RFP.

3. A written narrative statement to include:
   a. Experience in providing the products and services described herein.
   b. Approach to providing products and services.

4. Specific plans for providing the proposed products and services including:
   a. List of proposed products including operating parameters, illustrations and warranty.
   b. What, when and how services will be performed.
   c. Time frame for delivery.

5. Proposed Price.

IV. EVALUATION CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by Longwood using the following criteria:

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<th>POINTS</th>
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<tr>
<td>1. Qualifications and experience of Offerors in providing system;</td>
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<tr>
<td>2. Quality of system offered and availability for intended purposes;</td>
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<tr>
<td>3. Specific plan or methodology to be used to perform services;</td>
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<td>4. Warranty, maintenance and training support:</td>
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<td>5. Price.</td>
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B. AWARD: 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 Offeror so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth 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 a particular proposal was not deemed to be the most advantageous. (Section 1 1-65D, 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.

*PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on July 10, 2002 at 10:00 am in the Bristow Building Conference Room. While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.
Please bring a copy of the solicitation with you to the conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 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.

V. GENERAL TERMS AND CONDITIONS

A. VENDOR’S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor’s Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply - (804) 786-3842.

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

C. ANTI-DISCRIMINATION: By submitting their bids/offers, Bidders/Offeror 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 Section 11-51 of the Virginia Public Procurement Act:

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 or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids/offers, the Bidders/Offeror certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

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

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**

Request For Proposals: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, at its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

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

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

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

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

   e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, Section 11-69).

2. **To Subcontractors:**

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

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

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

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

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

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

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

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

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

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

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

c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia’s Vendor’s Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

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

S. **INSURANCE:** By signing and submitting a bid under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§11-46.3 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGE AND LIMITS REQUIRED:**

1. Worker’s Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor’s policy
2. Employers Liability - $100,000.
3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - $500,000 — Combined single limit.

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on Procurement Services Bulletin Board for a minimum of 10 days.

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

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

**VI. SPECIAL TERMS AND CONDITIONS**

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

B. **AUDIT:** The Contractor hereby agrees to 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
Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

C. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal response to this solicitation shall be valid for 180 days. At the end of the 180 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.

D. **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.

E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of 9 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of extension. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

The third through the ninth one-year renewals will be based on the previous years’ contract as described in scenarios 1 and 2.

F. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 5 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 2 days following the request for replacement.

G. **ENCOURAGEMENT OF MINORITY VENDORS:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in State procurement activities. Toward that end, the Commonwealth of Virginia encourages minority firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

**PLEASE INDICATE IF YOU ARE A MINORITY VENDOR:** YES____ NO____

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

I. **BIDDER/OFFEROR UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each bidder/offeror to inquire about and clarify any requirements of this solicitation that is not understood. Longwood will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Bidders/Offeror must ensure that written inquiries reach the buyer at least six (6) days prior to the time set for receipt of bids/proposals. A copy of all queries and the respective response will be provided in the form of an addendum.
to all bidders/offeror who have indicated an interest in responding to this solicitation. Your signature on your Bid/Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 434/395-2246.

J. **RENEWAL OF MAINTENANCE**: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional nine (9) one-year periods, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year’s contract price(s), increased or decreased by no more than the percentage increase or decrease in the Other Services category of the CPI-W section of the US Bureau of Labor Statistics’ Consumer Price Index, for the latest twelve months for which statistics are available.

K. **SOFTWARE UPGRADES**: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth’s current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

L. **SOURCE CODE**: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

M. **THIRD PARTY ACQUISITION OF SOFTWARE**: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract’s terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the contract.

N. **WARRANTY AGAINST SHUTDOWN DEVICES**: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

O. **LATEST SOFTWARE VERSION**: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

P. **TERM OF SOFTWARE LICENSE**: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

Q. **TITLE TO SOFTWARE**: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

R. **CANCELLATION OF CONTRACT**: Longwood 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.
S. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope or return mailing label is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

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Name of Purchasing Officer ____________________________ The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope or in an envelope with the return mailing label affixed is mailed. The bidder takes the risk that the envelope, even if mailed as described above, may be inadvertently opened and the information compromised, which may cause the bid or proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

T. **WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of 12 months from the date of acceptance. During the warranty period, the contractor shall provide 8 hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within 4 hours of initial notification.

U. **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, §§ 2/1-807 through 2.1-811 of the Code of Virginia.
V. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

W. CONFIDENTIALITY (Commonwealth): The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor’s responsibility to fully comply with § 11-52 D of the Code of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as “proprietary” either prior to or at the time of submission to the Commonwealth.

X. 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:

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(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.

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The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2/1-807 through 2.1-811 of the Code of Virginia.

VII. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the RFP and negotiation.

VIII. PRICING SCHEDULE

The contractor shall provide pricing for all product and services included in proposal.

IX. ATTACHMENTS

Attachment A: Contractor Data Sheet
ATTACHMENT A

DATA SHEET

TO BE COMPLETED BY OFFEROR

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

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

   Years_____________________ Months____________________

3. REFERENCES: Indicate below a listing of at least four (4) organizations, either commercial or governmental, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

   Name and Address of Client | Length of Service | Contact Person | Phone Number

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

__________________________________________________________________________
__________________________________________________________________________

5. Check all attachments included with your proposals.
   a. Contractor Data Sheet
   b. Narrative Statements
   c. Staff Resumes

6. Be sure authorized signature appears on front page.