INVITATION FOR BIDS

ISSUE DATE: April 2, 2003

IFB# 214:03 IBM Server

TITLE: IBM SERVER

ISSUING AGENCY: COMMONWEALTH OF VIRGINIA
LONGWOOD UNIVERSITY
MATERIEL MANAGEMENT
201 HIGH STREET
FARMVILLE, VIRGINIA 23909

UNSEALED BIDS WILL BE RECEIVED UNTIL: April 15, 2003. AT 2:00 P.M.

FOR FURNISHING THE GOODS/SERVICES DESCRIBED HEREIN AND THE OPENED IN PUBLIC.

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO: James E. Simpson, Director (434) 395-2093.

IF BIDS ARE MAILED, DELIVER TO: LONGWOOD UNIVERSITY, MATERIEL MANAGEMENT OFFICE, 201 HIGH STREET, BRISTOW BUILDING, ROOM 219, FARMVILLE, VA 23909.

IN COMPLIANCE WITH THIS INVITATION FOR BIDS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES AT THE PRICE(S) INDICATED IN SECTION VII, PRICING SCHEDULE.

NAME AND ADDRESS OF FIRM: DATE:_______________
________________________________________

By:____________________
(SIGNATURE IN INK)

NAME:____________________
(PLEASE PRINT)

PHONE NUMBER:_____________

FEI/FIN NO.___________________

FAX NUMBER ( )____________

Registered eVA Vendor : yes no
**SCOPE OF WORK:**
The Vendor shall furnish and deliver all material, tools, equipment, and incidentals necessary to render operational a new IBM pSeries 6F1 server in the Communications Center of Longwood University. Longwood will provide standard 120V AC power, as required, as well as an environmentally controlled location.

Longwood University's purchasing agent shall be James Simpson at 434.395-2093 and the technical contact agent shall be Greg Tsigaridas at 434.395.2344.

The server shall include the following:

**HARDWARE:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7025-6F1</td>
<td>Workgroup Server 2:pSeries 620 Model 6F1</td>
<td>1</td>
</tr>
<tr>
<td>2432</td>
<td>Internal SCSI Cable: Ultra2 Adapter to 6-Pack</td>
<td>1</td>
</tr>
<tr>
<td>2498</td>
<td>PCI 4-CHANNEL ULTRA3 SCSI RAID ADAPTER</td>
<td>1</td>
</tr>
<tr>
<td>2624</td>
<td>32X (Max) SCSI-2 CD-ROM Drive</td>
<td>1</td>
</tr>
<tr>
<td>2830</td>
<td>POWER GXT130P Graphics Adapter (PCI/S)</td>
<td>1</td>
</tr>
<tr>
<td>3153</td>
<td>18.2 GB 10,000 RPM Ultra3 SCSI Disk Drive</td>
<td>1</td>
</tr>
<tr>
<td>3159</td>
<td>73.4GB ULTRA3 10K RPM, 1in, U3 MODULE, (DISCOVERY-2)</td>
<td>6</td>
</tr>
<tr>
<td>3627</td>
<td>IBM P76/P77 Color Monitor, Stealth Black, Captured Cable</td>
<td>1</td>
</tr>
<tr>
<td>4075</td>
<td>16 Slot Memory Expansion Card</td>
<td>1</td>
</tr>
<tr>
<td>4962</td>
<td>10/100 Mbps Ethernet PCI Adapter II</td>
<td>1</td>
</tr>
<tr>
<td>5005</td>
<td>Software Preinstall (RS)</td>
<td>1</td>
</tr>
<tr>
<td>6158</td>
<td>20/40GB 4mm Internal Tape Drive</td>
<td>1</td>
</tr>
<tr>
<td>6204</td>
<td>Ultra SCSI Adapter - Diff (PCI 3.3V)</td>
<td>1</td>
</tr>
<tr>
<td>6548</td>
<td>Redundant Power Supply</td>
<td>1</td>
</tr>
<tr>
<td>6553</td>
<td>SCSI 6-Pack Hot Swap</td>
<td>1</td>
</tr>
<tr>
<td>6555</td>
<td>Internal IPL Disk Mounting Hardware, Cables, Terminator</td>
<td>1</td>
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<tr>
<td>8061</td>
<td>512MB (2x256MB) DIMMs, Express Configuration</td>
<td>1</td>
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<tr>
<td>8066</td>
<td>2-way 750MHz RS64 IV Processor Card, Express Configuration</td>
<td>1</td>
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<tr>
<td>8071</td>
<td>Express Configuration - pSeries 620 (250F) indicator</td>
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</tr>
<tr>
<td>8700</td>
<td>Quiet Touch Keyboard - Stealth Black, US English, #103P</td>
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</tr>
<tr>
<td>8741</td>
<td>3-BUTTON MOUSE -STEALTH BLACK</td>
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<tr>
<td>9300</td>
<td>Language Group: US English</td>
<td>1</td>
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<tr>
<td>9800</td>
<td>Power Cord Specify - US/Canada</td>
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**SOFTWARE:**

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<tbody>
<tr>
<td>5692-AIX</td>
<td>System Software</td>
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<tr>
<td>598</td>
<td>Welcome Center</td>
<td>1</td>
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<tr>
<td>838</td>
<td>Aix 4.3 Update CD</td>
<td>1</td>
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<td>857</td>
<td>Aix 4.3</td>
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<tr>
<td>859</td>
<td>Aix 4.3 Server</td>
<td>1</td>
</tr>
<tr>
<td>905</td>
<td>Aix 4.3 Bonus Pack with Developer Kit</td>
<td>1</td>
</tr>
<tr>
<td>1004</td>
<td>CD-ROM</td>
<td>1</td>
</tr>
</tbody>
</table>
MAINTENANCE:
1. Same-Day 4-Hour On-Site Response 24x7 (State & Federal holidays Excluded)
   IBM Hardware Support on above 6F1 system
   a. 12-month duration commencing on date of delivery
   b. OEM authorized personnel, parts, and firmware updates only
   c. 24-hour toll-free number for problem reporting and assistance
   d. Covers 100% of all parts, labor, travel, and associated expenses
GENERAL TERMS AND CONDITIONS

A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's **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 the Purchases and Supply - (804)786-3845.

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

C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders 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 which provides:

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:
   - 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 bonafide occupational qualification reasonable 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 non-discrimination clause.
   - 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.
   - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

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 bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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, bidders 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, bidders certify that they are not currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.

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 FOR IFB’S (as applicable):

(1.) Invitation For Bids: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modifications of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
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 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, § 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 the solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) 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 complete the work/furnish the item(s) contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies 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 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 the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

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

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

   c. By ordering the Contractor to proceed with the work and 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.

2. 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.

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 be free of Federal Excise and Transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, Contractor shall have the following insurance coverage at the time the work commences. Additionally, Contractor shall maintain these during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the Commonwealth as indicated.

**INSURANCE COVERAGE REQUIRED:**

A. **Worker's Compensation-Statutory requirements and benefits;** require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy.

B. **Employers Liability - $100,000.**

C. **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.

D. **Automobile Liability - $500,000 – Combined single limit.**

**U.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 the public posting board at Longwood College for a minimum of 10 days.
V. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor’s employees; (2) 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; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) 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.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. **eVA Basic Vendor Registration Service:** $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding as they become available.

b. **eVA Premium Vendor Registration Service:** $200 Annual Fee plus a Transaction Fee of 1% per order
received. The maximum transaction fee is $500 per order. EVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

IV. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Longwood University will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

3. **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. Longwood College, its authorized agents, and/or State Auditors shall have full access to and the right to examine any of said materials during said period.

4. **IDENTIFICATION OF BID ENVELOPE:** Longwood University, 201 High Street, Materiel Management Office, Bristow Building, Room 219, Farmville, VA 23909.

5. **AWARD OF CONTRACT:** The Commonwealth will make the award on Lump Sum Total to the lowest responsive, responsible Bidder. The
purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

6. RULES AND REGULATIONS: The Contractor(s) shall be responsible for seeing that all personnel connected with the work comply with the rules and regulations of the Agency.

7. CANCELLATION OF CONTRACT: The Purchasing agency 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.

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

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

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the 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.

9. PAYMENT OF INVOICE: The service being provided will be checked against the above written specifications prior to payment of invoice. The Contractor(s) awarded this solicitation must send complete invoice to: Longwood College, Accounts Payable Office, Jackie Wallace, 201 High Street, Farmville, Va. 23909.
10. REFERENCES: Bidders shall provide a list of at least 3 references where similar goods/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Contact Person</th>
<th>Telephone</th>
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<tbody>
<tr>
<td>1.</td>
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11. DEFINITION - EQUIPMENT: As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users’ guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

12. EQUIPMENT ENVIRONMENT: Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor’s bid or proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency’s responsibility to prepare the site at its own expense to meet the environmental specifications provided.

13. 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 2 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 1 day following the request for replacement.
14. **OPERATIONAL COMPONENTS:** Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.

15. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

16. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

17. **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.

18. **YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY:** The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.
V. PRICING SCHEDULE:

Hardware______________
Software______________
Lump Sum Total________

Optional:

24-month pre-pay option on above Hardware Maintenance: _______________
36-month pre-pay option on above Hardware Maintenance: _______________