INVITATION FOR BIDS

ISSUE DATE: April 4, 2003

IFB# 214:03 Workstation

TITLE: Grainger Workstations

ISSUING AGENCY: COMMONWEALTH OF VIRGINIA

Longwood University
MATERIEL MANAGEMENT
201 High Street
Farmville, Virginia 23909

UNSEALED BIDS WILL BE RECEIVED UNTIL April 17, 2003, 2:00 P.M..

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

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

If BIDS ARE MAILED, 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) INDICTATED IN SECTION VI, PRICING SCHEDULE.

NAME AND ADDRESS OF FIRM: _____________________________

DATE: _____________________________

BY: _____________________________

(SIGNATURE IN INK)

FEI/FIN# _____________________________

NAME: _____________________________

FAX# _____________________________

TITLE: _____________________________

CHECK APPROPRIATE STATUS: CORPORATION___PARTNERSHIP___
PROPRIETORSHIP___INDIVIDUAL___WOMAN OWNED___MINORITY___

Registered eVA Vendor Yes__ No__

SCOPE OF WORK
1. Furnish labor and materials necessary to complete delivery and installation of 30 PC workstations in room G01 in the Grainger Hall, 201 High Street, Farmville, VA 23909. (See Attachment A)

2. This includes the furnishing of all parts, labor, tools, equipment, transportation and incidental services or materials required to install the equipment. There shall be no additional costs charged for work performed under this bid.

3. The Bidder shall make a careful examination of the project site, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the Work.

4. Workstations are to be: Ergonomic Nova PC workstation Model # 85-0-0022 or approved equal. Unit must be 36 inches wide by 30 inches deep by 30 inches high. Unit must mount the monitor below the surface of the desk, with black tempered glass view-port on left. Unit must have CPU storage compartment so that CPU is off the floor. Unit must have full 34inch width slide-out keyboard and mouse tray. Unit must have removable access panel in back for easy access to CPU and wiring trays. Unit must have wire management tray with side and top grommet holes. Unit must accommodate monitor of up to 17 inches wide by 18” high by 171/2 inches deep and support it at a 25 degree angle. Unit must accommodate mini-tower CPU of up to 8 7/8 inches wide. Unit must provide a UL listed 15Amp multi-plug power-strip and On/Off switch located on the front of the workstation. Unit must provide a glare hood. Unit must have black base with gray nebula top. **Quantity 30 each**

5. These specifications are not intended to be restrictive to the product of any single manufacturer. The requirements listed herein are to be considered minimum and must be met. Any item not specifically mentioned, but which is required to make a properly functioning unit, must be included.

6. Longwood University reserves the right to determine acceptability of any equipment being bid and will require names and locations where equipment is in use under similar conditions, prior to award of this bid.

7. The bidder shall guarantee all materials and workmanship for a period of twelve (12) months after final acceptance by the University and any repairs necessary shall be the responsibility of the bidder.
A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors 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 all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia, § 2.2-4343.1 E).*

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

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

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

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals),

1. *(For 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. Modification of or additions to any portion of the Invitation for
(bidders/offereors) 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/proposals), (bidders/offereors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, 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.

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

I. CLARIFICATION OF TERMS: If any prospective (bidder/offereor) has questions about the specifications or other solicitation documents, the prospective (bidder/offereor) 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:

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, § 2.2-43 63).

2. **To Subcontractors:**
   
   a. A contractor awarded a contract under this solicitation is hereby obligated:
   
   b. (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/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

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

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

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

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

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

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

Q. **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. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in 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/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/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.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker’s Compensation - Statutory requirements and benefits.

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.

   (Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper’s Liability.)

4. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

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

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.)</td>
<td>$1,600,000 per occurrence, $3,000,000 aggregate</td>
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<td>(Increased limit effective August 1, 1999)</td>
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<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$500,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $300,000 aggregate</td>
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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 Longwood University Public Posting Board, Bristow Building for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor 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, website portal www.eva.state.va.us, streamlines and automates government purchasing 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.
V. SPECIAL TERMS AND CONDITIONS

1. 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.

2. IDENTIFICATION OF BID ENVELOPE: Longwood University, MATERIEL MANAGEMENT OFFICE, 201 HIGH STREET, BRISTOW BUILDING, ROOM 219, FARMVILLE, VA 23909. IFB214:03GRAINGER WORKSTATIONS, DUE DATE, APRIL 17, 2003, 2:00 P.M.

3. AWARD: The Commonwealth will make the award on Lump Sum Total to the lowest responsive, responsible Bidder. The Materiel Management 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.

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

5. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are canceled or rejected the University reserves the right granted by 11-53 Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the University whenever such low bid exceeds the University’s available funds. For the purpose of determining when such negotiations may take place, the term available funds shall mean those funds which were budgeted by the University for this contract prior to the issuance of the written Invitation For Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The University shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be
agreed to by the University and the lowest responsive, responsible bidder.

6. **COMPLETE INFORMATION:** All bidders shall state the manufacturer and model number for products offered and enclose detailed specifications with their bids for all products offered. This is required even if quoting on the exact brand name as shown. Failure to do so may cause the bid to be considered non-responsive.

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

8. **PARKING:** Prior to the Contractor starting work, the Agency will designate an area near the site for the Contractor's employees and others connected with the work to park vehicles. Parking shall be restricted to this area.

9. **WARRANTY:** The Contractor shall provide a warranty for the entire work against defective materials workmanship, excluding vandalism, for a period of one year from the date of acceptance of the installation. The Contractor hereby agrees to furnish without cost to the Commonwealth of Virginia, all labor, materials, and transportation both ways for replacement of all parts and materials which are found to be defective during the warranty period. Warranty response shall be made within 48 hours on Agency working days. Warranty repairs shall be made within 7 calendar days after notification. Repair parts shall be readily available for at least 10 years following the date of acceptance.

10. **DELIVERY:** State your earliest firm completion date ________. This date may be contingent on the construction schedule. However installation must be completed by July 1, 2003.

11. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University’s satisfaction at the contractor’s expense.

12. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the University’s use and shall include all applicable installation charges, extra charges will not be permitted.

13. **PAYMENT OF INVOICE:** The service being provided will be checked against the above written specifications prior to payment of invoice. The Contractor awarded this solicitation must send complete invoice to: **Longwood University, Accounts Payable Office, Jackie Wallace, 201 High Street, Farmville, Va. 23909.**

14. **REFERENCES:** Bidders shall provide a list of at least
three (3) references (preferably local) where similar equipment has been provided. Each reference shall include the name of the organization, the complete mailing address, the name of a contact person, a telephone number, and the type of system furnished (without revealing proprietary information).

1.______________________________________________

2.______________________________________________

3______________________________________________
VI. PRICING SCHEDULE:

FURNISH, DELIVER AND INSTALL 30 WORKSTATIONS

LUMP SUM TOTAL

