INVITATION FOR BIDS
IFB

Date: March 17, 2004

Title: Microsoft Campus Agreement – Version 3.2

Issuing Agency: Commonwealth of Virginia
Longwood University
Department of Materiel Management
Bristow Building Room #218
201 High Street
Farmville, Virginia 23909

Using Agency and/or
Location where work will be performed: Longwood University


Sealed Bids Will Be Received no later than 2:00 PM, local time on April 8, 2004.

All Inquiries for Information should be directed To: James E. Simpson, Director, Materiel Management Office, (434) 395-2093.

IF HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS BRISTOW BUILDING, CORNER MAIN (U.S. BUSINESS 15) AND REDFORD STREETS, ROOM #218, FARMVILLE, VIRGINIA 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 V. Pricing Schedule.

Name and Address of Firm:

Date: __________________________

By: __________________________

Signature in Ink

FEI/FIN No. ________________________

Name Typed or Printed

Telephone No. ______________________

Fax No. ______________________

Addendums: Any changes resulting from pre-bid, pre-proposal conferences or the University’s requirements will be issued in an addendum and will be posted to the eVA (http://www.dgs.state.va.us) and Materiel Management (http://www.longwood.edu/materielmanagement) Click on Solicitations/Awards. It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so may cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents.
eVA Member _____yes  _____no

*See item X. of General Terms and Conditions for eVA Membership Information.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>I. Purpose</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>III. General Terms and Conditions</td>
<td>4</td>
</tr>
<tr>
<td>IV. Special Terms and Conditions</td>
<td>13</td>
</tr>
<tr>
<td>V. Pricing Schedule</td>
<td>16</td>
</tr>
</tbody>
</table>
NOTICE OF INVITATION FOR BIDS (IFB)

I. **Purpose:** Longwood University is seeking compliant bids for a legal license for the Microsoft Campus Agreement – Version 3.2. Compliant bid responses must be received from Authorized Microsoft Education Large Accounts Resellers (LAR). Information on the Microsoft Campus Agreement Version 3.2 can be found at the following url: [http://www.microsoft.com/education](http://www.microsoft.com/education). This IFB will replace the current contract which expires on June 30, 2004.

II. **Scope of Work:** Longwood University is seeking bids for legal license for the Microsoft Campus Agreement – Version 3.2.

- The Microsoft Campus Agreement shall apply to the faculty, staff, and students of Longwood University under the terms of the agreement as set forth by Microsoft Corporation and according to the terms and conditions outlined below.

- Pricing shall be provided on a *per student FTE* and as a *per faculty/staff FTE* basis. The institution’s current FTE counts, as determined by the guidelines presented on the Microsoft *Campus Agreement Subscription Order Form* are as follows:

<table>
<thead>
<tr>
<th>Faculty and Staff FTE:</th>
<th>458</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student FTE:</td>
<td>3741</td>
</tr>
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The Faculty and Staff FTE count is current; the Student FTE count is based on Fall 2003 enrollment statistics – the latest available. The total Faculty, Staff, and Student FTE count constitutes the entire institution including part time faculty, staff, and student full time equivalents, excluding staff members categorized as maintenance, grounds keepers and cafeteria workers.

- The initial Microsoft Campus Agreement contract period shall be from July 1, 2004 through June 30, 2007.

- The Microsoft Campus Agreement may be renewed for up to an additional 2 (1) one-year periods. For each successive renewal, the total contract price will be based on the then current institutional Faculty/Staff FTE count, and the official Student FTE count from the proceeding regular academic school year. The University wishes to take advantage of the three (3) year Subscription Option which allows for consistent pricing for years one through three.

- The University wishes to utilize the Client Access License (CAL) for Microsoft Office Professional and Office for Mac Standard, Microsoft Office Front Page, Microsoft Windows Professional Desktop Operating Systems Upgrades, Visual Studio, Net Professional Academic, Microsoft Office Project Professional, and Microsoft Core Client Access License (CAL).

- The University will provide the Microsoft software to students via the Student Option.
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. DEBARMEMENT 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 referenced in the solicitation.

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 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.
IV. SPECIAL TERMS AND CONDITIONS:

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

2. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for a term of 3 years with the option of 2 successive one year renewals, under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however in no case shall the maintenance cost for a succeeding one-year period exceed the prior year’s contract price(s), increase or decreased by no more than the percentage increase or decrease in the Good’s category of the CPI-W section of the US Bureau of Labor Statistic’s Consumer Price Index, for the latest twelve months for which statistics are available.

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

4. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, 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. 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.

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

7. AWARD: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making award.

8. 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.

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

10. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

   From: __________________________
   Name of Bidder/Offeror
   __________________________
   Due Date: __________________________
   Time:
   __________________________
   Street or Box Number
   __________________________
   IFB No./RFP. No.
   __________________________
   City, State, Zip Code
   __________________________
   IFB/RFP Title

   Name of Contract/Purchase Officer or Buyer: __________________________

   The envelope should be addressed as directed on the label or Page 1 of the solicitation.
If a bid/proposal is not contained in a sealed envelope with the label or properly addressed, the bidder/offeror 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 or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

1. Longwood College does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment. (Code of Virginia, § 11.41)

11. **LATE PROPOSALS:** To be considered for selection bids/proposals must be received in the Materiel Management office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Materiel Management Office. Proposals received in the Materiel Management Office after the date and hour designated are automatically disqualified and will not be considered. The College is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental College Mail System. It is the sole responsibility of the Bidder/Proposer to insure that its proposal reaches the Materiel Management Office by the designated date and hour. Parking is difficult, plan to arrive early. If an bidder/offeror requires ADA accommodations to deliver proposals, please contact the Materiel Management office ten days prior to solicitation opening.

12. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 11-53 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency’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 agency 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 agency 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 agency and the lowest responsive, responsible bidder.

13. **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.

14. **Addendums:** Any changes resulting from pre-bid, pre-proposal conferences or the University’s requirements will be issued in an addendum and will be posted to the eVA and Materiel Management web pages. It is the sole responsibility of the bidder/offeror to check these web pages for all changes to the IFB’s or RFP’s prior to submission. Failure to do so will cause your bid or proposal to be determined non-responsive. Longwood University will not mail or fax these documents.

*Longwood College shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood College shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)*
V. **PRICING SCHEDULE:**

Microsoft Campus Agreement Version 3.2 per Faculty/Staff FTE

____ x 458 F/S FTE = $________

____ x 3741 Student FTE = $________

Total Microsoft Campus Agreement Bid Price $__________