

REQUEST FOR PROPOSALS (RFP)

Issue Date: September 6, 2013
Commodity Codes: 91500, 91524, 91551, 91575, 91577

RFP#214-14-ResNet
Title: Residential Network Subscription Services

Issuing Agency: COMMONWEALTH OF VIRGINIA
Longwood University
Materiel Management
201 High Street, Bristow Hall, Room 218
Farmville, Virginia 23909-1896

OPTIONAL PRE-PROPOSAL CONFERENCE:
September 17, 2013 at 10:00 a.m.
Bristow Hall, Room 211
Longwood University
Farmville, Virginia

Location Where Work Will Be Performed: Longwood University, Farmville, Virginia

Period Of Contract: From December 1, 2013 through November 30, 2018. Optional five (5) successive one (1) year renewal periods.

Sealed Proposals Will Be Received Until: September 27, 2013 at 2:00 p.m. Local Time For Furnishing The Goods/Services Described Herein. **Proposals Shall Be Date/Time Stamped By The University Upon Receipt.**

All Inquiries For Information Should Be Directed To: James E. Simpson, Director of Materiel Management at (434) 395-2093. Questions must be submitted using the Written Pre-Proposal Question Form included with this RFP as ATTACHMENT 1.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Bristow Hall, Room 218, Corner of Main and Redford Streets, Longwood University, Farmville, Virginia.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

State Corporation Commission (SCC) ID#: _____ (See General Terms and Conditions BB. and Special Terms and Conditions 34.) or statement describing why bidder is not required to have a SCC ID# must be furnished with your proposal.

eVA Member: [] Yes [] No

eVA Vendor ID#: _____

Check all that apply: Small Business []

Minority-Owned Business []

Woman-Owned Business []

Note: Offeror shall be a member of eVA on the date and time designated for receipt of proposals to be awarded this contract. See General Terms and Conditions X, page 25 for membership details.

Name And Address Of Firm:

_____ Zip Code _____

E-mail: _____

Phone: (_____) _____
(Toll Free, if available)

DMBE Certificate Number _____

Certification Date ____/____/____

Expiration Date ____/____/____

You are encouraged to register with the Department of Minority Business Enterprise, (DMBE) at <http://www.dmb.e.virginia.gov>.

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print or Type)

Title: _____

Fax: (_____) _____
(Toll Free, if available)

Facilities Tours: Facilities tours, which are not mandatory, will be conducted after the pre-proposal conference on September 17, 2013. Offerors interested in additional facilities tours must arrange an appointment by contacting the Director of Materiel Management at (434) 395-2093.

ADDENDUMS: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website, <http://www.eVA.virginia.gov>, the Longwood University Materiel Management website, <http://tkts.longwood.edu/ifbrfp/reviewrfp.asp>, click on Commodity & Proposal Number [214-14-ResNet](#), and the Public Posting Board at the front of Bristow Hall at the corner of Main and Redford Streets in Farmville, Virginia.

It is the sole responsibility of the offeror to check these web pages for all changes to the RFP prior to submission. **Failure to sign and return addenda may cause your proposal to be scored lower.** Longwood University will not mail or fax these documents.

A signed acknowledgment of all addendums **must** be submitted with your proposal. Signature on the addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

Longwood University in Farmville, Virginia is seeking a technology partner to provide and manage a state of the art, comprehensive, turnkey technology environment for the University's residential network (ResNet). Services are to be provided for approximately 5,000 residential students housed in nine (9) on-campus residence halls and three (3) off-campus apartment complexes consisting of thirty-five (35) buildings.

This RFP sets forth terms and conditions, features, services, technical requirements, and operational constraints for the desired environment. The Offeror shall study this RFP and prepare a response that conforms to its requirements. Offerors are encouraged to propose creative, forward thinking, and realistic solutions. Although the university named in the RFP is specifically the Longwood University, the RFP is intended to select a Contractor that can also be used by other higher education institutions in the Commonwealth of Virginia to provide the services described herein.

II. BACKGROUND

Currently, data/Internet connectivity, cable TV and one-line-per-room telephone services are provided to students by the University. The University collects payment for these services from students in the residential fees students pay. These services, which were more than adequate a few years ago, are meeting only minimum need levels today.

The residential network at Longwood was designed to meet the academic needs of its students. For many years, the network adequately met student needs and performed well. However, today's students have greater expectations than students in the past. The line between entertainment use and academic use of the Internet has become blurred. Entertainment, social interaction, and academic activities are now intertwined. Bandwidth hungry applications such as streaming media, peer to peer file sharing, videoconferencing, online gaming, and voice over IP are no longer the exception, they are the rule. As a result of the changing nature of Internet usage among students, the University has found it difficult to provide adequate performance and bandwidth for student Internet access. In addition, the proliferation of cell phones among students has caused a dramatic decrease in the number of students who use University provided "land line" telephones. This has resulted in the loss of long distance revenue that the University used to receive for long distance calls made from the University's phone system.

Students are now requesting additional services that the University is unable to provide including additional Internet bandwidth, premium TV stations, more IP-based entertainment, and better cell-phone reception inside the residence halls, as well as more widespread wireless connectivity. As a result, the University is seeking to partner with a Vendor to provide technology services for its residential network. The University is seeking to provide predictable costs, higher student satisfaction, and greater service selection for students that will allow students to pick and choose services as they desire beyond the basic academic use services purchased for them by the University.

III. STATEMENT OF NEEDS

The University is seeking a vendor with experience providing communications services to residential students, as described in this RFP. The vendor will be the sole provider of the services and will be a reflection of the University in the eyes of the students and their parents. The vendor must have a broad understanding of the higher education environment and student expectations and needs in particular. The University is seeking a vendor that tracks and analyzes student usage patterns and technology trends in preparation for transition to future technologies. This foresight on the part of prospective Vendors should be reflected in past decisions concerning equipment options including robustness and expandability, change out timing, introducing new devices or services to customers, etc. Offeror shall describe and provide examples of how it plans to meet this requirement.

Vendor Response:

A. Existing Residential Network Infrastructure

Students are housed in residence halls and apartments during the main semesters, from mid-August to mid-May. Each year, approximately 300 students are housed during the summer term which is typically June and July. In addition to the summer term, the University hosts conferences and have had as many as 8,000 attendees during the summer months. The number of occupants per room/apartment may change from semester to semester. Current total network port count is 3,273: Longwood Landings 408, Lancer Park 743, Longwood Village 264, and University 1,858.

Each building has a functioning copper cable plant (category 5 in residence halls and category 5e in the apartments) for data. With few exceptions, rooms/apartments have one data jack per occupant. The ratio of available data jacks in each room/apartment to number of students housed in each room/apartment varies from semester to semester. There is one coaxial cable jack for TV and one copper phone jack installed in each room/apartment that is shared by all students housed in the room/apartment. The existing coaxial-cable-distributed television service received from Shentel Communications at a head-end facility located in Hiner Hall delivers entertainment, educational, and University-produced channels over analog signals to student rooms and other areas on campus. With the cooperation of Shentel, the CATV lineup is the same for on campus and off campus properties. Current total port count is 2,371: Longwood Landings 120, Lancer Park 227, Longwood Village 78, and University 1,946.

All buildings have multimode and single mode fiber optic cabling installed connecting each building to one of three central locations (see Exhibit A below). The three central locations are all interconnected with multimode and single mode fiber optic cabling. Each building is equipped with an uninterruptible power supply and a Cisco Ethernet switch providing 10/100 Ethernet access ports.

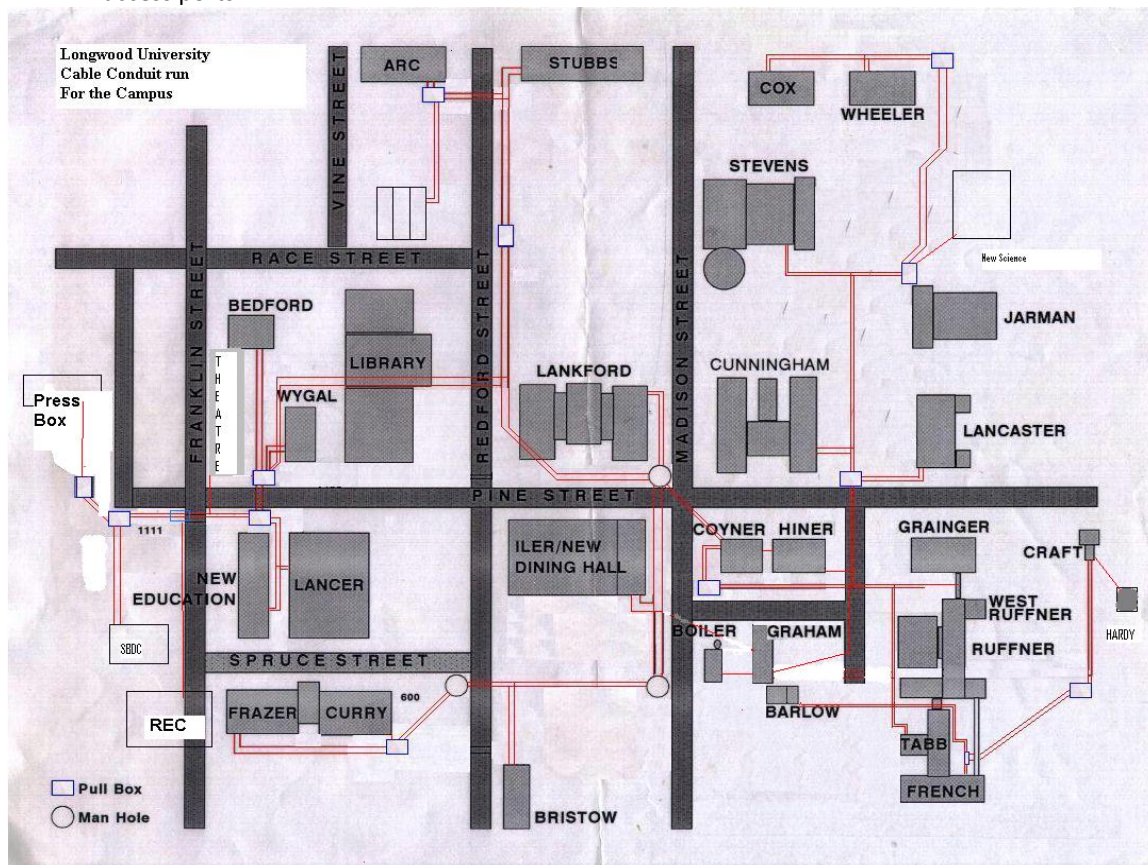


Exhibit A – Longwood campus multimode and single mode fiber optic cable plant.

All student Ethernet access in the residence halls and all wireless access in all locations (including in academic and administrative buildings) at the University are protected by Cisco's Clean Access network admission system, which is configured to ensure that devices connecting to the University's network are operating with current operating system patches and anti-virus definitions. Users who do not comply, and guests, have access for a limited session length and with limited services available. This feature is not a requirement of this RFP.

The University understands that there could be various ways to provide the improved services to the students including (1) using the infrastructure that is in place with upgrades where necessary, (2) replacing all equipment with vendor-provided equipment, (3) replacing or upgrading specific types of equipment or cabling, i.e. TV-related only, (4) or other arrangements. The Offeror shall fully describe their proposed solution, methodology, timeframe and expectations of Longwood University. The network equipment in the campus residence halls is owned by the University, the equipment in the apartment complexes is owned by others. The CATV taps, amplifiers, etc. is owned by others on and off campus.

Vendor Response:

The University expects some form of compensation for the use of its equipment and cabling infrastructure. Initially it may be true that the Offeror will use Longwood equipment and cabling exclusively. Over time, as the Offeror replaces and adds equipment and services, the Offeror could eventually be the sole owner of all the components necessary to provide communications services. However, all of the building-embedded cabling will remain owned by Longwood even when the Offeror has added or replaced runs, but it will be installed, maintained and replaced by the Offeror for the duration of the relationship. Compensation to Longwood for use of its infrastructure will be based on the percentage that is owned by Longwood and the services provided through it.

Vendor Response:

B. Desired Services

1. Overview

a. The University desires a managed, state of the art, turnkey, dynamic, scalable technology environment that provides an integrated and comprehensive suite of services and features that are required to maximize the collaborative, academic, and entertainment value of the University's residential network with no perceptible decrease in performance even during peak use periods. The desired system must include accounts for University support personnel and provisioning for guest access to be provided on an as needed basis (visitors, conferences, demonstrations, etc.). The required services shall be provided in two categories: Bulk and Individual Retail (opt-in) services. The following services and features are desired:

- Secure, guaranteed, unrestricted, high speed, authenticated wired (Ethernet) and wireless (802.11b/g/n) data network/Internet access with 24/7/365 network coverage,
- Opt-In, higher speed Internet access service offerings for students who desire faster Internet access speeds,
- Optional Distributed Antenna System for cell phone coverage,
- Customizable digital and/or cable television (TV) services; digital TV services that include IP Video/Analog channels/High Definition (HD) TV channels/Desktop TV/Common Area TV services are preferred,

- Opt-in TV service for premium channels,
- Optional Integrated and comprehensive emergency alert system (TV),
- 24/7/365 phone support, and
- On-site support technician(s), as required.
- Optional Services as specified below.

NOTE: **Opt-in** services are offerings by the Vendor for which the students may subscribe via a direct billing relationship between the student and the vendor. **Optional** services are services that the university desires and encourages the Vendor to include in their proposal.

- b. The quality and features of the services provided must be comparable in performance and features to service offerings available to citizens in the Farmville area from local providers. In addition, as services and technology standards available to the local community evolve and improve services and technology standards provided by the Vendor to University students must also evolve and improve accordingly and in a timely fashion. The cost of individual retail services (opt-in) must remain lower than the cost of similar services available from providers to members of the local community. Escalations and price adjustments will be addressed annually prior to contract renewal date and prices must remain lower than the cost of the same services available to the local community. The University seeks to provide the best possible service to its students at a reasonable price. Firms may and are encouraged to be creative and submit additional proposals with innovative approaches to help the University achieve this goal. Vendors are to provide a proposal for Bulk Service at the lowest possible price in "XV. Pricing."

2. Infrastructure

- a. Vendor is expected to own, maintain and operate all active infrastructure components, including switches, IP addresses, routers, servers, access points, uninterruptible power supplies (UPS), receivers, amplifiers, and other necessary devices. During a transition period the University may consider proposals from the Vendor to pay the University fees for use of current University-owned infrastructure components (with the Vendor maintaining and operating them). As the equipment requires replacement, the Vendor will be responsible for the purchase, installation and maintenance of the equipment unless it falls within the SmartNet maintenance of Cisco. Vendors must fully describe their approach to provisioning/using Longwood and/or vendor-provided equipment and on-going maintenance and replacement of same.

Vendor Response:

- b. Vendor must supply all additional hardware, equipment, labor, components and ancillary items (other than University-provided Site, Building or Unit cabling infrastructure, for which the Vendor will assume maintenance and replacement responsibility) necessary to deliver the services to the residents. The University retains responsibility for all components on its side of the point(s) of connection between its networks and the Vendor's network, which must be located on University property in a site selected by mutual agreement between University representatives and the Vendor. Vendors must describe any additional hardware, equipment, etc. they plan to supply and include the amount of space needed in the main point-of-presence as well as in individual closets if necessary. Additionally, describe the methodology accompanied by a

schematic of the proposed interface/interaction of the Vendor's and Longwood's networks supporting Internet access.

Vendor Response:

- c. Vendor shall install and configure all systems and/or components in compliance with Longwood Telecommunications Design Guidelines as well as FCC, BICSI, National Electrical Code, special UL requirements, local requirements, and manufacturers' recommendations. The Vendor shall abide by these standards unless a written request for a waiver is granted by Longwood. If Internet traffic shaping is employed, Longwood shall receive high priority. The standards include requirements for cables, cabling techniques, conduit, racks, grounding, and any equipment and accessories listed and not listed. Longwood Telecommunications Design Guidelines are available at:
http://www.longwood.edu/assets/cts/Longwood_wiring_standards.pdf.

Vendor Response:

3. Bulk Services

Bulk Services shall be purchased by the University to be managed, supported, and delivered to students by the Vendor. Bulk services include basic TV/video, basic Internet access, and any optional services accepted by the University such as the "Emergency Alert System". The system must be comparable to services available to the typical residential customer in the local community supporting the same variety of devices such as personal computers, and all major game consoles (WII, PS2/3, Xbox, Xbox 360), etc. In responding to this RFP, the Vendor must fully describe its plan for providing these services.

Vendor Response:

a. Bulk Video/TV Services

The University seeks to provide a HDTV capable video over IP system that runs over the IP network (digital cable delivered over coaxial cable will also be considered) that provides live video distribution such as real time broadcast of live events, feeds from cable TV, feeds from the University produced channels, on-demand and scheduled delivery of TV programs, entertainment, and academic programs. The offer shall include provisioning of bulk television service to each residential room/apartment complex plus selected areas which service will be required, see Attachment B, Cable TV Outlet Locations. Longwood prefers to maintain the current channel lineup for basic service, see "Attachment A, Lancer TV Channel Lineup." List the basic channels included in your offer. The University will consider proposals for various and additional services including HDTV over coaxial cabling.

Vendor Response:

b. Bulk Internet Services

The Vendor shall provide 24/7/365 network coverage, high speed, secure, guaranteed, unrestricted, wired (Ethernet) Internet access for each student residing in rooms/apartments. The minimum bandwidth of the connection available to each student will be determined annually by the University after

good-faith consultation with the Vendor and consistent with the commercial offerings available in the surrounding community. The Vendor must describe the anticipated performance characteristics of the Internet access system including a plan for expected future growth (this may take the form of a commitment to “index” service levels against those offered by commercial providers in the local community as they evolve over time).

Vendor Response:

Wireless access shall be secure, guaranteed, unrestricted, high speed, authenticated wireless (802.11b/g/n) data network/Internet access with 24/7/365 network coverage. Wireless access coverage will be provided to reach each student room/apartment with adequate signal strength. Minimum coverage will be defined as the ability to associate with an access point anywhere within students’ rooms/apartments and within a 50’ radius outside each building. Wireless access will not be dependent on a particular vendor branded card and will be compatible with 802.11b/g/n standards with subsequent standards set in accord with national standards and practices.

4. Optional Bulk Services

a. Emergency Alert System

Vendors, as an option, may describe how they would assist the University in expanding its emergency alert capabilities. Desired features and services include an integrated and comprehensive emergency alert system (TV). If offered, the Vendor must describe broadcast notification capabilities provided through the systems offered and how the University can integrate use of these capabilities with the other tools it has acquired for this purpose. Include in the description the types of equipment/software required, requirements for end-users to receive the notification, process to launch a notification and cost breakdown.

Vendor Response:

5. Individual Retail Services

Individual Retail Services (opt-in services) will be provided by the vendor directly to individual subscribing students. Vendors are encouraged to make suggestions and proposals regarding opt-in services and available features. Additional services must not degrade basic services. Generally, student phone service, higher speed Internet access, and premium TV channel access are all opt-in services. The Vendor will be solely responsible for billing and collecting from students who choose opt-in services. LONGWOOD will have no responsibility to the vendor for payment of individual retail services ordered by any students. All contracts, billing and associated administrative functions required for opt-in services shall be contracted between the vendor and the individual student without University involvement.

Vendor Response:

a. Premium Internet Service

Students must be able to individually subscribe for increased bandwidth and higher performance Internet access. The vendor will bill the students directly on a monthly or semester frequency. Special promotional pricing and packages

shall be offered periodically. Premium services offered to students for additional charge could include things such as the following:

- Private IP space – to allow multiple devices to be connected to a single service jack.
- Public static IP address – dedicated address for serving devices.
- Increased bandwidth.

Vendor Response:

b. Premium TV Service

- (i) Premium, customizable digital and/or cable television packages will be available for student subscription. Digital TV services that include IP Video/Analog channels/High Definition (HD) TV channels/Desktop TV/Common Area TV services that provide high definition, sports, movies, music, movies, pay-per-view movies, and special events, etc. are preferred. However, TV programming delivered over coaxial cabling will be considered. Premium TV services will be billed by the vendor to the individual student opt-in subscribers on a monthly or semester frequency. Special promotional pricing and packages shall be offered periodically. Premium television services (i.e., premium movie channels beyond the basic agreement with the University) are to be contracted directly with student residents and billed directly to the students, separate from the University agreement.

Vendor Response:

- (ii) Describe your premium television service offer, billing schedule, account maintenance, support and termination procedures. Include procedures a student would follow to order services.

Vendor Response:

c. Cell Telephone Service

Most students have cellular phones that they acquired before coming to Longwood. Cell signal strength is uneven throughout the residence halls, and the University has taken no steps to amplify signal strength in them. As an option, the Vendor may include the provision of a DAS (Distributed Antenna System). Longwood recognizes the rapidly changing nature of this technology and encourages the vendor to be creative and forward thinking in their solution.

Vendor Response:

6. **Subscriber Billing**

Vendor must describe the capability to monitor, meter, and limit usage on a per Unit basis, and generate relevant management reports. Describe proposed billing process, frequency, method of bill delivery, and payment methods and policies. Include a sample bill if possible.

Vendor Response:

7. **Marketing Assistance**

- a. Longwood will work with Vendor to market the services to current and prospective students. Longwood will determine where, how and in what University-controlled publications or University websites (if any) to display marketing materials.

Vendor Response:

- b. Vendor must provide Longwood updated descriptions (in electronic form) of all services on an annual basis with the ability for LONGWOOD to make modifications. Student-specific service descriptions will optionally be used for LONGWOOD-controlled print and on-line publication purposes. The service descriptions will include minimum requirements and recommendations for devices to use the Bulk Services as well as any requirements needed for Individual Retail (subscription) services and subscription procedures.

Vendor Response:

- c. Describe fully your proposed marketing plan and include examples from previous installations, if available.

Vendor Response:

8. **Implementation Plan**

- a. Vendor will supply Longwood Project Manager a complete Implementation Plan addressing all services and project phases. Depending on the proposed implementation, the Vendor must submit one or multiple plans covering proposed services. See 9. Implementation Schedule for desired implementation timeframe.

Vendor Response:

- b. This plan will be submitted within 10 working days after the Award of Contract date, and will be updated by the Project Coordinator and forwarded to Longwood Project Manager on each of the "Scheduled Dates." For each service, the plan will include, but not be limited to:

- Final system configuration approved
- Equipment ordered
- Equipment shipped
- Equipment delivered to Vendor
- Equipment delivered on site
- Installation checklists supplied to Longwood
- System "turn-up" and testing
- Completed installation checklists provided to Longwood
- Completed job acceptance

Vendor Response:

9. **Implementation Schedule**

- a. The University must offer students the new and expanded services as quickly as is reasonable and possible. Due to the scope of this project, it is likely that implementing in a phased overlapping approach might be suitable.
- Phase I: Video program-delivery service (if replacing current cable-distribution service). This system may require a major overhaul based on the vendor's analysis of the current infrastructure, and the implementation date will therefore be negotiable based on the outcome of that analysis. Ideally, the University hopes the replacement/upgrade of components would take place with completion by December 1, 2013.
 - Phase II: "Emergency Alert System" (if provided by vendor) by December 1, 2013.
 - Phase III: Provide the High Speed Internet service by July 2014.
 - Phase IV: Wireless access in the Residence Halls by July 2014.
 - Phase V: Improvements/options for the student cellular DAS environment. The solution should be agreed upon by December 15, 2013 for adequate marketing lead time, with the desired rollout to take place summer 2014.

Vendor Response:

- b. The schedule is aggressive and may require alteration in order to ensure that end products are not compromised because of inadequate time constraints. Timeline is based on existing contract expiration dates with current provider. The University requires that the vendor examine the schedule closely and propose modifications as appropriate. Access to residence halls will be controlled by University policy. **Responders must describe fully the proposed implementation schedule.**

Vendor Response:

10. **Contacts**

Vendor will provide Longwood with a contact name and 24-hour support number. Also include the escalation of contact names and numbers.

Vendor Response:

11. **Conditions**

- a. Vendor will be required to become fully informed of the conditions relating to the installation and labor under which the work will be performed, and Vendor must employ, so far as possible, such methods and means to carrying out his work as will not cause any interruption or interference with any other Vendor or Contractor.

Vendor Response:

- b. If the Vendor deems any existing conditions might adversely affect the satisfactory execution of any work required in this IFB, the Vendor must supply a written report to Longwood. Longwood will make corrections it deems necessary and instruct the Vendor when work will begin. If the Vendor begins any work, this then constitutes the acceptance of all existing conditions and

any corrections that need to be made on unsatisfactory or defective work will be done at the expense of the Vendor.

Vendor Response:

12. **Pricing**

All pricing must be included in a separate attachment, clearly marked. One full year of services as described in Section 13. **Service and Maintenance Requirements** must be included with the complete proposal with pricing quoted yearly thereafter. Pricing shall be submitted for the following:

Service provided in residence halls on the University campus
Service provided in apartment complexes off campus
Service provided for all residence hall and apartment complex buildings

Vendor Response:

- a. Vendor must include pricing based on a revenue share model, individual subscriber model with revenue share as well as a bulk by the "Unit Cost" model.

Vendor Response:

- b. Vendor must show pricing for a 5 and 10 year term to be listed separately. All pricing models must include provisions for:
- A maximum reduction of 7 percent in the number of or occupancy of residence halls and
 - A maximum increase of 30 percent in the number of or occupancy of residence halls.

Vendor must propose and provide details on revenue sharing and financing options.

Vendor Response:

- c. Residential buildings open and close for periodic renovations as required. Therefore, charges to the University for Bulk Services shall be adjusted according to occupancy status. The Residential population number drops dramatically during May through July each year to about 300 students and charges for Bulk Services should be adjusted during that time. The Vendor must describe how charges will be adjusted during these times.

Vendor Response:

13. **Service and Maintenance Requirements**

- a. Maintenance
- (i) The successful Vendor must manage and support the installed systems. The Vendor will provide 24/7/365 phone support, and include dedicated support technicians, to be on-site as required within one (1) hour of notification.

Vendor Response:

- (ii) Vendor will propose fully maintaining the system they have provided either with all new equipment or with Longwood existing equipment or any combination thereof. The Vendor will be responsible for the maintenance of all passive site distribution infrastructure and shall respond to repair any of the home or home run wiring or in-unit outlets in a timely fashion. In the event that the entire system or a piece of installed equipment is damaged to a point where complete replacement is necessary, the Vendor will replace the equipment and/or influence the manufacturer to do so, in a timely fashion. If this cannot be done, Vendor will provide and install a substitute system, or equipment, on an interim basis until a solution can be provided.

Vendor Response:

- (iii) Describe the processes/system proposed to maintain components, manage trouble shooting and problem resolution, remote monitoring, access methods to support structure (telephone, email, web, etc.), staff support, hours of availability, manufacturer support and escalation policy and procedures. Specify the guaranteed response and problem resolution time in response to this RFP.

Vendor Response:

b. Service Restoration Plan

The vendor is required to provide a copy of the complete maintenance and service restoration plan as part of the response to this IFB for the data (internet) and Video Systems as well as any optional and/or opt-in services offered. If DAS service is proposed, the vendor shall provide a copy of the complete maintenance and service restoration plan of that system as part of the response as well.

Vendor Response:

c. Performance and Problem Notification

Longwood considers perception of good performance and timely problem resolution important indicators of student satisfaction with the services. Understanding there could be some difficulties accessing or using services that require more time and attention than the norm, there must be escalation procedures in place. If a student feels she is getting no help after a reasonable period of time, Longwood wishes to intervene on behalf of the student. In order to address maintaining student satisfaction with the services and support, the Vendor must propose how and when Longwood will be notified about such problems and the process Longwood will follow with Vendor to escalate the case for problem resolution.

Vendor Response:

d. Student Move-In

During mid-August (Fall) move-in and early January (Spring) move-in, Vendor shall have additional on-site support available to handle any issues with Vendor services for the Residents. Describe your proposed solution handling periodic

influxes of students, starting up large numbers of Bulk services, promoting Individual Services and ensuring 24-hour turnaround.

Vendor Response:

e. Resident Shut-Off

Longwood is committed to insuring the students have the services they need and have paid for. It is imperative that Vendor communicate with appropriate Longwood contacts before taking any disabling action to a student account as Longwood may be able to intervene to reach resolution. Vendor at no time shall cut off bulk services to any residents without first contacting Information Technology Office. Vendor shall provide prompt notification to the IT Office if it determines a resident's bulk or premium service (Individual Retail) should be disabled. In addition, the University must receive copies of all legal notices. Describe typical reasons to determine a student's bulk and premium services should be terminated and the notification process to the student and IT Office.

Vendor Response:

f. Termination

Notwithstanding any other term of the Agreement, if more than twice during the term of this Agreement, the Services to the Property become unavailable, lost or interrupted for a period greater than three (3) consecutive days, irrespective of all other terms in this Agreement, the University may terminate this Agreement without charge or payment of any termination or other similar fee. If the Agreement does terminate, then the Vendor shall assist in an orderly transition to new Vendor. The Vendor shall make available to the University the bandwidth contacts and circuit identifications upon activation of the Service.

Vendor Response:

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** Offerors shall submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to Longwood University. The Offeror shall make no other distribution of the proposal.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically. Each proposal shall provide a straightforward, concise description of capabilities to satisfy the

requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal shall reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, letter, subnumber or subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number, letter, subnumber and/or subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. The specific requirements to be addressed should be tabbed separately. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal shall be contained in that single volume. Computer hardware/software documentation may be submitted separately.
- f. Ownership of all data, materials, and documentation (excluding hardware, software, and documentation described above in part D) originated and prepared for the State and Longwood University pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Longwood University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a

fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS: Proposals shall be as thorough and detailed as possible so that Longwood University can successfully evaluate the Offeror's capabilities to provide the required services to the students. Offerors are required to submit the following items as a complete proposal:

1. Follow all directions on the RFP cover page for submission.
2. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
3. Offeror Data Sheet, included as ATTACHMENT 2 to the RFP, and other specific items or data requested in the RFP.
4. Longwood University reserves the right to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the University, the Commonwealth of Virginia or its taxpayers. It is also within the right of the University to reject proposals that do not contain all elements and information requested in this document. Longwood University or the Commonwealth of Virginia shall not be liable for any losses incurred by the Offerors throughout this process. The University reserves the right to cancel this RFP at any time.
5. Trade secrets or proprietary information submitted in response to this RFP shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of *Code of Virginia, §2.2-4342F*, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. These requests will be reviewed and approved by the Director of Materiel Management. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the offer will be considered non-responsive and will be rejected.
6. Offerors are cautioned that the University is not obligated to ask for or accept after the closing date the receipt of proposal data which is essential for a complete and thorough evaluation of the proposal. The University may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms possible.
7. Add your response following each "Vendor Response" heading. Retain the original RFP verbiage so that the submission will contain the RFP paragraphs followed by the Offeror Response to that paragraph. Attachments may be used for lengthy responses/examples, but kept to a minimum.
8. Include pricing as a separate attachment, clearly marked.
9. Small Business Subcontracting Plan: Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no

subcontracting opportunities exist. Complete ATTACHMENT 3, SMALL BUSINESS SUBCONTRACTING PLAN.

10. Include additional materials as desired.
11. In addition to hard copies of proposal, include one (1) electronic copy of complete response on CDROM or DVD with your submission.

V. EVALUATION AND AWARD CRITERIA

- A. EVALUATION CRITERIA:** Proposals shall be evaluated by Longwood University using the following criteria:

Evaluation Criteria:	Point Value
Cost/Value	30
Technical Plan	20
Service Plan	20
Small Business Subcontracting Plan	20
References	5
Optional Services	<u>5</u>
Total Points	<u>100</u>

- B. AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth reserves the right to award the contract in whole or in part. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS

The contractor shall provide quarterly reports to be determined after award to Information Technology Services.

VII. OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal Conference will be held on September 17, 2013 at 10:00 a.m. in the Bristow Hall Conference Room. Attendance at this Pre-Proposal Conference is optional for those Offerors planning advised if your Offeror wishes to raise any questions in connection with this RFP.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Manuals."
- 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, 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, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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*, § 2.2-4343.1E).

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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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 entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors 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:**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

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.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 offeror to perform the services/furnish the goods and the 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 offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such 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.
- O. **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.

- 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 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The 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 offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 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 coverage during the entire term

of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(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 coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (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:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eVA.virginia.gov) 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, 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:** An 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **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.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS

1. **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.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth reserves the right to award the contract in whole or in part. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **BID ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (60) days. At the end of the (60) days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **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.
5. **CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

6. **CONTINUITY OF SERVICES:**

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

7. **CONTRACT PARTICIPATION:** Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <http://www.longwood.edu/materielmanagement>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

8. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
9. **DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.
10. **DEFINITION - SOFTWARE:** As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.
11. **DEMONSTRATIONS:** By submitting a proposal, the offeror certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The Commonwealth reserves the right to require offerors to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that an offeror's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by an offeror to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the offeror of its obligation to fully comply with all requirements of the contract.
12. **EQUIPMENT ENVIRONMENT:** Environmental specifications for any equipment to be delivered under the resulting contract shall be furnished in writing along with the vendor's bid or proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the procuring agency's responsibility to prepare the site at its own expense to meet the environmental specifications provided.
13. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order

is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov , 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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

14. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 2 consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 1 day following the request for replacement.
15. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____	_____	
	Street or Box Number	RFP No.	
	_____	_____	
	City, State, Zip Code	RFP Title	
	Name of Contract/Purchase Officer or Buyer _____		

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

If a proposal not contained in the special envelope is mailed, the 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 proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

16. **LATEST SOFTWARE VERSION:** Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
17. **MAINTENANCE:** Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to nine (9) additional one (1) year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule.

Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the Commonwealth in writing at least 60 days prior to expiration of the existing maintenance period.

18. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
19. **NEW EQUIPMENT:** Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
20. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

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

22. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 10:00 a.m. on September 17, 2013 in the Bristow Hall Conference Room. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.
- While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
23. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
24. **PRODUCT SUBSTITUTION:** During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
25. **QUALIFIED REPAIR PERSONNEL:** All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
26. **REFERENCES:** Offerors shall provide a list of three (3) references where similar services have been provided. An Offeror Data Sheet is included in the RFP as ATTACHMENT 2.
27. **RELOCATION OF EQUIPMENT:** Should it become necessary to move equipment covered by the contract to another location, the Commonwealth reserves the right to do so at its own expense. If contractor supervision is required, the Commonwealth will provide prior written notice of the move at least thirty (30) days in advance, in which case the contractor shall provide the required services and be reasonably compensated by the Commonwealth. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
28. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for five (5) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
29. **REPAIR PARTS:** In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the Commonwealth.
30. **SERVICE PERIOD (EXTENDED):** Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within 2 hours following initial notification. All necessary repairs or corrections shall be completed within 24 hours of the initial notification.

31. **SERVICE PERIOD (ROUTINE):** Contractor shall provide 24 hour toll-free phone support with a 30 minute return call response time. On-site maintenance services shall carry a 1 hour response time following initial notification. All necessary repairs or corrections shall be completed within 1 hour of the initial notification.
32. **SERVICE REPORTS:** Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
33. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 - C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
34. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business

entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.

35. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 requirements of the contract.
36. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
37. **WARRANTY AGAINST SHUTDOWN DEVICES:** The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
38. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

ATTACHMENT 1 – Written Pre-Proposal Question Form

Project: Residential Network Subscription Services
Longwood University
Farmville, Virginia

Attention: James E. Simpson, CPPB, VCO
Director Materiel Management
Longwood University
201 High Street, Bristow Hall, Room 218
Farmville, Virginia 23909-1896
Phone: 434-395-2093 | Fax: 434-395-2246 | Email: simpsonje@longwood.edu

The following question(s) are against RFP#214-14-ResNet:

<u>Section, Page, Line(s)</u>	<u>Question</u>
-------------------------------	-----------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

All questions shall be received by **12 noon, September 20, 2013**. All responses to questions will be made by an addendum, if necessary.

Question(s) submitted by:

_____ Name	_____ Company
Phone # _____	Fax # _____

ATTACHMENT 2 – Offeror Data Sheet

- A. Qualification: The offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- B. Offeror's Primary Contact: Name: _____ Phone: _____
- C. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
- D. Indicate below a listing of at least three (3) current or recent accounts, either commercial or government that your company is servicing, has serviced or has provided similar services. Include the length of service and the name, email address, and telephone number of the point of contact.
1. Company: _____
Contact: _____
Phone: (____) _____ Fax: (____) _____
Email: _____
Dates of Service: _____
2. Company: _____
Contact: _____
Phone: (____) _____ Fax: (____) _____
Email: _____
Dates of Service: _____
3. Company: _____
Contact: _____
Phone: (____) _____ Fax: (____) _____
Email: _____
Dates of Service: _____

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

Definitions

Small Business: “Small Business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.org (Customer Service).

Offeror's Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bidder to receive credit for the small business subcontracting plan evaluation criteria, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each bidder's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the bidder's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business	Certification Number: _____
_____ Small and Women-owned Business	
_____ Small and Minority-owned Business	Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address	Status if Small Business is also:	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
DMBE Certificate #	Women (W) Minority (M)				
Totals \$					

ATTACHMENT 4 – Longwood LancerTV Channel Line-Up

2	Channel Guide	33	CNBC
3	Local Access	34	MSNBC
4	C-SPAN	35	TNT
5	HSN	36	TBS
6	CBS – WTVR (Richmond)	37	TCM
7	FOX – WRLH (Richmond)	38	USA
8	ABC – WRIC (Richmond)	39	FX
9	PBS – WCVE (Roanoke)	40	Spike
10	QVC	41	A&E
11	PBS – WCVW (Richmond)	42	FX Movie Channel
12	NBC – WWBT (Richmond)	43	Hallmark Channel
13	ABC – WSET (Lynchburg)	44	ABC Family
14	The CW – WUPV (Richmond)	45	Disney Channel
15	INSP	46	Disney XD
16	ION – WPXR (Lynchburg)	47	Nickelodeon
17	The Weather Channel	48	TV Land
18	C-SPAN2	49	Travel Channel
19	TBN	50	Oxygen
20	Res Life Cinema Movie Channel	51	AMC
21	MTV2	52	truTV
22	Style	53	Comedy Central
23	ESPN	54	TLC
24	ESPN 2	55	HGTV
25	ESPN Classic	56	Discovery Channel
26	CSN	57	Bravo
27	FOX Sports 1	58	Animal Planet
28	Outdoor Channel	59	History
29	Lifetime	60	Food Network
30	Fox News Channel	61	National Geographic
31	CNN	62	Syfy
32	HLN	63	BET
		64	CMT
		65	MTV
		66	VH1
		67	Cartoon Network
		68	GAC
		69	E!
		70	Golf Channel
		71	Longwood Information Channel
		72	Longwood Information Channel

ATTACHMENT 5 – Cable TV Outlet Locations

Residence Halls:

Coax cable TV outlets are part of the standard jack in residence hall rooms. There is one cable TV outlet in each room.

There is at least one cable TV outlet in each residence hall lounge location and sometimes in other general purpose rooms.

Apartments:

Coax cable TV outlets are located in the living room and each bedroom of the apartments.

Student Services Buildings:

There are numerous cable TV outlets throughout buildings providing services for students, such as Lankford Student Union, Dorrill Dining Halls, and limited spaces for student services in several other buildings.

Athletic Complexes:

Cable TV outlets are installed in various locations in athletic complexes, such as the University Fitness Center.

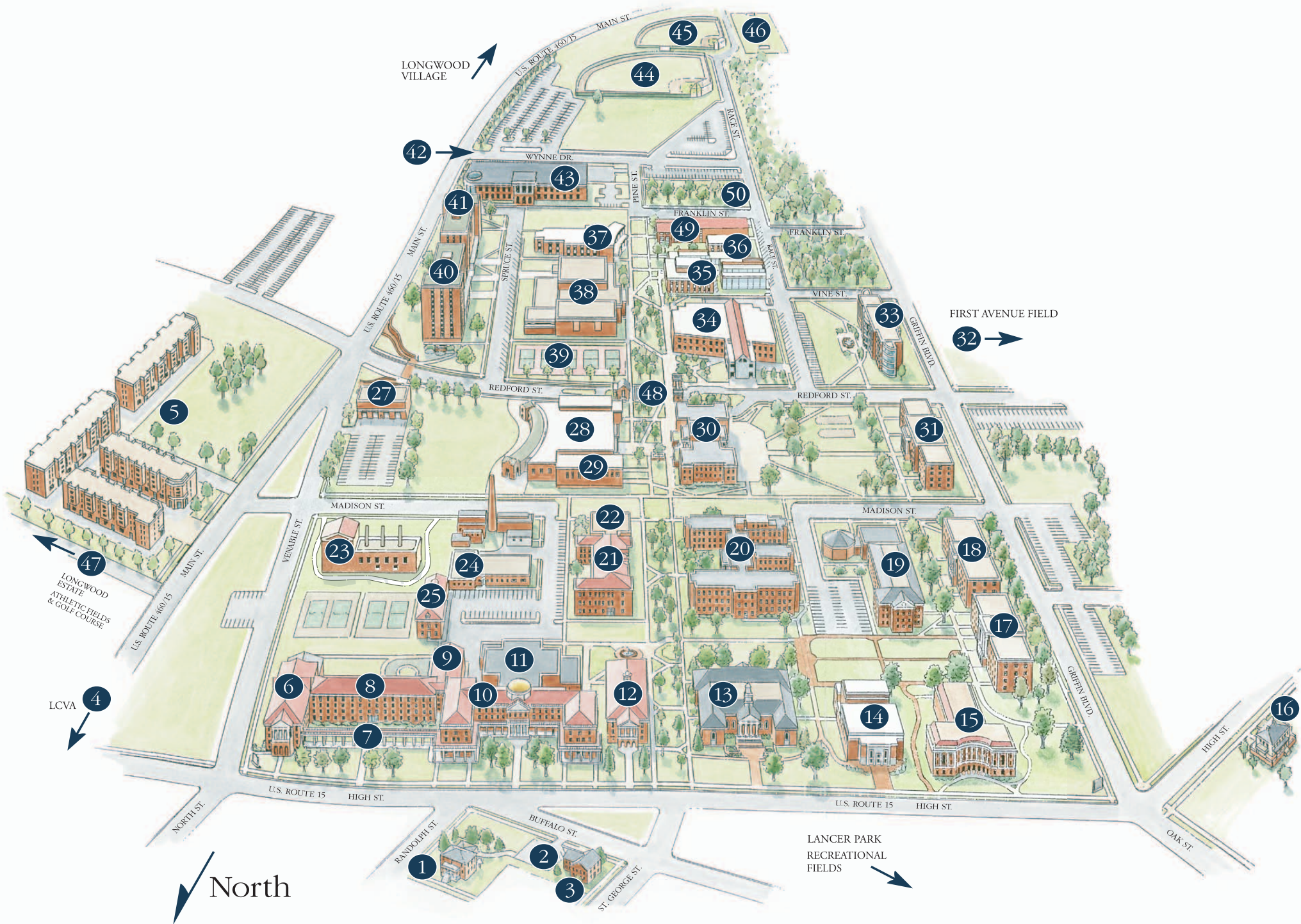
Academic Buildings:

One coax cable TV outlet is located in each classroom and lab of each academic building. A number of faculty offices have a cable TV outlet installed.

Administrative Buildings:

Cable TV outlets are located in some designated locations in administrative buildings.

The exact number of outlets is unknown, but the volume is estimated to be about 2,400 total. The most heavily used outlets are in the residence halls and apartments, about 2,300 of the total, during the major semesters – 9 months of the year. During the summer months, the number of “in use” outlets drops to about 300 total.



Longwood University Directory

(Residence halls are at the end of the list.)

Admissions Office (Crafts House)	3	Lancer Field	46
Assessment & Institutional Research	50	Lankford Student Union	30
Athletic Department (Tabb Hall)	8	Lancer Café, Post Office	
Barlow Hall	25	Longwood Center for the Visual Arts (LCVA)	4
Registrar		(Main & Third Streets)	
Baseball Field (Buddy Bolding Stadium)	44	Longwood Estate	47
Bedford Hall	36	Athletic Fields, Golf Course	
Art, Bedford Auditorium		Longwood House	5
Blackwell Hall	11	Longwood Landings	
Prince Edward & Virginia rooms		Barnes & Noble Campus Bookstore	
Bristow Hall	27	Residence Hall	
Physical Plant Operations/Materiel Mgmt.		Ruffner Hall	10
Campus Bookstore/Barnes & Noble	5	Academic Affairs	
Center for Communication Studies & Theatre	49	Cook-Cole College of Arts & Sciences	
Chichester Science Center	15	History, Political Science & Philosophy	
Natural Sciences		Liberal Studies	
Colonnade (Joanie on the Pony)	7	Mathematics & Computer Science	
Cormier Honors College (Wheeler Hall)	17	Psychology	
Coyner Hall	22	Sociology, Anthropology & Criminal Justice	
Information Technology		Cormier Honors Program	
Real Property Management		Graduate Studies	
Crafts House	3	Small Business Development Center	42
Admissions Office, Campus Tours		Longwood University Real Estate Foundation	
Dorrill Dining Hall	28	Softball Field	45
Campus Police & Public Safety		Stevens/McCorkle/Jeffers Hall	19
Information & Visitor Center		Capital Planning & Construction	
First Avenue Field	32	Clean VA Waterways/Sustainability	
Graham Hall	24	International Affairs	
Disability Support Services		Nursing	
Parking, Printing Services		University Inn Bed & Breakfast	16
Grainger Hall	12	Varsity Tennis Courts	39
English, Modern Languages		Visitor Parking	
Greenwood Library	34	Crafts Lot	2
Academic Support Center		Parking Garage - Redford Street	48
Hardy House	1	Willett Hall	38
Conferences, Facility Scheduling		Health, Recreation & Kinesiology	
Internal Auditor		Lancer Gymnasium & Pool	
Health & Fitness Center	43	Wygall Hall	35
Campus Recreation		Music, Molnar Recital Hall	
Counseling Center, Student Health			
Heating Plant	23		
Hiner Hall	21		
College of Business & Economics			
Hull Education Center	37		
College of Education & Human Services			
Iler Hall	29		
Environmental Health & Safety, ROTC			
Jarman Hall	14		
Jarman Auditorium			
Lancaster Hall	13		
Academic Advising/Career Center			
Administration, Office of the President			
Alumni Office, Cashier/Student Accounts			
Financial Aid, Human Resources			
Student Affairs/Housing			
University Advancement			

On-Campus Residence Halls

ARC Residence Hall	33
Cox Residence Hall	18
Cunningham Residence Hall	20
Curry Residence Hall	40
Frazer Residence Hall	41
French Residence Hall	6
South Ruffner Residence Hall	9
Stubbs Residence Hall	31
Wheeler Residence Hall	17

Off-Campus Apartment Communities

Lancer Park	(off-map: Grace St.)
Longwood Landings	5
Longwood Village	(off-map: Clark St.)