

COMMONWEALTH OF VIRGINIA
INVITATION FOR BIDS

Issue Date: April 7, 2009

IFB Number: 293:09-0407

TITLE: APC EQUIPMENT FURNISH & INSTALL

Commodity Code: 28754

Issuing Agency: Commonwealth of Virginia
Thomas Nelson Community College
P.O. Box 9407
Hampton, Virginia 23670

Using Agency And/Or Location: Thomas Nelson Community College
Where Work Will Be Performed: 4601 Opportunity Way
Williamsburg, VA 23188

Sealed BIDS Will Be Received Until 2:00 P.M., April 21, 2009 For Furnishing The
Goods/Services Described Herein And Then Opened In Public.

Period of Contract: **From Date of Award Through May 22, 2009**

All Inquiries For Information Should Be Directed To: **Deborah Moses, VCO, Procurement Practitioner,**
(757) 825-2821 at least five (5) business days before bids are due.

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND
DELIVERED, DELIVER TO: Thomas Nelson Community College, Purchasing Office, Room 610, Plant
Services Building, 99 Thomas Nelson Drive, Hampton, Virginia 23666**

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers
And Agrees To Furnish The Goods/Services At The Price(s) Indicated in Section VII, Pricing Schedule.

Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

Name and Address of Firm:

Date: _____

By: _____
(Signature In Ink)

_____ Zip Code _____

Name: _____
(Type or Print)

FEI/FIN No. _____

Title: _____

Fax Number: () _____

Phone Number: _____

Email Address: _____

APC EQUIPMENT FURNISH and INSTALL

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THOMAS NELSON COMMUNITY COLLEGE
99 Thomas Nelson Drive
Hampton, VA 23666

I. Purpose:

The purpose of this Invitation for Bids is to award a contract to one vendor for the provision and installation of a Power Distribution Unit in the data center at the Historic Triangle Building, Phase I, currently under construction on the Thomas Nelson Community College Historic Triangle Campus, 4601 Opportunity Way, Williamsburg, VA 23188.

II. Background:

The data center in the Historic Triangle Building is a 1,000 square foot facility that will house the Thomas Nelson Community College (TNCC) network infrastructure and the Verizon telephone infrastructure. This unit will need to provide power, initially, for approximately four (4) data racks which will hold redundant Brocade BIGIRON RX-8 core switches/routers, redundant Brocade server switches, up to ten (10) 48 Port Power Over Ethernet (POE) switches, an HP C7000 server blade enclosure with eleven (11) server blades, a NetApp Storage solution, and Apple Xservers that will provide support for streaming video.

This will be a turnkey solution that will provide power for all equipment installed. The equipment must meet the specifications in the detailed listing.

III. Scope of Work:

The contractor shall provide all labor, supervision, equipment, tools, materials, parts, supplies and incidentals necessary to furnish and install the APC Equipment listed in Attachment B. All equipment, materials and installation work shall comply with this specification, the Virginia OSHA Standards, and the Virginia Uniform Statewide Building Codes. Provide unit prices, total amounts and grand total price for all of the parts listed on **Attachment B – APC Equipment List**. Provide installation (labor) price separate from total goods price on **Pricing Schedule**.

Provide the vital resources, expertise, and tools to effectively and efficiently configure and install the InfraStruXure Central Server for optimum performance. Test the System to insure it is operating effectively/as designed.

Work under this section shall be subject to the General and Special Terms and Conditions, and together with this section are a part of the contract. It is the purpose of this specification to require the furnishing of the highest quality workmanship available and the listed materials and equipment to fulfill the requirements of the work specified herein. Any changes to these specifications will be by Addendum to this IFB. Addenda must be acknowledged and included in the bid package.

Time is of the Essence for this project. The entire project is required to be completed not later than May 22, 2009.

A. Features & Benefits:

1. Pre-Assessment. Vendor will arrange for a pre-assessment discussion with the customer (TNCC) to identify any requirements.
2. Software Installation. Unlock the InfraStruXure Central features on the server by entering license keys.
3. Devices grouping. In co-operation with the College, devices are ordered into logical groups.
4. Maintenance. The solution is configured with storage repositories, backups and user administration rights.
5. Alert Thresholds. Determination of appropriate set points and thresholds in co-operation with the customer.
6. Professional Expertise. Use only APC Certified engineers with several years of industry experience.

B. Details of Service.

1. Pre-Assessment. Prior to going on site, the APC Certified tradesman will contact the College to discuss details regarding the service. The College will identify assets that are critical to the data center prior to the service being delivered.
2. InfraStruXure Central. Configure the InfraStruXure Central with the College specified network settings, notifications, thresholds, map view, table view, storage repositories, backups and escalation process. Configure automated report delivery within InfraStruXure Central. Verify the alert escalation policy. Upload a customer supplied map and arrange devices according to its location.
3. SNMP Devices. Configure up to 25 supported devices with appropriate location identifiers, device threshold, and security parameters and integrate these into the InfraStruXure Central.
4. NetBotz Appliances. NetBotz appliances and sensors will be added to the Central Server and configured for reporting and surveillance (if surveillance license is available).

C. Activities:

1. InfraStruxure Central Appliance Administration. Enter the additional purchased node license key(s) to allow discovery of devices. Rack mount the server and attach the customer-provided network cable and power cable. Configure the network address information. Perform discovery of all SNMP enabled devices on the APC private LAN, and complete on-line registration.

2. Environmental Management. Ensure all installed environmental devices on APC private LAN are properly communicating with the InfraStruXure Central Appliance.

3. Security Devices. Ensure all installed security devices on APC private LAN are properly communicating with the InfraStruXure Central Appliance.

4. End the configuration with a quick run through the configured equipment to ensure the customer/College technicians know how to access the system.

C. Customer Responsibilities.

Thomas Nelson Community College, its authorized agent, is responsible for the following:

- Allowing the contractor's employees access to the premises and facilities at all reasonable hours during the installation. Monday thru Friday 8:00am - 5:00pm. Saturday and Sunday access by permission only.
- Furnish detailed drawings of that portion of the building to allow installation of equipment by the contractor.
- Providing access to existing conduit to work location to support the media installation and providing contractor access to adjacent areas when and where required.
- Providing appropriate commercial power necessary for the installation.
- Making inspections when notified by the contractor that the equipment or any part thereof is ready for acceptance.

D. Contractor Responsibilities:

- Providing all supervision, labor, tools, equipment, materials, transportation, unloading, inspection and inventory housing.
- Furnish and install equipment/materials for a complete **Redundant Power** system.
- Obtaining Thomas Nelson Community College's (TNCC)/agency's construction representative's permission before proceeding with any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.
- Promptly repairing all damage to the building due to carelessness of contractor employees and exercise reasonable care to avoid damage to the building at the Contractor's expense. Reporting to TNCC any damage to the building that may exist or may occur during the contractor's occupancy of the building.

- Taking necessary steps to ensure that required fire fighting apparatus is accessible at all times. Flammable materials will be kept in suitable places outside the building.
- Installing the listed equipment in accordance with the specifications outlined herein.
- Conducting tests and inspections as specified post-installation.
- Promptly correcting all defects for which contractor is responsible as determined by Thomas Nelson Community College.
- Coordinating all work with Thomas Nelson Community College's representative before the commencement of the installation.
- Removing all tools, equipment, rubbish and debris from the premises and leaving the premises clean and neat upon completion of the work.
- Abiding by the safety and security rules in force on the work site per local and governmental regulation.
- TNCC must approve any materials that are not listed within this specification.

E. Technical Contact

Technical Contact for this project is **Wayne Davis**, Network Services Manager @ 757-825-2970. Call him to schedule a Site Visit and to answer any technical questions.

IV. 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.dgs.state.va.us/dps 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 bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 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 bids , bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/bidder), 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 submitting their bids , bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their bids , bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this

solicitation, nor are they an agent of any person or entity that is currently so debarred.

- 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 bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to 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: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder physical facilities prior to award to satisfy questions regarding the bidder capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 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.
- T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or bidder 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 bidder 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.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- 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.state.va.us) 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: A bidder, bidder, 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 bidder 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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or bidders must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 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.
- 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.

V. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the House or Senate will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AWARD. The Commonwealth will make the award on **Total Lump Sum** basis to the lowest responsive and responsible bidder. The Purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. 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.
- D. **IDENTIFICATION OF BID ENVELOPE: A special envelope is not furnished. Bidders shall return the signed proposal in a separate envelope or package, sealed and identified as follows:**

From: _____
 Name of Bidder _____ Due Date _____ Time _____

 Street or Box Number _____ RFP Number _____

 City, State, Zip Code _____ RFP Title _____

Name of Purchase Officer: **DEBORAH MOSES** _____

The envelope or package should be addressed as directed on page 1 of the solicitation.

If a proposal not contained in an envelope or package marked as described above is mailed, the Bidder takes the risk that the envelope/package may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be

placed in the envelope/package.

- E. INDEPENDENT CONTRACTOR: The selected Bidder shall not be an employee of the Agency, but shall be an independent contractor. The Contractor shall indemnify and hold the Agency harmless with respect to all withholding, social security, unemployment compensation, and all other taxes or amounts of any kind relating to employment of any laborer or other persons providing the services to the Agency under this agreement. Nothing in this agreement shall be construed as authority for the Contractor to make commitments which shall bind the Agency, or to otherwise act on behalf of the Agency, except as the Agency may expressly authorize in writing.
- F. LATE BIDS: To be considered for selection, bids must be received by the Agency's purchasing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic date stamp machine in the Agency's purchasing office or on the facsimile copy. Bids received in the purchasing office after the date and hour designated are automatically disqualified and will not be considered. The Agency is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intercampus mail system. It is the sole responsibility of the Bidder to ensure that its proposal reaches the purchasing office by the designated date and hour. Bid receipt and openings or the receipt of bids scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.
- G. BID ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Bidder. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- H. 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 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.
- I. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT. By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

- J. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is five hundred thousand dollars (\$500,000) or more, the bidder is

required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder/bidder shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/bidder shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/bids, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/bidder shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- K. 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 equipment, materials and supplies which he installs.
- L. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- M. 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.
- N. 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 bid/proposal.
- O. Delivery and Storage. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner

will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- P. Extra Charges Not Allowed. The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- Q. Final Inspection. At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- R. Minority/Women Owned Businesses Subcontracting and Reporting. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- S. 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.

VI. METHOF OF PAYMENT.

- A. Invoices for goods/services ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown below. All invoices shall show the Purchase Order number, Contractor's Firm name, address and telephone number and itemized list of goods delivered/work completed. Any payment terms requiring less than 30 days will be regarded as requiring 30 days after invoice or delivery whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- B. **All invoices shall be forwarded directly to:**

**Thomas Nelson Community College
Business Office
PO Box 9407
Hampton, Virginia 23670**

VII.

PRICING SCHEDULE

APC EQUIPMENT and INSTALLATION @ 4601 Opportunity Way, Williamsburg, VA 23188

1. Complete the attached APC Equipment List (Attachment B) with Unit Prices and extended Amounts for each piece of equipment/part on this listing. Total the worksheet for the total price to the agency for you to provide ALL the goods on this list. Enter Price on worksheet for Freight. Add Goods price + Freight Price to get **Total Goods and Freight**. Enter this Total Goods and Freight price on this Pricing Schedule for the Goods to be provided.
2. Enter your price for the Installation of the goods.
3. Total Bid Price for the project.

Total Goods and Freight \$ _____

Installation (Labor) \$ _____

Total Bid Price \$ _____

Virginia Contractor License Number _____ Specialty _____

Class _____

Name of Business _____

Name of Respondent _____ Title _____

Authorized Signature _____

ATTACHMENT A

CONFLICT OF INTEREST STATEMENT

NOTICE TO OFFEROR: ENSURE THAT THE SOLICITATION IS THOROUGHLY READ AND COMPLETED. COMPLETE, SIGN, AND RETURN THE INFORMATION REQUESTED BELOW WITH YOUR PROPOSAL.

FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON RESPONSIVE.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL IDENTIFICATION NUMBER (FIN): _____

THE ABOVE FIRM IS A (CHECK, AS APPLICABLE):

- | | |
|--|--|
| ☐ SMALL BUSINESS | ☐ INDIVIDUAL BUSINESS |
| ☐ WOMAN-OWNED BUSINESS | ☐ SOLE PROPRIETORSHIP |
| ☐ MINORITY-OWNED BUSINESS | ☐ PARTNERSHIP |
| ☐ SHELTERED WORKSHOP | ☐ CORPORATION |

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE *CODE OF VIRGINIA, SECTION 2.1-639.1 -639.24*?

☐ YES ☐ NO

IF YES, EXPLAIN:

OFFEROR NAME

SIGNATURE