Issue Date: June 12, 2003
Title: Credit Card Services for Student Debt Payments
IFB# 214:03CCS
Commodity Code: 90717
Issuing Agency: Longwood University Materiel Management 201 High Street Bristow Building, Suite 219 Farmville, VA 23909
Period of Contract: Date of Award through July 31, 2004, with an option to renew for four (4) additional one-year periods.
Bid Due Date and Hour: Sealed Bids Will Be Received Subject To The Conditions Cited Herein Until June 27, 2003; 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein And Then Opened In Public.
Direct All Inquiries For Information To: Jim Simpson, CPPB, VCO Director Materiel Management Phone:(434) 395-2093 Fax:(434)395-2246
IF BIDS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND CARRIED, DELIVER TO: LONGWOOD UNIVERSITY, BRISTOW BUILDING, REDFORD STREET, SUITE 219, FARMVILLE, VA.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Goods/Services Described At The Prices Indicated In SECTION 7, Pricing Schedule.

Name And Address Of Firm: ________________________________
Date:______________________________

____________________________________
By: ________________________________
(Signature in Black Ink)

____________________________________
(Name Printed or Typed)
Title: _______________________________

FEI/FIN NO. ____________________________

SSN: ________________________________

Telephone: __________________________

Fax: ________________________________

EVA Member  Yes  No (Circle the appropriate response)
CHECK APPROPRIATE STATUS:
CORPORATION ____ PARTNERSHIP ____ PROPRIETORSHIP ____ INDIVIDUAL ____ WOMAN OWNED____ MINORITY OWNED ____
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PURPOSE: The intent and purpose of this Invitation For Bids is to establish a contract with one qualified Contractor for the furnishing of credit card services for student tuition and fees to Longwood University.

GENERAL:

Issuing/Contracting Office: This Invitation for Bids is issued by Longwood University. The Department of Materiel Management, Longwood University is the sole point of contact for purposes of this IFB, resulting bids, and any resulting contract(s), unless otherwise stated herein.

Revisions to the Invitation For Bids: In the event it becomes necessary to revise any part of this IFB, addendums will be posted at: http://www2.longwood.edu/ifbrfp/reviewifb.asp

Definitions: The terms "The Purchasing Agency" and/or "The Purchasing Office" shall mean the Department of Materiel Management, Longwood University.

Background: Longwood University is a public institution of the Commonwealth of Virginia located in Farmville, Virginia. It is a coeducational, comprehensive public university with a highly diverse curricula for undergraduates and selected graduate programs. The University limits enrollment to ensure continuing close interaction between students and faculty and to maintain other advantages of a medium sized university. Currently, the university has a student population of approximately 4,200 students.

SCOPE OF WORK:

Specifications: Furnish all labor, tools, materials, and equipment required for the completion of all work as specified herein.

Compliance: All work and materials shall be in strict compliance with the specifications.

Requirements:

A. Contractor shall provide the means by which student’s tuition and fees may be paid to the University by credit card using the phone or the University web page utilizing a sure method that meets with Longwood Universities’ security/privacy policies/procedures as well as other governing regulatory bodies.

B. Contractor must provide a toll-free number. When calls to the toll-free number or log on into the University website are made, the student’s social security number or student ID number; credit card number; and the amounts paid must be entered.

C. When payment is accepted, a confirmation number must be provided.

D. The University staff will access the Contractor’s website each day to download the
payment data. This data transmission must utilize appropriate security/encryption
protocols as defined in Requirement A.

• Saturday and Sunday transactions will be downloaded on Monday morning.

• University closing and holiday transactions will be downloaded on the
morning of the next business day.

• The data should contain the student’s social security number, student ID
number, name, amount paid in the form of ASCII file.

• Information on the Contractor’s website must be available to the University
on a real-time basis.

E. The Contractor must transfer 100% of the payment made toward the debt to the
University’s bank account within twenty-four (24) hours of the credit card
transaction.

F. The Contractor must display two descriptor lines on the credit card statement.

• The first to read: Longwood University and the amount.
• The second to read: Convenience fee and the amount.

G. The Contractor must provide assistance in payment verification, payment settlement
and any charge back mediation.

H. Contractor must accept payments twenty-four (24) hours a day/ seven (7) days a
week.

I. Contractor should accept payments made with American Express, Discover, Master
Card and Visa credit cards.

J. Contractor must notify the party of any payment declined and the reason it was not
accepted.

K. Contractor must provide customer service to individuals from 8:00 a.m. to 5:00 p.m.
Eastern Standard time, Monday through Friday, with the exception of holidays.

L. Contractor must provide the daily transaction report and remittance files
electronically to the University and make available on the website.

• Transaction report to include student name and social security number; student
ID number, the amount of payment; the amount of the convenience fee; credit
card used to make payment and the time of payment.

• Transaction report to be available at the close of business each day.
M. The Contractor will be responsible for the administration and processing costs related to retrieval requests, charge backs/refunds.

N. The Contractor must provide a means by which to identify/block the use of a credit card or an account number that has been involved in a retrieval/charge back/refund situation.

O. The Contractor will not utilize banner ads or advertisements/solicitations to any Longwood patron that utilizes this system (by phone or internet).

4. **GENERAL TERMS AND CONDITIONS:**

4.1 **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.

4.2 **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.

4.3 **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 ’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, 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.

4.4 **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.

4.5 **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.

4.6 **Debarment Status:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.

4.7 **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.

4.8 **Mandatory Use of State Form and Terms and Conditions for IFBs:** 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 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.

4.9 **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.
4.10 **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*, '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.

4.11 **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.

4.12 **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 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.

4.13 **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.

4.14 **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

4.15 **Changes to the Contract:** Changes can be made to the contract in any of the following ways:

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

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

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

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

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia 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.

4.16 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.

4.17 Insurance: By signing and submitting a bid under this solicitation, the bidder 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 " 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder 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.

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. When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the sentence above should change 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.)

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 University Public Bid Board located in the reception area of the Materiel Management and Contracts office for a minimum of 10 days.

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, *A 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 for engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
5. SPECIAL TERMS AND CONDITIONS:

5.1 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 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.

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

5.3 Award of Contract: The Commonwealth will make the award(s) on the lowest convenience fee (usage) basis to the lowest responsive and 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.

5.4 Blanket Fidelity Bond: Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all personnel under contract to the Commonwealth of Virginia, with a penalty amount of not less than $50,000, naming the Commonwealth of Virginia as co-obligee. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.

5.5 Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (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.
5.6 **INDENTIFICATION OF BID ENVELOPE:**

Name of Bidder

_____________________________________________________

Due Date       Time
June 27, 2003  2:00P.M

Street or Box Number

_____________________________________________________

IFB No. 214:03CCS

City, State, Zip Code

_____________________________________________________

Credit Card Services for
Student Tuition & Fees

Name of Contract/Purchase Officer or Buyer, James E. Simpson

IFB Title

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid 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.

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

5.8 **References:** Bidders shall provide a list of at least 3 references where similar goods and/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.

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5.9 **Renewal of Contract:** This contract may be renewed by the Commonwealth upon written agreement of both parties for **four (4)** successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

5.10 **Contract Documents:** The contract documents shall consist of a Commonwealth of Virginia Notice of Award, this Invitation For Bids and the bid submitted in response thereto by the Contractor, the general terms and conditions, special terms and conditions, scope of work specifications, and other data contained in this Invitation For Bids together with all written modifications thereof.

5.11 **Registration/Licenses:** The Contractor shall possess, and maintain throughout the period of contract performance, all licenses required by Federal or Commonwealth of Virginia Laws or regulations for the performance of any and all work required by this contract. Contractor shall provide written proof of licensing when requested by the Agency.

5.12 **Late Bids:** To be considered for selection, bids must be received by the Materiel Management (MMC) office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the MMC office. Bids received in the MMC office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Bidder to insure that its bid reaches the MMC office by the designated date and hour. Bid receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

6. **METHOD OF PAYMENT:** Payment made to the Contractor will be the charge added to the credit card and collected from the individual. No payments will be made by the University to the Contractor.
7. **PRICING SCHEDULE (BID):** The Contractor agrees to provide the services in compliance with the scope of service and terms and conditions at the firm fixed price as follows:

A. The Contractor must provide the amount(s) it will charge the individual to use a credit card to pay debts owed to the University. The amounts should cover debt payments from $1.00 to $9,000 per payment. For the most recent Spring 2003 term the University received 5,285 payments with an average amount of $800.36 for tuition and fees. The Contractor will indicate the flat fee charge for the rate of payment that they utilize.