

Contract Number: RU15007

This contract entered into this 27th day of January, 2015 by DLT Solutions, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Radford University, called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the proposed Red Hat Software and Services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: January 30, 2015through April 30, 2018 with five (5) one-year renewal options.

The Contract Documents shall consist of:

- 1) This signed form
- Attachment A Radford University's Invitation for Bid (IFB) R15-053 dated January 12, 2015 and any Addenda
- 3) Attachment B Contractor's Proposal dated January 23, 2015 All of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

| Contractor: | Purchasing Agency: Radford University |
|---|--|
| Signature: My Props Name: The Props Title: Arcitar Enterprise Platforms Date: 1/27/15 | Signature: Nancy Pressing Title: Serier IT Contract Office Date: 1/27/2015 |

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Attachment A

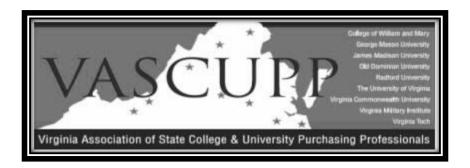
Request for Proposal RFP # R15-053 dated January 12, 2015

and any Addendum



PROCUREMENT AND CONTRACTS P.O. BOX 6885 501 STOCKTON STREET RADFORD, VA 24142

INVITATION FOR BID # R15-053 RED HAT SOFTWARE AND SERVICES



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



INVITATION FOR BID IFB # R15-053

| ISSUE DATE: | January 12, 2015 | | |
|---|---|--|--|
| TITLE: | Red Hat Software and Services | | |
| ISSUING AGENCY: | RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Compl Post Office Box 6885 Radford, VA 24142-6885 | | |
| AGENCY WHERE WORK | Radiora, VII 2 11 12 0000 | | |
| WILL BE PEFORMED: | Radford University, Radford | d, VA. | |
| PERIOD OF PERFORMANCE: | Date of award through April 30, 2018 with five (5) one-year renewal options | | |
| SEALED BIDS DUE DATE/TIME: | | including 3:00 PM Eastern Time HE DUE DATE AND TIME CANNOT BE | |
| QUESTIONS/INQUIRIES: | Questions may be submitte | mation to: Kevin McDowell d up to four (4) days before questions and answers will be | |
| YOU ARE REQUIRED TO RETURN "ALL" PAGE MAILED, SEND DIRECTLY TO RADFORD UNIVERS 24142. IF BIDS ARE HAND DELIVERED OR SENT BY E. Armstrong Complex, 501 Stockton St., Radford, V | ITY, PROCUREMENT AND COM Y COURIER, DELIVER TO: Radf | NTRACTS, POST OFFICE BOX 6885, RADFORD, VA | |
| the goods/services described at the prices indica | | ein, the undersigned offers and agrees to furnish <i>Table</i> . | |
| Legal Name and Address of Firm (Type or Print) | Date: | | |
| | Date. | | |
| | Signature: | | |
| | Print Name: | | |
| | Title: | | |
| FEI/FIN/SS No.: | Telephone: | | |
| eVA Vendor ID or DUNS No.: | Fax: | Email: | |
| Check all that apply: □ Corporation □ Partnersh □ Woman-Owned □ Minority-Owned □ Sma Department of Small Business and Supplier (www.shsd.virginia.gov) for add | ll Business Diversity (DSBSD) Certifi | | |

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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:** The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from qualified sources to establish a term contract with one qualified contractor to provide Red Hat Software and Services as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia
- II. <u>BACKGROUND:</u> Founded in 1910 as an all-women's college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website: http://www.radford.edu
- III. **ISSUING OFFICE**: This IFB is issued by Radford University's Procurement and Contracts Department. The Procurement and Contracts Department is the sole point of contact for the purpose of this IFB, resulting bids, and any resulting contract(s), unless otherwise stated herein.
- IV. **ADDENDUMS**: Any changes to the IFB document will be issued in the form of a written addendum and will be posted on the eVA website www.eva.virginia.gov as well as the Public Posting Board located in the Procurement and Contracts Department in the David E. Armstrong complex at Radford University. It is the sole responsibility of the Bidder to check the eVA web page for all changes to the IFB prior to bid submission. Failure to do so may cause your bid to be determined not responsive.
- V. **CONTRACT PARTICIPATION**: (Cooperative Contract) 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 https://vascupp.org/rules.pdf)*, 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) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semiannual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University 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. Please contact the buyer for additional information.

VI. **STATEMENT OF NEEDS**

A. Radford University (RU) is seeking the services of an experienced authorized reseller of Red Hat to provide Red Hat Software and Services as outlined herein.

- B. Qualifications All bidders MUST be experienced Red Hat resellers authorized directly by Red Hat.
- C. **References** All bids MUST include references on Attachment E Bidder Data Sheet. RU reserves the right to confirm and consider references as demonstration of qualifications.
- VII. **PRICING**: See Attachment F Pricing Table

VIII. BID PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

- 1) <u>Sealed IFB Responses</u>: In order to be considered for selection, the bidder shall submit a complete response to this IFB. Bids are to be submitted in a sealed envelope to the Issuing Agency address specified on Page Two. The bid envelope must contain:
 - One (1) complete signed (ink signature) paper bid
 - One (1) complete signed bid on a USB drive with content exactly matching the paper bid
 - One (1) FOIA bid on a USB drive with content exactly matching the paper bid, except with confidential text blacked out

No other distribution of the Bid shall be made by the Bidder.

- 2) <u>Contact:</u> Bidders are to limit all contact, whether verbal or written, pertaining to this IFB to the Radford University Procurement Office for the duration of this IFB process. Failure to do so may jeopardize further consideration of bidder's Bid.
- 3) Ownership: Ownership of all data, materials and documentation originated and prepared for the State pursuant to the IFB shall belong exclusively to Radford University and be <u>subject to public inspection</u> in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the bid must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the bidder's Bid; 2) specifically identify the applicable portions of the bid that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the bidder's Bid, by some distinct method, such as highlighting, underlining, etc. The classification of an entire IFB document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the Bid.
- 4) <u>Legal Agreement</u>: Unless noted in the Bid, a signed and submitted bid certifies that the firm's principals or legal counsel has reviewed the IFB General Terms and Conditions and Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire bid prior to submission to the Agency.

B. Specific Bid Requirements:

- 1) <u>Complete and Sign</u>: The return of the completed IFB inside cover sheet (See Page 2) and addenda acknowledgements, if any, signed, and filled out as required.
- 2) <u>References</u>: Provide references from at least four entities where contractor has provided similar services and sign. See Attachment E

- 3) <u>Bid Price</u>: Provide percentage off MSRP for line items as detailed in Attachment F.
- 4) <u>Identification on Bid Envelope</u>: The bid submission should be returned in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

| RADFORD UNIVERSITY | SEALED INVITATION FOR BID # R15-053 | |
|---------------------------|-------------------------------------|--|
| DUE DATE AND TIME: | FROM: | |

IX. <u>INVOICING AND PAYMENT</u>: The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY ACCOUNTS PAYABLE POST OFFICE BOX 6906 RADFORD, VA 24142-6906

Email: acctspayable@radford.edu

X. **ATTACHMENTS**

Attachments A-D: Informational and Compliance

- A Sample Contract
- B General Terms and Conditions
- C Special Terms and Conditions
- D IT Special Terms and Conditions

Attachments E-G: To be completed and submitted by Bidder

- E Bidder Data Sheet
- F Pricing Table
- G MSRP Red Hat Manufacturer's Suggested Retail Price

IFB R15-053 Attachment A – Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE



| This contract entered into this day of Virginia, Radford University , called the "Purcha | , by, hereinafter called the "Contractor" and Commonwealth of asing Agency." |
|--|---|
| WITNESSETH that the Contractor and the agreements contained, agree as follows: | he Purchasing Agency, in consideration of the mutual covenants, promises and |
| SCOPE OF CONTRACT : The Contractor Contract Documents. | shall provide the goods/services to the Purchasing Agency as set forth in the |
| PERIOD OF PERFORMANCE: From | through |
| The Contract Documents shall consist of: | |
| This signed form; Attachment A – Invitation for Bid (IFB) F | R dated and any addendums; Bidders Response dated |
| All of which documents are incorporated her | rein. |
| IN WITNESS WHEREOF, the parties have | e caused this Contract to be duly executed intending to be bound thereby. |
| CONTRACTOR: | PURCHASING AGENCY: RADFORD UNIVERSITY |
| Print Name: | Print Name: |
| Title: | Title: |
| Signature: | Signature: |
| Date: | Date: |

IFB R15-053 Attachment B – General Terms and Conditions

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY

Note: For service contracts clauses, W, Y, and Z are normally not applicable and may be omitted. For goods contracts, omit clause P.

A. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 of the Governing Rules. 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. (Governing Rules, §35).

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 provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and 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.
- C. ANNOUNCEMENT OF AWARD: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.
- D. <u>APPLICABLE LAWS AND COURTS</u>: 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 (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
- F. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

- H. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be
 provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or
 service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University 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 in 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 fails 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. 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.
- I. <u>CLARIFICATION OF TERMS</u>: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/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.
- K. 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.
- L. 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 manufacturer, sale, distribution, dispensation, possession, or use of 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 prohibitions: (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, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. <u>eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS</u>: 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 by completing the free eVA Vendor Registration. 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.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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.

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

- O. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) 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.
- P. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance 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 § 25 of the Governing Rules. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage's 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- ➤ 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 number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability \$ 100,000.
- Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth) is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

| Professional Service | <u>Limits</u> |
|---|---|
| Accounting Architecture | \$1,000,000 per occurrence, \$3,000,000 aggregate \$2,000,000 per occurrence, \$6,000,000 aggregate |
| Asbestos, Design, Inspection or Abatement Contrac | ctors |
| | \$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)

\$1,725,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

July 1, 2013 - \$2,100,000 July 1, 2014 - \$2,150,000. This complies with §8.01-581.15 of the Code of Virginia. \$1,000,000 per occurrence, \$3,000,000 aggregate Insurance Risk Management **Professional Service** Limits \$1,000,000 per occurrence, \$1,000,000 aggregate Landscape/Architecture \$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

*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

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

- 1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 3. (For Request for Proposals): 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.
- R. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, 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 form 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.

S. **PAYMENT**:

1. Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

RADFORD UNIVERSITY ATTN: ACCOUNTS PAYABLE PO BOX 6906

PO BOX 6906

RADFORD, VA. 24142

Email: acctspayable@radford.edu

- 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 and services provided under this contract or purchase order, that are to be paid 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 (Governing Rule §53.)

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 record 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 prohibited under the terms of the contract) on all amounts owed by 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 substantial 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 accessed in lieu of withholding such payment.
- T. PRECEDENCE OF TERMS: The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICHS 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.

- U. <u>PURCHASING MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office and may also be viewed at https://vascupp.org.
- V. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offerors) physical facilities prior to award to satisfy questions regarding the (bidder/offerors) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.
- W. <u>TAXES</u>: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.
- X. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
- Y. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrants 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.
- Z. <u>USE OF BRAND NAMES</u>: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type character of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

IFB R15-053 Attachment C - Special Terms and Conditions

Special Terms and Conditions

- **1. ADDITIONAL INFORMATION:** Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the University deems desirable.
- 2. <u>ADDITIONAL GOODS AND SERVICES</u>: The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- 3. <u>ADVERTISING</u>: 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 Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
- 4. <u>ASSIGNMENT OF CONTRACT</u>: The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
- **5.** <u>AUDIT</u>: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 6. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by 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 fails to remain in compliance with the provisions of this section.
- 7. <u>AVAILABILITY OF FUNDS</u>: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 8. <u>AWARD</u>: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Radford University reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- 9. <u>AWARD</u>: The Commonwealth will make the award(s) on total sum basis to the lowest responsive and responsible bidder. The Procurement and Contracts 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.
- **10. BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for a period of sixty (60) days. At the end of the sixty (60) days the bid may be withdraw at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- 11. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.
- 12. CANCELLATION OF CONTRACT: Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13. CONTINUITY OF SERVICES:

- **A.** The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University 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 University 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 University Contract 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 Office, 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 Contractor 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.
- 14. <u>CONTRACT ADMINISTRATION</u>: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators <u>do not</u> have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be named upon contract award.
- 15. <u>CONTRACTOR PERSONNEL</u>: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
- **16. <u>DELIVERY</u>**: State your earliest <u>firm</u> delivery or performance date: _______, 20___. This date may be a factor in making the award.

17. eva business-to-government contracts and orders:

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. Vendor transaction fees are determined by the date the original purchase order is issues.

- a. For orders issued July 1, 2014, 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.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eva.virginia.gov.

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.

- **18. EXTRA CHARGES NOT ALLOWED**: The bid price shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- **19. FINAL INSPECTION**: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's 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.
- 20. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified per the IFB. This envelope should be addressed as direct on the Invitation for Bids Face Sheet of this solicitation. If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.
- 21. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- 22. INTELLECTUAL PROPERTY: The provisions of Sections 23-4.3, 23-4.4, and 23-9.10:4 of the *Code of Virginia* pertaining to the creation of intellectual property by employees of the University are hereby incorporated by reference. Additionally, the University's Intellectual Property Policy is hereby incorporated by reference. In the event intellectual property is created through the efforts of the contractor and the University or its employees in which the University claims a proprietary interest, the parties may, subject to the provisions of Virginia law and the University's intellectual property policy, enter into an agreement for the commercial sale or licensing of such property to potential users.
- 23. LATE BIDS: It is the bidder's sole responsibility to ensure bids are received by the due date and time indicated on the face sheet of the bid document. The official time used to record receipt of bids is the time posted on the electronic date/time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong Complex at Radford University. Bids received after the date and time designated on the bid document are automatically disqualified and will not be considered. Disqualified bids are returned to the bidder unopened. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the internal university mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Procurement and Contracts office by the designated date and hour. Bid receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
- **24.** MAINTENANCE RENEWAL: Maintenance under this contract shall be renewed at the option of Radford University. Should Radford University exercise this option, a written notification will be issued to the contractor for each twelve (12) month period that the maintenance services are required after the initial one year period.

- 25. MANUFACTURE'S ACKNOWLEDGEMENT: Contractor shall submit a manufacturer's acknowledgement within fourteen (14) days from the date the purchase order was issued verifying that the order has been received by the manufacturer. The acknowledgement shall show that items have been ordered as specified, and the expected delivery date is the same as the purchase order. Contractors who do not submit the acknowledgement within the specified time frame may be considered to be in default. If a contractor encounters a problem with submitting the manufacturer's acknowledgement, they shall notify Radford University's Office of Procurement and Contracts with the earliest firm date that acknowledgement shall be received. Upon notification, if it is found to be in the best interest of the University, an extension may be approved. If the new date is not approved or met, the contractor may be placed in immediate default.
- **26. PROMPT PAYMENT DISCOUNTS**: Radford University will pay within thirty (30) days after acceptance. A prompt payment discount offered for prompt payment of twenty (20) calendar days or longer will be calculated in determining net low bid.
- **27. NONVISUAL ACCESS TO TECHNOLOGY**: All information technology which, pursuant to this contract, 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 contract.
 - A. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - **B.** 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;
 - **C.** nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - **D.** 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 of 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*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (https://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology clause 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.

28. PRODUCT INFORMATION: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable

the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

- 29. PRODUCT AVAILABILTIY / SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at is discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
- **30.** <u>REFERENCES</u>: Bidder shall provide a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

(Attach Form # C029 Vendor Data Sheet and reference as an Attachment.)

- **31. RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for (one year) (_____ successive one year periods) under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
 - A. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-W> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - **B.** If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-W> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

*Note: Follow these directions to locate the most recent percentage of increase/decrease:

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|---|---|--|--|
| Steps | Directions | | |
| Go to: www.bls.gov/cpi | Bureau of Labor Statistics website | | |
| Under "Browse CPI" go to: | CPI Databases | | |
| Under "Database Name" go to: | All Urban Consumers (Current Series) Consumer Price | | |
| | Index – CPI-U | | |
| Under "One Screen-Green Icon" go to: | One Screen Data Search | | |
| Under Item #1 Selection Area | Click on "On Screen-Data Search" | | |
| Under Item #2 Select One or More Items | Whatever you referred to in the renewal clause must be | | |
| Use the "US City Average" | selected here (i.e., other services, services, etc.). | | |
| Under Item #3 | Always select not seasonally adjusted. | | |
| Seasonably or Not Seasonably | *Note: Seasonally adjusted figures are for (5) years. Not | | |
| | Seasonally adjusted figures are for (1) year. | | |
| Select | GET DATA | | |
| A table will populate. | Click "MORE FOMRATTING OPTIONS" | | |
| A table will populate. | Use the most recent figure available. | | |

32. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Small Business and

Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If a 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 DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.

- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142. 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 DSBSD certification number of FEIN 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 with every request for payment, information on use of subcontractors that are not DSBSD-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, FEIN number, total dollar amount subcontracted, and type of product or service provided. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.
 (Buyers should be sure to attach form S001 as Attachment to any solicitation where these Special Terms and Conditions are used. This is required in solicitations where the value is over \$100,000 or where a small business subcontracting plan is a condition of award (i.e. RFP's as there are 20 points assigned to this criterion or IFB's with a potential value of \$100,000 or greater)
- **33. SPECIAL DISCOUNTS**: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.
- 34. TRADE SECRETS/PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the Code of Virginia, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.
- 35. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

IFB R15-053 Attachment D – IT Special Terms and Conditions

Special Terms and Conditions Information Technology

- 1. <u>TITLE:</u> Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.
- **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order.

3. <u>CERTIFICATION TESTING PERIOD:</u>

A. Systems: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The thirty (30) day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

4. **CONFIDENTIALITY:**

- A. (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 § 2.2-4342 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.
- B. (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.

5. <u>DEFINITION:</u>

- A. <u>Equipment</u>: 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.
- **B.** <u>Software</u>: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

- **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 in-operability. The period of inoperability 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 (2) days following the request for replacement.
- **7. 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.
- 8. <u>LIMITATION OF USE</u>: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.
- 9. MAINTENANCE: Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to any contracted additional one-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 30 days prior to expiration of the existing maintenance period.
- **NEW PRODUCTS:** Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- 11. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- **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.
- **QUALIFIED REPAIR PESONNEL:** 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.
- 14. 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 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.

- 15. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional as contracted one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior years contract price(s), increased or decreased by more than the percentage increase or decrease in the urban U.S. city average services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- **19. 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.
- **20. SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- 21. <u>SOFTWARE DISPOSITION</u>: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.
- **SOURCE CODE:** In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- **THIRD PARTY ACQUISITON OF SOFTWARE:** The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- **TITLE TO SOFTWARE:** By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- **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.

- **WARRANTY OF SOFTWARE:** The contractor warrants the operation of all software products for a period of six (6) months from the date of acceptance. During the warranty period, the contractor shall provide _ hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within <u>48</u> hours of initial notification.
- 28. YEAR 2000 COMPLIANT (ENABLEMENT WARRANTY): The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

IFB R15-053 Attachment E – Bidder Data Sheet

Attachment D is to be completed and submitted by the Bidder as part of a complete Bid.
*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

| Qualifications: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements. | | | | |
|---|---|--|--|--|
| Vendor's Primary Contact for this IFB: | Vendor's Primary Contact for this IFB: | | | |
| NAME: | TITLE: | | | |
| PHONE: | EMAIL: | | | |
| Years in Business: Indicate the length of time the Offeror's company leads to customer detailed in this IFB: | has been in business providing the type of good or service to the type of | | | |
| YEARS: | MONTHS: | | | |
| that your company is servicing, has serviced, or has | or (4) current or recent accounts (educational, commercial or governmental) is provided similar goods/services. Include the length of service and the of contact. The Contact should be knowledgeable about the design, company provided to the referenced company. | | | |
| 1) Company: | Contact Name and Title: | | | |
| Phone: () | Email: | | | |
| Fax: () | | | | |
| Project: | | | | |
| Dates of Service: | \$ Value: | | | |
| 2) Company: | Contact Name and Title: | | | |
| Phone: () | Email: | | | |
| Fax: () | | | | |
| Project: | | | | |
| Dates of Service: | \$ Value: | | | |

| 3) Company: | Contact Name and Title: |
|--|--|
| Phone: () Fax: () | Email: |
| Project: | |
| 110,000 | |
| Dates of Service: | \$ Value: |
| 4) Company: | Contact Name and Title: |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |
| LOST ACCOUNTS: If you have lost accounts in the past (12) twelve why. | months please indicate below providing the reasons as to |
| 5) Company: | Contact Name and Title: |
| | |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |
| 6) Company: | Contact Name and Title: |
| Phone: () | Email: |
| Fax: () | |
| Project: | |
| Dates of Service: | \$ Value: |

IFB R15-053 - Attachment F - Pricing Table

Attachment F is to be completed, signed, and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document. Bids for goods shall be listed as a percentage off the Manufacture Suggested Retail Price (MSRP), which is included as Attachment G. Bid Line Items below match the major categories in the MSRP – Attachment G.

URL for Non-Site Subscriptions: https://www.redhat.com/f/html/partners_us_skulist.html#rhn

Orders: Radford University (RU) does not guarantee the purchase of any Line Items listed below. Orders are authorized only through the issuance of an official agency Purchase Order.

Bid Evaluation: For the purpose of evaluating bid pricing, calculations will be based on Percentage off MSRP – One Year for Line Items 1-4 below using the RU FTE and quantities listed below.

| Item | Category | Description | Quantity |
|------|-------------------|--|-----------|
| 1 | Site Subscription | Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC), Self-support with Smart Management (Unlimited RHEL for enterprise) (minimum 1,000 FTE) | 1,354 FTE |
| 2 | RHN | Red Hat Satellite (Academic Edition) (Management tool for RHEL) | 1 ea |
| 3 | RHEL | Red Hat Enterprise Linux Extended Life Cycle (Ability to update old RHEL Servers) | 15 ea |
| 4 | RHEL | Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 1 guest) (RHEL with | 3 ea |
| | | Premium support) | |

Notes for Line Item 1 above:

- Faculty and Staff Full Time Equivalent (FTE)
 - FTE = ((Full-Time Faculty + Part-Time Faculty) / 3) + ((Full-Time Staff + Part-Time Staff) / 2)
- Notes: Total FTE is rounded up to next whole unit.
- All employees who work more than 200 hours per annum must be included in the FTE count.

Period of Performance (PoP): Bids should be based on a twelve (12) month term. However, in order to synchronize the period of performance for some line items, orders may be issued for periods greater than or less than twelve months. By entering your bid below you confirm that the Percentage off MSRP will apply for any period of performance.

Tiered Pricing: If order volume has an impact on bid pricing for any Line Items below, please provide tiered pricing for those Line Items. Any resulting contract is intended for cooperative use, so many different sized agencies may place orders.

| Item | Category of Goods/Services | Unit | Percentage off MSRP – One Year | Percentage off MSRP- Three Years |
|------|--|------|--------------------------------|-------------------------------------|
| 1 | Site Subscription (Price Red Hat Satellite separately as part of RHN) | FTE | | |
| 2 | RHEL 2014 | ea | | |
| 3 | RHEL | ea | | |
| 4 | RHEV | ea | | |
| 5 | MRG | ea | | |
| 6 | RHN | ea | | |
| 7 | STORAGE RHN | ea | | |
| 8 | RED HAT DIRECTORY SERVER | ea | | |
| 9 | MEDIA KITS | ea | | |
| 10 | TRAINING | ea | | |

| 11 | TRAINING UNITS | ea | |
|----|------------------|----|--|
| 12 | CONSULTING UNITS | ea | |

| | - |
|---|--|
| Delivery Date: (ARO) | Prompt Payment Discount Terms: |
| Does your firm accept VISA? ☐ Yes ☐ No | Are you registered in the Commonwealth of Virginia's EVA (Electronic |
| | Procurement System): ☐ Yes ☐ No |
| | If yes, provide EVA Vendor ID or DUNS Number: |
| Are you certified as a ☐ Small ☐ Woman-Owned or ☐ Minority- | |
| Owned Business with the Virginia Department of Small Business | Bidders Signature: |
| and Supplier Diversity (DSBSD), previously DMBE? | |
| | Print Name: |
| Phone No: | Email: |
| | |

Note: Prices are fixed for the base term of three years with potential negotiated adjustments at contract renewal limited to the CPI-W Index published by the Bureau of Labor Statistics for the then most recent twelve month period.

IFB R15-053 - Attachment G - MSRP - Red Hat Manufacturer's Suggested Price List

The following pages contain MSRP for Site Subscription (no URL available) and MSRP for other Red Hat offering (URL is: https://www.redhat.com/f/html/partners us skulist.html#rhn)

How do I calculate licensing fees based on FTE units?

Pricing is based on the number of FTE (Full-Time Equivalent) units that are being covered. FTEs are calculated as follows:

- · All full-time faculty and staff are considered one unit
- · Part-time staff are considered a half of a unit
- · Part-time faculty are considered a third of a unit

Formula:

Faculty and Staff FTE = Full-Time Faculty + Part-Time Faculty / 3 + Full-Time Staff + Part-Time Staff / 2

For example, if you have 2,000 full-time faculty, 1,500 part-time faculty, 1,000 full-time staff, and 500 part-time staff. The FTE count is calculated as follows:

$$2,000 + (1500 \div 3) + 1,000 + (500 \div 2) = 3,750$$
 FTEs

If the total FTE count ends with a fractional component, then the total number of FTEs is rounded to the next unit. This means that 2,500 1/2 FTE units would round to 2501 units for contract purposes. All employees who work more than 200 hours per annum must be included in the FTE count.

Is there a minimum requirement to participate in the Campus Wide Site Subscription Program? Yes. The minimum FTE requirement is 1,000.

Do I have to subscribe for my entire institution?

Yes. The program benefit is to subscribe for the entire institution.

What are the various offerings that are included in the program?

| PRODUCT | MSRP | SOCKETS | SUPPORT LEVEL | VIRTUAL GUESTS | SMART MANAGEMENT |
|---|------------|---------|------------------|-------------------|---------------------|
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Self-support with Smart Management per FTE | \$15 / FTE | 16 | Self-support | 20 | Included |
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Standard (Up to 5 Contacts) with Smart Management per FTE | \$25 / FTE | 16 | Standard | 20 | Included |
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Premium (Up to 5 Contacts) with Smart Management per FTE | \$40 / FTE | 16 | Premium | 20 | Included |
| High-Availability (Academic Site Subscription) per FTE | \$5 / FTE | 16 | Inherited | 20 | N/A |
| Load Balancer (Academic Site Subscription) per FTE | \$3 / FTE | 16 | Inherited | 20 | N/A |
| Resilient Storage (Academic Site Subscription) per FTE | \$10 / FTE | 16 | Inherited | 20 | N/A |
| Scalable File System (Academic Site Subscription) per FTE | \$3 / FTE | 16 | Inherited | 20 | N/A |

NOTE: Customers are required to purchase a Satellite as part of the site subscription program.



United States • Customer Portal • Find a partner • Buy online • Contact sales (change)

-

Q

PRODUCTS

SOLUTIONS

SUPPORT

TRAINING

PARTNERS

North American Channel SKUs

Red Hat Enterprise Linux product family

The Red Hat Enterprise Linux product range is easy to understand and purchase. There are two primary product categories: Server and Desktop.

Server

Links go to product pages.

- → Red Hat Enterprise Linux
- → for Mainframe Computing
- → for HPC Compute Nodes

Desktop

Links go to product pages.

- → Red Hat Enterprise Linux Desktop
- → with Workstation and Multi-OS options

Note that the AS, ES and WS variants provided by <u>prior releases</u> of Red Hat Enterprise Linux are not available for version 5. Direct replacements for all these products are provided with version 5.

- Basic: Provides web support
- Standard: Provides web/phone technical support during business hours
- Premium: Provides 24x7 Phone and web technical support

SKUs

RHEL 2014 | RHEL | Desktop | RHEV | MRG | RHN | Storage | Directory Server | JBoss | Media Kits | Training | Consulting Units | HPC

RHEL 2014

| | 1 Year | | 3 Year | | | |
|---|---------|-----------|--------|-----------|-------------|-------|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP |
| Red Hat Enterprise Linux for Virtual Datacenters, Premium | RH00001 | RH00001RN | 3,249 | RH00001F3 | RH00001F3RN | 9,260 |
| Red Hat Enterprise Linux for Virtual Datacenters, Standard | RH00002 | RH00002RN | 1,999 | RH00002F3 | RH00002F3RN | 5,697 |
| Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) | RH00003 | RH00003RN | 1,299 | RH00003F3 | RH00003F3RN | 3,702 |
| Red Hat Enterprise Linux Server, Standard (Physical or Virtual Nodes) | RH00004 | RH00004RN | 799 | RH00004F3 | RH00004F3RN | 2,277 |
| Red Hat Enterprise Linux Server Entry Level, Self-support | RH00005 | RH00005RN | 349 | RH00005F3 | RH00005F3RN | 995 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters, Premium | RH00148 | RH00148RN | 3,249 | RH00148F3 | RH00148F3RN | 9,260 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters (non-Production), Standard | RH00149 | RH00149RN | 1,999 | RH00149F3 | RH00149F3RN | 5,697 |
| Red Hat Enterprise Linux Server for SAP Applications, Premium (Physical or | | | | | | |

| | RH00150 | RH00150RN | 1,299 | RH00150F3 | RH00150F3RN | 3,702 |
|---|---------|-----------|-------|-----------|---------------|--------|
| Virtual Nodes) | KH00150 | KHOOTSOKN | 1,299 | KH00150F3 | KHUU ISUFSKIN | 3,702 |
| Red Hat Enterprise Linux Server for SAP Applications (non-Production), Standard (Physical or Virtual Nodes) | RH00151 | RH00151RN | 799 | RH00151F3 | RH00151F3RN | 2,277 |
| Red Hat Enterprise Linux Server for SAP HANA, (non-Production), Standard (Physical or Virtual Nodes) | RH00197 | RH00197RN | 799 | RH00197F3 | RH00197F3RN | 2,277 |
| Red Hat Enterprise Linux Server for SAP HANA, Premium (Physical or Virtual Nodes) | RH00196 | RH00196RN | 1,299 | RH00196F3 | RH00196F3RN | 3,702 |
| Red Hat Enterprise Linux for Virtual Datacenters (Disaster Recovery), Premium | RH00011 | RH00011RN | 1,625 | RH00011F3 | RH00011F3RN | 4,631 |
| Red Hat Enterprise Linux for Virtual Datacenters (Disaster Recovery), Standard | RH00012 | RH00012RN | 1,000 | RH00012F3 | RH00012F3RN | 2,850 |
| Red Hat Enterprise Linux Server (Disaster Recovery), Premium (Physical or Virtual Nodes) | RH00013 | RH00013RN | 650 | RH00013F3 | RH00013F3RN | 1,853 |
| Red Hat Enterprise Linux Server (Disaster Recovery), Standard (Physical or Virtual Nodes) | RH00014 | RH00014RN | 400 | RH00014F3 | RH00014F3RN | 1,140 |
| Red Hat Enterprise Linux Server Entry Level (Disaster Recovery), Self-support | RH00015 | RH00015RN | 175 | RH00015F3 | RH00015F3RN | 499 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters (Disaster Recovery), Premium | RH00156 | RH00156RN | 1,625 | RH00156F3 | RH00156F3RN | 4,631 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters (non-Production) (Disaster Recovery), Standard | RH00157 | RH00157RN | 1,000 | RH00157F3 | RH00157F3RN | 2,850 |
| Red Hat Enterprise Linux Server for SAP Applications (Disaster Recovery), Premium (Physical or Virtual Nodes) | RH00158 | RH00158RN | 650 | RH00158F3 | RH00158F3RN | 1,853 |
| Red Hat Enterprise Linux Server for SAP Applications (non-Production) (Disaster Recovery), Standard (Physical or Virtual Nodes) | RH00159 | RH00159RN | 400 | RH00159F3 | RH00159F3RN | 1,140 |
| High Availability | RH00025 | RH00025RN | 399 | RH00025F3 | RH00025F3RN | 1,137 |
| High Availability for Unlimited Guests | RH00059 | RH00059RN | 998 | RH00059F3 | RH00059F3RN | 2,844 |
| Load Balancer | RH00028 | RH00028RN | 199 | RH00028F3 | RH00028F3RN | 567 |
| Resilient Storage | RH00026 | RH00026RN | 799 | RH00026F3 | RH00026F3RN | 2,277 |
| Resilient Storage for Unlimited Guests | RH00060 | RH00060RN | 1998 | RH00060F3 | RH00060F3RN | 5,694 |
| Scalable File System | RH00027 | RH00027RN | 199 | RH00027F3 | RH00027F3RN | 567 |
| Smart Management | RH00031 | RH00031RN | 192 | RH00031F3 | RH00031F3RN | 547 |
| Smart Management for Unlimited Guests | RH00032 | RH00032RN | 576 | RH00032F3 | RH00032F3RN | 1,642 |
| Monitoring | RH00041 | RH00041RN | 96 | RH00041F3 | RH00041F3RN | 274 |
| Monitoring for Unlimited Guests | RH00042 | RH00042RN | 288 | RH00042F3 | RH00042F3RN | 821 |
| Smart Management with Monitoring | RH00043 | RH00043RN | 288 | RH00043F3 | RH00043F3RN | 821 |
| Smart Management with Monitoring for Unlimited Guests | RH00044 | RH00044RN | 864 | RH00044F3 | RH00044F3RN | 2,462 |
| Extended Update Support | RH00030 | RH00030RN | 249 | RH00030F3 | RH00030F3RN | 710 |
| Extended Update Support for Unlimited Guests | RH00061 | RH00061RN | 623 | RH00061F3 | RH00061F3RN | 1,776 |
| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management, Premium | RH00006 | RH00006RN | 3,825 | RH00006F3 | RH00006F3RN | 10,901 |
| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management, Standard | RH00007 | RH00007RN | 2,575 | RH00007F3 | RH00007F3RN | 7,339 |
| Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes) | RH00008 | RH00008RN | 1,491 | RH00008F3 | RH00008F3RN | 4,249 |
| Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes) | RH00009 | RH00009RN | 991 | RH00009F3 | RH00009F3RN | 2,824 |
| Red Hat Enterprise Linux Server Entry Level with Smart Management, Self-support | RH00010 | RH00010RN | 541 | RH00010F3 | RH00010F3RN | 1,542 |

| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management & Resilient Storage, Premium | RH00021 | RH00021RN | 4,225 | RH00021F3 | RH00021F3RN | 12,041 |
|---|---------|-----------|-------|-----------|----------------------------|--------|
| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management & Resilient Storage, Standard | RH00022 | RH00022RN | 2,975 | RH00022F3 | RH00022F3RN | 8,479 |
| Red Hat Enterprise Linux Server with Smart Management & Resilient Storage, Premium (Physical or Virtual Nodes) | RH00023 | RH00023RN | 1,891 | RH00023F3 | RH00023F3RN | 5,389 |
| Red Hat Enterprise Linux Server with Smart Management & Resilient Storage, Standard (Physical or Virtual Nodes) | RH00024 | RH00024RN | 1,391 | RH00024F3 | RH00024F3RN | 3,964 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters with Smart Management, Premium | RH00152 | RH00152RN | 3,825 | RH00152F3 | RH00152F3RN | 10,901 |
| Red Hat Enterprise Linux for SAP Application\Virtual Datacenters (non-Production) with Smart Management, Standard | RH00153 | RH00153RN | 2,575 | RH00153F3 | RH00153F3RN | 7,339 |
| Red Hat Enterprise Linux Server for SAP Applications with Smart Management, Premium (Physical or Virtual Nodes) | RH00154 | RH00154RN | 1,491 | RH00154F3 | RH00154F3RN | 4,249 |
| Red Hat Enterprise Linux Server for SAP Applications (non-Production) with Smart Management, Standard (Physical or Virtual Nodes) | RH00155 | RH00155RN | 991 | RH00155F3 | RH00155F3RN | 2,824 |
| Red Hat Enterprise Linux Server for SAP HANA (non-Production) with Smart Management, Standard (Physical or Virtual Nodes) | RH00199 | RH00199RN | 991 | RH00199F3 | RH00199F3RN | 2,824 |
| Red Hat Enterprise Linux Server for SAP HANA with Smart Management, Premium (Physical or Virtual Nodes) | RH00198 | RH00198RN | 1,491 | RH00198F3 | RH00198F3RN | 4,249 |
| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management (Disaster Recovery), Premium | RH00016 | RH00016RN | 1,913 | RH00016F3 | RH00016F3RN | 5,452 |
| Red Hat Enterprise Linux for Virtual Datacenters with Smart Management (Disaster Recovery), Standard | RH00017 | RH00017RN | 1,288 | RH00017F3 | RH00017F3RN | 3,671 |
| Red Hat Enterprise Linux Server with Smart Management (Disaster Recovery), Premium (Physical or Virtual Nodes) | RH00018 | RH00018RN | 746 | RH00018F3 | RH00018F3RN | 2,126 |
| Red Hat Enterprise Linux Server with Smart Management (Disaster Recovery), Standard (Physical or Virtual Nodes) | RH00019 | RH00019RN | 496 | RH00019F3 | RH00019F3RN | 1,414 |
| Red Hat Enterprise Linux Server Entry Level with Smart Management (Disaster Recovery), Self-support | RH00020 | RH00020RN | 271 | RH00020F3 | RH00020F3RN | 772 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters with Smart Management (Disaster Recovery), Premium | RH00160 | RH00160RN | 1,913 | RH00160F3 | RH00160F3RN | 5,452 |
| Red Hat Enterprise Linux for SAP Application Virtual Datacenters (non-Production) with Smart Management, Standard | RH00161 | RH00161RN | 1,288 | RH00161F3 | RH00161F3RN | 3,671 |
| Red Hat Enterprise Linux Server for SAP Applications with Smart Management (Disaster Recovery), Premium (Physical or Virtual Nodes) | RH00162 | RH00162RN | 746 | RH00162F3 | RH00162F3RN | 2,126 |
| Red Hat Enterprise Linux Server for SAP Applications (non-Production) with Smart Management (Disaster Recovery), Standard (Physical or Virtual Nodes) | RH00163 | RH00163RN | 496 | RH00163F3 | RH00163F3RN | 1,414 |
| High Availability (Disaster Recovery) | RH00033 | RH00033RN | 200 | RH00033F3 | RH00033F3RN | 570 |
| High Availability for Unlimited Guests (Disaster Recovery) | RH00062 | RH00062RN | 499 | RH00062F3 | RH00062F3RN | 1,422 |
| Load Balancer (Disaster Recovery) | RH00036 | RH00036RN | 100 | RH00036F3 | RH00036F3RN | 285 |
| Resilient Storage (Disaster Recovery) | RH00034 | RH00034RN | 400 | RH00034F3 | RH00034F3RN | 1,140 |
| Resilient Storage for Unlimited Guests (Disaster Recovery) | RH00063 | RH00063RN | 999 | RH00063F3 | RH00063F3RN | 2,847 |
| Scalable File System (Disaster Recovery) | RH00035 | RH00035RN | 100 | RH00035F3 | RH00035F3RN | 285 |
| Smart Management (Disaster Recovery) | RH00039 | RH00039RN | 96 | RH00039F3 | RH00039F3RN | 274 |
| Smart Management (Disaster Recovery) Smart Management for Unlimited Guests (Disaster Recovery) | RH00040 | RH00040RN | 288 | RH00040F3 | RH00040F3RN | 821 |
| Monitoring (Disaster Recovery) | RH00040 | RH00045RN | 48 | RH00040F3 | RH00040F3RN RH00045F3RN | 137 |
| | | | | | | |
| Monitoring for Unlimited Guests (Disaster Recovery) | RH00046 | RH00046RN | 144 | RH00046F3 | RH00046F3RN | 410 |

| Smart Management with Monitoring (Disaster Recovery) | RH00047 | RH00047RN | 144 | RH00047F3 | RH00047F3RN | 410 | |
|---|---------|-----------|-----|-----------|-------------|-------|--|
| Smart Management with Monitoring for Unlimited Guests (Disaster Recovery) | RH00048 | RH00048RN | 432 | RH00048F3 | RH00048F3RN | 1,231 | |
| Extended Update Support (Disaster Recovery) | RH00038 | RH00038RN | 125 | RH00038F3 | RH00038F3RN | 356 | |
| Extended Update Support for Unlimited Guests (Disaster Recovery) | RH00064 | RH00064RN | 311 | RH00064F3 | RH00064F3RN | 886 | |

RHEL

| | 1 Year | | | 3 Year | | |
|---|-----------|-------------|---------|-------------|---------------|----------|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 1 guest) | RH0155783 | RH0155783RN | 1,299 | RH0155783F3 | RH0155783F3RN | 3,702 |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 4 guests) | RH0134973 | RH0134973RN | 1,949 | RH0134973F3 | RH0134973F3RN | 5,555 |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Unlimited guests) | RH0197329 | RH0197329RN | 3,249 | RH0197329F3 | RH0197329F3RN | 9,260 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Up to 1 guest) | RH0165545 | RH0165545RN | 2,598 | RH0165545F3 | RH0165545F3RN | 7,404 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Up to 4 guests) | RH0153936 | RH0153936RN | 3,898 | RH0153936F3 | RH0153936F3RN | 11,109 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Unlimited guests) | RH0133325 | RH0133325RN | 6,498 | RH0133325F3 | RH0133325F3RN | 18,519 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Up to 1 guest) | RH0190786 | RH0190786RN | 5,196 | RH0190786F3 | RH0190786F3RN | 14,809 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Up to 4 guests) | RH0103708 | RH0103708RN | 7,796 | RH0103708F3 | RH0103708F3RN | 22,219 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Unlimited guests) | RH0105260 | RH0105260RN | 12,996 | RH0105260F3 | RH0105260F3RN | 37,039 |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 8 vCPUs) | RH0128910 | RH0128910RN | \$1,299 | RH0128910F3 | RH0128910F3RN | \$3,702 |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 16 vCPUs) | RH0198732 | RH0198732RN | \$2,598 | RH0198732F3 | RH0198732F3RN | \$7,404 |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 32 vCPUs) | RH0119942 | RH0119942RN | \$5,196 | RH0119942F3 | RH0119942F3RN | \$14,809 |
| Red Hat Enterprise Linux Server, Premium (2 sockets) (Up to 4 guests) with Resilient Storage | RH0163663 | RH0163663RN | \$2,748 | RH0163663F3 | RH0163663F3RN | \$7,832 |
| Red Hat Enterprise Linux Server, Premium (2 sockets) (Unlimited guests) with Resilient Storage | RH0110270 | RH0110270RN | \$4,048 | RH0110270F3 | RH0110270F3RN | \$11,537 |
| Red Hat Enterprise Linux Server, Premium (2 sockets) (Up to 4 guests) with Smart Management & Resilient Storage | RH0121680 | RH0121680RN | \$3,036 | RH0121680F3 | RH0121680F3RN | \$8,653 |
| Red Hat Enterprise Linux Server, Premium (2 sockets) (Unlimited guests) with Smart Management & Resilient Storage | RH0158978 | RH0158978RN | \$4,624 | RH0158978F3 | RH0158978F3RN | \$13,178 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Up to 1 guest) | RH0101594 | RH0101594RN | 799 | RH0101594F3 | RH0101594F3RN | 2,277 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Up to 4 guests) | RH0149709 | RH0149709RN | 1,199 | RH0149709F3 | RH0149709F3RN | 3,417 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Unlimited guests) | RH0192098 | RH0192098RN | 1,999 | RH0192098F3 | RH0192098F3RN | 5,697 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Up to 1 guest) | RH0125194 | RH0125194RN | 1,598 | RH0125194F3 | RH0125194F3RN | 4,554 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Up to 4 | | | | | | |

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|--|-----------|-------------|---------|-------------|---------------|---------|
| guests) | RH0106761 | RH0106761RN | 2,398 | RH0106761F3 | RH0106761F3RN | 6,834 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Unlimited guests) | RH0100931 | RH0100931RN | 3,998 | RH0100931F3 | RH0100931F3RN | 11,394 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Up to 1 guest) | RH0146513 | RH0146513RN | 3,196 | RH0146513F3 | RH0146513F3RN | 9,109 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Up to 4 guests) | RH0117916 | RH0117916RN | 4,796 | RH0117916F3 | RH0117916F3RN | 13,669 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Unlimited guests) | RH0186633 | RH0186633RN | 7,996 | RH0186633F3 | RH0186633F3RN | 22,789 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 8 vCPUs) | RH0127380 | RH0127380RN | \$799 | RH0127380F3 | RH0127380F3RN | \$2,277 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 16 vCPUs) | RH0145773 | RH0145773RN | \$1,598 | RH0145773F3 | RH0145773F3RN | \$4,554 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 32 vCPUs) | RH0159387 | RH0159387RN | \$3,196 | RH0159387F3 | RH0159387F3RN | \$9,109 |
| Red Hat Enterprise Linux Server, Standard (2 sockets) (Up to 4 guests) with Resilient Storage | RH0181617 | RH0181617RN | \$1,998 | RH0181617F3 | RH0181617F3RN | \$5,694 |
| Red Hat Enterprise Linux Server, Standard (2 sockets) (Unlimited guests) with Resilient Storage | RH0148194 | RH0148194RN | \$2,798 | RH0148194F3 | RH0148194F3RN | \$7,974 |
| Red Hat Enterprise Linux Server, Standard (2 sockets) (Up to 4 guests) with Smart Management & Resilient Storage | RH0145996 | RH0145996RN | \$2,286 | RH0145996F3 | RH0145996F3RN | \$6,515 |
| Red Hat Enterprise Linux Server, Standard (2 sockets) (Unlimited guests) with Smart Management & Resilient Storage | RH0134532 | RH0134532RN | \$3,374 | RH0134532F3 | RH0134532F3RN | \$9,616 |
| Red Hat Enterprise Linux Server, Self-support (1-2 sockets) (Up to 1 guest) | RH0197181 | RH0197181RN | 349 | RH0197181F3 | RH0197181F3RN | 995 |
| Red Hat Enterprise Linux for SAP applications Premium (1-2 sockets) (Up to 1 guest) | RH0212070 | RH0212070RN | 1,299 | RH0212070F3 | RH0212070F3RN | 3,702 |
| Red Hat Enterprise Linux for SAP applications Premium (1-2 sockets) (Up to 4 guests) | RH0275404 | RH0275404RN | 1,949 | RH0275404F3 | RH0275404F3RN | 5,555 |
| Red Hat Enterprise Linux for SAP applications, Premium (1-2 sockets) (Unlimited guests) | RH0263582 | RH0263582RN | 3,249 | RH0263582F3 | RH0263582F3RN | 9,260 |
| Red Hat Enterprise Linux for SAP applications Premium (4 sockets) (Up to 1 guest) | RH0299208 | RH0299208RN | 2,598 | RH0299208F3 | RH0299208F3RN | 7,404 |
| Red Hat Enterprise Linux for SAP applications Premium (4 sockets (Up to 4 guests) | RH0295402 | RH0295402RN | 3,898 | RH0295402F3 | RH0295402F3RN | 11,109 |
| Red Hat Enterprise Linux for SAP applications, Premium (4 sockets) (Unlimited guests) | RH0295482 | RH0295482RN | 6,498 | RH0295482F3 | RH0295482F3RN | 18,519 |
| Red Hat Enterprise Linux for SAP applications Premium (8 sockets) (Up to 1 guest) | RH0275444 | RH0275444RN | 5,196 | RH0275444F3 | RH0275444F3RN | 14,809 |
| Red Hat Enterprise Linux for SAP applications Premium (8 sockets) (Up to 4 guests) | RH0274447 | RH0274447RN | 7,796 | RH0274447F3 | RH0274447F3RN | 22,219 |
| Red Hat Enterprise Linux for SAP applications, Premium (8 sockets) (Unlimited guests) | RH0213717 | RH0213717RN | 12,996 | RH0213717F3 | RH0213717F3RN | 37,039 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (1-2 sockets) (Up to 1 guest) | RH0202417 | RH0202417RN | 799 | RH0202417F3 | RH0202417F3RN | 2,277 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (1-2 sockets) (Up to 4 guests) | RH0254510 | RH0254510RN | 1,199 | RH0254510F3 | RH0254510F3RN | 3,417 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (1-2 sockets) (Unlimited guests) | RH0284432 | RH0284432RN | 1,999 | RH0284432F3 | RH0284432F3RN | 5,697 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (4 sockets) (Up to 1 guest) | RH0260810 | RH0260810RN | 1,598 | RH0260810F3 | RH0260810F3RN | 4,554 |
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|---|-----------|-------------|--------|-------------|---------------|--------|
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (4 sockets) (Up to 4 guests) | RH0273025 | RH0273025RN | 2,398 | RH0273025F3 | RH0273025F3RN | 6,834 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (4 sockets) (Unlimited guests) | RH0286118 | RH0286118RN | 3,998 | RH0286118F3 | RH0286118F3RN | 11,394 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (8 sockets) (Up to 1 guest) | RH0236258 | RH0236258RN | 3,196 | RH0236258F3 | RH0236258F3RN | 9,109 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (8 sockets) (Up to 4 guests) | RH0293814 | RH0293814RN | 4,796 | RH0293814F3 | RH0293814F3RN | 13,669 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (8 sockets) (Unlimited guests) | RH0258149 | RH0258149RN | 7,996 | RH0258149F3 | RH0258149F3RN | 22,789 |
| Red Hat Enterprise Linux for IBM POWER, Premium (1-2 sockets) (Up to 15 LPARs) | RH0322810 | RH0322810RN | 4,300 | RH0322810F3 | RH0322810F3RN | 12,255 |
| Red Hat Enterprise Linux for IBM POWER, Premium (4 sockets) (Up to 30 LPARs) | RH0330979 | RH0330979RN | 8,600 | RH0330979F3 | RH0330979F3RN | 24,510 |
| Red Hat Enterprise Linux for IBM POWER, Premium (8 sockets) (Up to 60 LPARs) | RH0330307 | RH0330307RN | 17,200 | RH0330307F3 | RH0330307F3RN | 49,020 |
| Red Hat Enterprise Linux for IBM POWER, Premium (16 sockets) (Up to 120 LPARs) | RH0366227 | RH0366227RN | 34,400 | RH0366227F3 | RH0366227F3RN | 98,040 |
| Red Hat Enterprise Linux for IBM POWER, Standard (1-2 sockets) (Up to 15 LPARs) | RH0383454 | RH0383454RN | 2,700 | RH0383454F3 | RH0383454F3RN | 7,695 |
| Red Hat Enterprise Linux for IBM POWER, Standard (4 sockets) (Up to 30 LPARs) | RH0350482 | RH0350482RN | 5,400 | RH0350482F3 | RH0350482F3RN | 15,390 |
| Red Hat Enterprise Linux for IBM POWER, Standard (8 sockets) (Up to 60 LPARs) | RH0373830 | RH0373830RN | 10,800 | RH0373830F3 | RH0373830F3RN | 30,780 |
| Red Hat Enterprise Linux for IBM POWER, Standard (16 sockets) (Up to 120 LPARs) | RH0378841 | RH0378841RN | 21,600 | RH0378841F3 | RH0378841F3RN | 61,560 |
| Red Hat Enterprise Linux for IBM System z, Premium | RH0451709 | RH0451709RN | 18,000 | RH0451709F3 | RH0451709F3RN | 51,300 |
| Red Hat Enterprise Linux for IBM System z, Standard | RH0416249 | RH0416249RN | 15,000 | RH0416249F3 | RH0416249F3RN | 42,750 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (1-2 sockets) (Up to 1 guest) | RH0515353 | RH0515353RN | 2,598 | RH0515353F3 | RH0515353F3RN | 7,404 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (4 sockets) (Up to 1 guest) | RH0592709 | RH0592709RN | 5,196 | RH0592709F3 | RH0592709F3RN | 14,809 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (8 sockets) (Up to 1 guest) | RH0557526 | RH0557526RN | 10,392 | RH0557526F3 | RH0557526F3RN | 29,617 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (1-2 sockets) (Up to 1 guest) | RH0525573 | RH0525573RN | 1,598 | RH0525573F3 | RH0525573F3RN | 4,554 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (4 sockets) (Up to 1 guest) | RH0535229 | RH0535229RN | 3,196 | RH0535229F3 | RH0535229F3RN | 9,109 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (8 sockets) (Up to 1 guest) | RH0586408 | RH0586408RN | 6,392 | RH0586408F3 | RH0586408F3RN | 18,217 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self-support (1-2 sockets) (Up to 1 guest) | RH0635043 | RH0635043RN | 79 | RH0635043F3 | RH0635043F3RN | 225 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self-support (4 sockets) (Up to 1 guest) | RH0612148 | RH0612148RN | 158 | RH0612148F3 | RH0612148F3RN | 450 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self-support (8 sockets) (Up to 1 guest) | RH0604852 | RH0604852RN | \$316 | RH0604852F3 | RH0604852F3RN | \$901 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self- support (1-2 sockets) (Up to 1 guest) with Extended Update Support | RH0679408 | RH0679408RN | \$135 | RH0679408F3 | RH0679408F3RN | \$385 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self- support (4 sockets) (Up to 1 guest) with Extended Update Support | RH0693930 | RH0693930RN | \$270 | RH0693930F3 | RH0693930F3RN | \$770 |
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| Red Hat Enterprise Linux Server for HPC Compute Node, Self- support (8 sockets) (Up to 1 guest) with Extended Update Support | RH0627122 | RH0627122RN | \$540 | RH0627122F3 | RH0627122F3RN | \$1,539 |
| Red Hat Enterprise Linux Desktop (50 Pack), Premium | RH0811325 | RH0811325RN | \$3,450 | RH0811325F3 | RH0811325F3RN | \$9,833 |
| Red Hat Enterprise Linux Desktop (50 Pack), Standard | RH0823221 | RH0823221RN | \$2,950 | RH0823221F3 | RH0823221F3RN | \$8,408 |
| Red Hat Enterprise Linux Desktop, Self-support | RH0844913 | RH0844913RN | \$49 | RH0844913F3 | RH0844913F3RN | \$140 |
| Red Hat Enterprise Linux Workstation, Premium | RH0923296 | RH0923296RN | 369 | RH0923296F3 | RH0923296F3RN | 1,052 |
| Red Hat Enterprise Linux Workstation, Standard | RH0958488 | RH0958488RN | 299 | RH0958488F3 | RH0958488F3RN | 852 |
| Red Hat Enterprise Linux Workstation, Standard (Up to 4 Guests) | RH0981731 | RH0981731RN | 449 | RH0981731F3 | RH0981731F3RN | 1,280 |
| Red Hat Enterprise Linux Workstation, Self-support (Up to 4 Guests) | RH0990680 | RH0990680RN | 269 | RH0990680F3 | RH0990680F3RN | 767 |
| Red Hat Enterprise Linux Workstation, Self-support | RH0986300 | RH0986300RN | 179 | RH0986300F3 | RH0986300F3RN | 510 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Up to 1 guest) | RH0153045 | RH0153045RN | 650 | RH0153045F3 | RH0153045F3RN | 1,853 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Up to 4 guests) | RH0148663 | RH0148663RN | 975 | RH0148663F3 | RH0148663F3RN | 2,779 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Unlimited guests) | RH0124094 | RH0124094RN | 1,625 | RH0124094F3 | RH0124094F3RN | 4,631 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Up to 1 guest) | RH0123387 | RH0123387RN | 400 | RH0123387F3 | RH0123387F3RN | 1,140 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Up to 4 guests) | RH0173587 | RH0173587RN | 600 | RH0173587F3 | RH0173587F3RN | 1,710 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Unlimited guests) | RH0109580 | RH0109580RN | 1,000 | RH0109580F3 | RH0109580F3RN | 2,850 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Up to 1 guest) | RH0135859 | RH0135859RN | 1,299 | RH0135859F3 | RH0135859F3RN | 3,702 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Up to 4 guests) | RH0191758 | RH0191758RN | 1,949 | RH0191758F3 | RH0191758F3RN | 5,555 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Unlimited guests) | RH0124987 | RH0124987RN | 3,249 | RH0124987F3 | RH0124987F3RN | 9,260 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Up to 1 guest) | RH0196391 | RH0196391RN | 799 | RH0196391F3 | RH0196391F3RN | 2,277 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Up to 4 guests) | RH0100968 | RH0100968RN | 1,199 | RH0100968F3 | RH0100968F3RN | 3,417 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Unlimited guests) | RH0191908 | RH0191908RN | 1,999 | RH0191908F3 | RH0191908F3RN | 5,697 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Up to 1 guest) | RH0175996 | RH0175996RN | 2,598 | RH0175996F3 | RH0175996F3RN | 7,404 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Up to 4 guests) | RH0132196 | RH0132196RN | 3,898 | RH0132196F3 | RH0132196F3RN | 11,109 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Unlimited guests) | RH0150798 | RH0150798RN | 6,498 | RH0150798F3 | RH0150798F3RN | 18,519 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Up to 1 guest) | RH0121157 | RH0121157RN | 1,598 | RH0121157F3 | RH0121157F3RN | 4,554 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Up to 4 guests) | RH0126381 | RH0126381RN | 2,398 | RH0126381F3 | RH0126381F3RN | 6,834 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Unlimited guests) | RH0188675 | RH0188675RN | 3,998 | RH0188675F3 | RH0188675F3RN | 11,394 |
| Red Hat Enterprise Linux Server (Disaster Recovery), Self-support (1-2 sockets) (Up to 1 guest) | RH0137873 | RH0137873RN | 175 | RH0137873F3 | RH0137873F3RN | 499 |
| Red Hat Enterprise Linux for IBM System z (Disaster Recovery), | | | | | | |

| Premium | RH0470148 | RH0470148RN | 9000 | RH0470148F3 | RH0470148F3RN | 25650 |
|--|----------------|-------------|-------|-------------|---------------|-------|
| Red Hat Enterprise Linux for IBM System z (Disaster Recovery), | DI 10 44 00 00 | DUGAAGGGDN | 7500 | DU04400050 | DU044000050DN | 04075 |
| Standard | RH0419992 | RH0419992RN | 7500 | RH0419992F3 | RH0419992F3RN | 21375 |
| High-Availability (1-2 sockets) | RH1145289 | RH1145289RN | 399 | RH1145289F3 | RH1145289F3RN | 1,137 |
| High-Availability (4 sockets) | RH1173900 | RH1173900RN | 798 | RH1173900F3 | RH1173900F3RN | 2,274 |
| High-Availability (8 sockets) | RH1149049 | RH1149049RN | 1,596 | RH1149049F3 | RH1149049F3RN | 4,549 |
| High-Availability (1 Virtual Machine up to 8 vCPUs) | RH1111255 | RH1111255RN | 399 | RH1111255F3 | RH1111255F3RN | 1,137 |
| High-Availability (1 Virtual Machine up to 16 vCPUs) | RH1192585 | RH1192585RN | 798 | RH1192585F3 | RH1192585F3RN | 2,274 |
| High-Availability (1 Virtual Machine up to 32 vCPUs) | RH1134556 | RH1134556RN | 1,596 | RH1134556F3 | RH1134556F3RN | 4,549 |
| Load Balancer (1-2 sockets) | RH1227988 | RH1227988RN | 199 | RH1227988F3 | RH1227988F3RN | 567 |
| Load Balancer (4 sockets) | RH1200185 | RH1200185RN | 398 | RH1200185F3 | RH1200185F3RN | 1,134 |
| Load Balancer (8 sockets) | RH1213377 | RH1213377RN | 796 | RH1213377F3 | RH1213377F3RN | 2,269 |
| Load Balancer (1 Virtual Machine up to 8 vCPUs) | RH1236422 | RH1236422RN | 199 | RH1236422F3 | RH1236422F3RN | 567 |
| Load Balancer (1 Virtual Machine up to 16 vCPUs) | RH1254868 | RH1254868RN | 398 | RH1254868F3 | RH1254868F3RN | 1,134 |
| Load Balancer (1 Virtual Machine up to 32 vCPUs) | RH1233335 | RH1233335RN | 796 | RH1233335F3 | RH1233335F3RN | 2,269 |
| Resilient Storage (1-2 sockets) | RH1387643 | RH1387643RN | 799 | RH1387643F3 | RH1387643F3RN | 2,277 |
| Resilient Storage (4 sockets) | RH1367869 | RH1367869RN | 1,598 | RH1367869F3 | RH1367869F3RN | 4,554 |
| Resilient Storage (8 sockets) | RH1316844 | RH1316844RN | 3,196 | RH1316844F3 | RH1316844F3RN | 9,109 |
| Resilient Storage (1 Virtual Machine up to 8 vCPUs) | RH1350153 | RH1350153RN | 799 | RH1350153F3 | RH1350153F3RN | 2,277 |
| Resilient Storage (1 Virtual Machine up to 16 vCPUs) | RH1355890 | RH1355890RN | 1,598 | RH1355890F3 | RH1355890F3RN | 4,554 |
| Resilient Storage (1 Virtual Machine up to 32 vCPUs) | RH1370284 | RH1370284RN | 3,196 | RH1370284F3 | RH1370284F3RN | 9,109 |
| Scalable File System (1-2 sockets) | RH1414165 | RH1414165RN | 199 | RH1414165F3 | RH1414165F3RN | 567 |
| Scalable File System (4 sockets) | RH1493836 | RH1493836RN | 398 | RH1493836F3 | RH1493836F3RN | 1,134 |
| Scalable File System (8 sockets) | RH1416373 | RH1416373RN | 796 | RH1416373F3 | RH1416373F3RN | 2,269 |
| Scalable File System (1 Virtual Machine up to 8 vCPUs) | RH1446595 | RH1446595RN | 199 | RH1446595F3 | RH1446595F3RN | 567 |
| Scalable File System (1 Virtual Machine up to 16 vCPUs) | RH1464554 | RH1464554RN | 398 | RH1464554F3 | RH1464554F3RN | 1,134 |
| Scalable File System (1 Virtual Machine up to 32 vCPUs) | RH1432652 | RH1432652RN | 796 | RH1432652F3 | RH1432652F3RN | 2,269 |
| Scalable File System for HPC Compute Node (1-2 sockets) | RH1985477 | RH1985477RN | 29 | RH1985477F3 | RH1985477F3RN | 83 |
| Scalable File System for HPC Compute Node (4 sockets) | RH1915257 | RH1915257RN | 58 | RH1915257F3 | RH1915257F3RN | 165 |
| Scalable File System for HPC Compute Node (8 sockets) | RH1986343 | RH1986343RN | 116 | RH1986343F3 | RH1986343F3RN | 331 |
| Smart Management (Up to 1 guest) | RH1596138 | RH1596138RN | 192 | RH1596138F3 | RH1596138F3RN | 547 |
| Smart Management (Up to 4 guests) | RH1583357 | RH1583357RN | 288 | RH1583357F3 | RH1583357F3RN | 821 |
| Smart Management (Unlimited guests) | RH1521643 | RH1521643RN | 576 | RH1521643F3 | RH1521643F3RN | 1,642 |
| RHN Monitoring (Up to 1 guest) | RH1569626 | RH1569626RN | 96 | RH1569626F3 | RH1569626F3RN | 274 |
| RHN Monitoring (Up to 4 guests) | RH1539802 | RH1539802RN | 144 | RH1539802F3 | RH1539802F3RN | 410 |
| RHN Monitoring (Unlimited guests) | RH1532041 | RH1532041RN | 288 | RH1532041F3 | RH1532041F3RN | 821 |
| Smart Management with RHN Monitoring (Up to 1 guest) | RH1519992 | RH1519992RN | 288 | RH1519992F3 | RH1519992F3RN | 821 |
| Smart Management with RHN Monitoring (Up to 4 guests) | RH1589135 | RH1589135RN | 432 | RH1589135F3 | RH1589135F3RN | 1,231 |
| Smart Management with RHN Monitoring (Unlimited guests) | RH1598614 | RH1598614RN | 864 | RH1598614F3 | RH1598614F3RN | 2,462 |
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| Creat Management / Indimited instance connect you ICL \ for IDM | | | | | | |
|--|-----------|-------------|---------|-------------|---------------|---------|
| Smart Management (Unlimited instance support per IFL) for IBM System z | RH1552955 | RH1552955RN | 2,000 | RH1552955F3 | RH1552955F3RN | 5,700 |
| RHN Monitoring (Unlimited instance support per IFL) for IBM System z | RH1551622 | RH1551622RN | 1,000 | RH1551622F3 | RH1551622F3RN | 2,850 |
| Smart Management with RHN Monitoring (Unlimited instance support per IFL) for IBM System z | RH1588330 | RH1588330RN | 3,000 | RH1588330F3 | RH1588330F3RN | 8,550 |
| Smart Management for Red Hat Enterprise Linux Server for HPC Compute Node (Up to 1 guest) | RH1549535 | RH1549535RN | 25 | RH1549535F3 | RH1549535F3RN | 71 |
| RHN Monitoring for Red Hat Enterprise Linux Server for HPC Compute Node (Up to 1 guest) | RH1554808 | RH1554808RN | 13 | RH1554808F3 | RH1554808F3RN | 37 |
| Smart Management with Monitoring for Red Hat Enterprise Linux Server for HPC Compute Node (Up to 1 guest) | RH1514118 | RH1514118RN | 38 | RH1514118F3 | RH1514118F3RN | 108 |
| Extended Update Support for Red Hat Enterprise Linux Server (1-2 sockets) | RH1792702 | RH1792702RN | 249 | RH1792702F3 | RH1792702F3RN | 710 |
| Extended Update Support for Red Hat Enterprise Linux Server (4 sockets) | RH1790090 | RH1790090RN | 498 | RH1790090F3 | RH1790090F3RN | 1,419 |
| Extended Update Support for Red Hat Enterprise Linux Server (8 sockets) | RH1710028 | RH1710028RN | 996 | RH1710028F3 | RH1710028F3RN | 2,839 |
| Extended Update Support for Red Hat Enterprise Linux Server (1 Virtual Machine up to 8 vCPUs) | RH1713720 | RH1713720RN | 249 | RH1713720F3 | RH1713720F3RN | 710 |
| Extended Update Support for Red Hat Enterprise Linux Server (1 Virtual Machine up to 16 vCPUs) | RH1705316 | RH1705316RN | 498 | RH1705316F3 | RH1705316F3RN | 1,419 |
| Extended Update Support for Red Hat Enterprise Linux Server (1 Virtual Machine up to 32 vCPUs) | RH1722882 | RH1722882RN | 996 | RH1722882F3 | RH1722882F3RN | 2,839 |
| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (1-2 sockets) | RH3511581 | RH3511581RN | 249 | RH3511581F3 | RH3511581F3RN | 710 |
| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (4 sockets) | RH3553740 | RH3553740RN | 498 | RH3553740F3 | RH3553740F3RN | 1,419 |
| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (8 sockets) | RH3546822 | RH3546822RN | 996 | RH3546822F3 | RH3546822F3RN | 2,839 |
| Extended Update Support for Red Hat Enterprise Linux for IBM System z | RH3651026 | RH3651026RN | 1000 | RH3651026F3 | RH3651026F3RN | 2,850 |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 1 guest) with Smart Management | RH0103678 | RH0103678RN | 1,491 | RH0103678F3 | RH0103678F3RN | 4,249 |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 4 guests) with Smart Management | RH0108596 | RH0108596RN | 2,237 | RH0108596F3 | RH0108596F3RN | 6,375 |
| Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Unlimited guests) with Smart Management | RH0149450 | RH0149450RN | 3,825 | RH0149450F3 | RH0149450F3RN | 10,901 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Up to 1 guest) with Smart Management | RH0103188 | RH0103188RN | 2,790 | RH0103188F3 | RH0103188F3RN | 7,952 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Up to 4 guests) with Smart Management | RH0165145 | RH0165145RN | 4,186 | RH0165145F3 | RH0165145F3RN | 11,930 |
| Red Hat Enterprise Linux Server, Premium (4 sockets) (Unlimited guests) with Smart Management | RH0176226 | RH0176226RN | 7,074 | RH0176226F3 | RH0176226F3RN | 20,161 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Up to 1 guest) with Smart Management | RH0170263 | RH0170263RN | 5,388 | RH0170263F3 | RH0170263F3RN | 15,356 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Up to 4 guests) with Smart Management | RH0114547 | RH0114547RN | 8,084 | RH0114547F3 | RH0114547F3RN | 23,039 |
| Red Hat Enterprise Linux Server, Premium (8 sockets) (Unlimited guests) with Smart Management | RH0172910 | RH0172910RN | 13,572 | RH0172910F3 | RH0172910F3RN | 38,680 |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 8 | RH0123643 | RH0123643RN | \$1,491 | RH0123643F3 | RH0123643F3RN | \$4,249 |

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|--|-----------|-------------|---------|-------------|---------------|----------|
| vCPUs) with Smart Management | | | | | | |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 16 vCPUs) with Smart Management | RH0173578 | RH0173578RN | \$2,790 | RH0173578F3 | RH0173578F3RN | \$7,952 |
| Red Hat Enterprise Linux Server, Premium (1 Virtual Machine up to 32 vCPUs) with Smart Management | RH0143874 | RH0143874RN | \$5,388 | RH0143874F3 | RH0143874F3RN | \$15,356 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Up to 1 guest) with Smart Management | RH0184831 | RH0184831RN | 991 | RH0184831F3 | RH0184831F3RN | 2,824 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Up to 4 guests) with Smart Management | RH0180191 | RH0180191RN | 1,487 | RH0180191F3 | RH0180191F3RN | 4,238 |
| Red Hat Enterprise Linux Server, Standard (1-2 sockets) (Unlimited guests) with Smart Management | RH0159981 | RH0159981RN | 2,575 | RH0159981F3 | RH0159981F3RN | 7,339 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Up to 1 guest) with Smart Management | RH0178397 | RH0178397RN | 1,790 | RH0178397F3 | RH0178397F3RN | 5,102 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Up to 4 guests) with Smart Management | RH0158630 | RH0158630RN | 2,686 | RH0158630F3 | RH0158630F3RN | 7,655 |
| Red Hat Enterprise Linux Server, Standard (4 sockets) (Unlimited guests) with Smart Management | RH0118943 | RH0118943RN | 4,574 | RH0118943F3 | RH0118943F3RN | 13,036 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Up to 1 guest) with Smart Management | RH0187056 | RH0187056RN | 3,388 | RH0187056F3 | RH0187056F3RN | 9,656 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Up to 4 guests) with Smart Management | RH0136145 | RH0136145RN | 5,084 | RH0136145F3 | RH0136145F3RN | 14,489 |
| Red Hat Enterprise Linux Server, Standard (8 sockets) (Unlimited guests) with Smart Management | RH0198682 | RH0198682RN | 8,572 | RH0198682F3 | RH0198682F3RN | 24,430 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 8 vCPUs) with Smart Management | RH0119749 | RH0119749RN | \$991 | RH0119749F3 | RH0119749F3RN | \$2,824 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 16 vCPUs) with Smart Management | RH0100721 | RH0100721RN | \$1,790 | RH0100721F3 | RH0100721F3RN | \$5,102 |
| Red Hat Enterprise Linux Server, Standard (1 Virtual Machine up to 32 vCPUs) with Smart Management | RH0135033 | RH0135033RN | \$3,388 | RH0135033F3 | RH0135033F3RN | \$9,656 |
| Red Hat Enterprise Linux Server, Self-support 1-2 sockets) (Up to 1 guest) with Smart Management | RH0126472 | RH0126472RN | 541 | RH0126472F3 | RH0126472F3RN | 1,542 |
| Red Hat Enterprise Linux for SAP applications Premium (1-2 sockets) (Up to 1 guest) with Smart Management | RH0228601 | RH0228601RN | 1,491 | RH0228601F3 | RH0228601F3RN | 4,249 |
| Red Hat Enterprise Linux for SAP applications Premium (1-2 sockets) (Up to 4 guests) with Smart Management | RH0242027 | RH0242027RN | 2,237 | RH0242027F3 | RH0242027F3RN | 6,375 |
| Red Hat Enterprise Linux for SAP applications, Premium (1-2 sockets) (Unlimited guests) with Smart Management | RH0232409 | RH0232409RN | 3,825 | RH0232409F3 | RH0232409F3RN | 10,901 |
| Red Hat Enterprise Linux for SAP applications Premium (4 sockets) (Up to 1 guest) with Smart Management | RH0292495 | RH0292495RN | 2,790 | RH0292495F3 | RH0292495F3RN | 7,952 |
| Red Hat Enterprise Linux for SAP applications Premium (4 sockets (Up to 4 guests) with Smart Management | RH0261369 | RH0261369RN | 4,186 | RH0261369F3 | RH0261369F3RN | 11,930 |
| Red Hat Enterprise Linux for SAP applications, Premium (4 sockets) (Unlimited guests) with Smart Management | RH0286853 | RH0286853RN | 7,074 | RH0286853F3 | RH0286853F3RN | 20,161 |
| Red Hat Enterprise Linux for SAP applications Premium (8 sockets) (Up to 1 guest) with Smart Management | RH0239761 | RH0239761RN | 5,388 | RH0239761F3 | RH0239761F3RN | 15,356 |
| Red Hat Enterprise Linux for SAP applications Premium (8 sockets) (Up to 4 guests) with Smart Management | RH0282798 | RH0282798RN | 8,084 | RH0282798F3 | RH0282798F3RN | 23,039 |
| Red Hat Enterprise Linux for SAP applications, Premium (8 sockets) (Unlimited guests) with Smart Management | RH0212420 | RH0212420RN | 13,572 | RH0212420F3 | RH0212420F3RN | 38,680 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (1-2 sockets)(Up to 1 guest) with Smart Management | RH0293539 | RH0293539RN | 991 | RH0293539F3 | RH0293539F3RN | 2,824 |

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|--|-----------|-------------|--------|-------------|---------------|--------|
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (1-2 sockets)(Up to 4 guests) with Smart Management | RH0203191 | RH0203191RN | 1,487 | RH0203191F3 | RH0203191F3RN | 4,238 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (1-2 sockets) (Unlimited guests) with Smart Management | RH0210997 | RH0210997RN | 2,575 | RH0210997F3 | RH0210997F3RN | 7,339 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (4 sockets)(Up to 1 guest) with Smart Management | RH0202641 | RH0202641RN | 1,790 | RH0202641F3 | RH0202641F3RN | 5,102 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (4 sockets)(Up to 4 guests) with Smart Management | RH0288150 | RH0288150RN | 2,686 | RH0288150F3 | RH0288150F3RN | 7,655 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (4 sockets) (Unlimited guests) with Smart Management | RH0231554 | RH0231554RN | 4,574 | RH0231554F3 | RH0231554F3RN | 13,036 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (8 sockets)(Up to 1 guest) with Smart Management | RH0240589 | RH0240589RN | 3,388 | RH0240589F3 | RH0240589F3RN | 9,656 |
| Red Hat Enterprise Linux for SAP applications (non-Production) Standard (8 sockets)(Up to 4 guests) with Smart Management | RH0219863 | RH0219863RN | 5,084 | RH0219863F3 | RH0219863F3RN | 14,489 |
| Red Hat Enterprise Linux for SAP applications (non-Production), Standard (8 sockets) (Unlimited guests) with Smart Management | RH0284724 | RH0284724RN | 8,572 | RH0284724F3 | RH0284724F3RN | 24,430 |
| Red Hat Enterprise Linux for IBM POWER, Premium (1-2 sockets) (Up to 15 LPARs) with Smart Management | RH0374352 | RH0374352RN | 4,876 | RH0374352F3 | RH0374352F3RN | 13,897 |
| Red Hat Enterprise Linux for IBM POWER, Premium (4 sockets)\A0 (Up to 30 LPARs) with Smart Management | RH0300770 | RH0300770RN | 9,176 | RH0300770F3 | RH0300770F3RN | 26,152 |
| Red Hat Enterprise Linux for IBM POWER, Premium (8 sockets) (Up to 60 LPARs) with Smart Management | RH0391772 | RH0391772RN | 17,776 | RH0391772F3 | RH0391772F3RN | 50,662 |
| Red Hat Enterprise Linux for IBM POWER, Premium (16 sockets) (Up to 120 LPARs) with Smart Management | RH0369694 | RH0369694RN | 34,976 | RH0369694F3 | RH0369694F3RN | 99,682 |
| Red Hat Enterprise Linux for IBM POWER, Standard (1-2 sockets) (Up to 15 LPARs) with Smart Management | RH0326831 | RH0326831RN | 3,276 | RH0326831F3 | RH0326831F3RN | 9,337 |
| Red Hat Enterprise Linux for IBM POWER, Standard (4 sockets)\A0 (Up to 30 LPARs) with Smart Management | RH0380468 | RH0380468RN | 5,976 | RH0380468F3 | RH0380468F3RN | 17,032 |
| Red Hat Enterprise Linux for IBM POWER, Standard (8 sockets) (Up to 60 LPARs) with Smart Management | RH0306051 | RH0306051RN | 11,376 | RH0306051F3 | RH0306051F3RN | 32,422 |
| Red Hat Enterprise Linux for IBM POWER, Standard (16 sockets) (Up to 120 LPARs) with Smart Management | RH0331565 | RH0331565RN | 22,176 | RH0331565F3 | RH0331565F3RN | 63,202 |
| Red Hat Enterprise Linux for IBM System z, Premium with Smart Management | RH0407062 | RH0407062RN | 20,000 | RH0407062F3 | RH0407062F3RN | 57,000 |
| Red Hat Enterprise Linux for IBM System z, Standard with Smart Management | RH0407774 | RH0407774RN | 17,000 | RH0407774F3 | RH0407774F3RN | 48,450 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (1-2 sockets) (Up to 1 guest) with Smart Management | RH0584599 | RH0584599RN | 2,790 | RH0584599F3 | RH0584599F3RN | 7,952 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (4 sockets) (Up to 1 guest) with Smart Management | RH0546946 | RH0546946RN | 5,388 | RH0546946F3 | RH0546946F3RN | 15,356 |
| Red Hat Enterprise Linux Server for HPC Head Node, Premium (8 sockets) (Up to 1 guest) with Smart Management | RH0551406 | RH0551406RN | 10,584 | RH0551406F3 | RH0551406F3RN | 30,164 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (1-2 sockets) (Up to 1 guest) with Smart Management | RH0574391 | RH0574391RN | 1,790 | RH0574391F3 | RH0574391F3RN | 5,102 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (4 sockets) (Up to 1 guest) with Smart Management | RH0570794 | RH0570794RN | 3,388 | RH0570794F3 | RH0570794F3RN | 9,656 |
| Red Hat Enterprise Linux Server for HPC Head Node, Standard (8 sockets) (Up to 1 guest) with Smart Management | RH0500915 | RH0500915RN | 6,584 | RH0500915F3 | RH0500915F3RN | 18,764 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self- support (1-2 sockets) (Up to 1 guest) with Smart Management | RH0612908 | RH0612908RN | 104 | RH0612908F3 | RH0612908F3RN | 296 |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self- | RH0610743 | RH0610743RN | 183 | RH0610743F3 | RH0610743F3RN | 522 |

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| support (4 sockets) (Up to 1 guest) with Smart Management | | | | | | |
| Red Hat Enterprise Linux Server for HPC Compute Node, Self- support (8 sockets) (Up to 1 guest) with Smart Management | RH0666304 | RH0666304RN | 341 | RH0666304F3 | RH0666304F3RN | 972 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Up to 1 guest) with Smart Management | RH0141911 | RH0141911RN | 746 | RH0141911F3 | RH0141911F3RN | 2,126 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Up to 4 guests) with Smart Management | RH0105535 | RH0105535RN | 1,119 | RH0105535F3 | RH0105535F3RN | 3,189 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (1-2 sockets) (Unlimited guests) with Smart Management | RH0110979 | RH0110979RN | 1,913 | RH0110979F3 | RH0110979F3RN | 5,452 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Up to 1 guest) with Smart Management | RH0194275 | RH0194275RN | 1,395 | RH0194275F3 | RH0194275F3RN | 3,976 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Up to 4 guests) with Smart Management | RH0166681 | RH0166681RN | 2,093 | RH0166681F3 | RH0166681F3RN | 5,965 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (4 sockets) (Unlimited guests) with Smart Management | RH0140053 | RH0140053RN | 3,537 | RH0140053F3 | RH0140053F3RN | 10,080 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Up to 1 guest) with Smart Management | RH0175227 | RH0175227RN | 2,694 | RH0175227F3 | RH0175227F3RN | 7,678 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Up to 4 guests) with Smart Management | RH0110055 | RH0110055RN | 4,042 | RH0110055F3 | RH0110055F3RN | 11,520 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Premium (8 sockets) (Unlimited guests) with Smart Management | RH0192988 | RH0192988RN | 6,786 | RH0192988F3 | RH0192988F3RN | 19,340 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Up to 1 guest) with Smart Management | RH0163448 | RH0163448RN | 496 | RH0163448F3 | RH0163448F3RN | 1,414 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Up to 4 guests) with Smart Management | RH0190766 | RH0190766RN | 744 | RH0190766F3 | RH0190766F3RN | 2,120 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (1-2 sockets) (Unlimited guests) with Smart Management | RH0153733 | RH0153733RN | 1,288 | RH0153733F3 | RH0153733F3RN | 3,671 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Up to 1 guest) with Smart Management | RH0114752 | RH0114752RN | 895 | RH0114752F3 | RH0114752F3RN | 2,551 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Up to 4 guests) with Smart Management | RH0104738 | RH0104738RN | 1,343 | RH0104738F3 | RH0104738F3RN | 3,828 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (4 sockets) (Unlimited guests) with Smart Management | RH0130734 | RH0130734RN | 2,287 | RH0130734F3 | RH0130734F3RN | 6,518 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Up to 1 guest) with Smart Management | RH0169500 | RH0169500RN | 1,694 | RH0169500F3 | RH0169500F3RN | 4,828 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Up to 4 guests) with Smart Management | RH0121437 | RH0121437RN | 2,542 | RH0121437F3 | RH0121437F3RN | 7,245 |
| Red Hat Enterprise Linux Server (Disaster Recovery) Standard (8 sockets) (Unlimited guests) with Smart Management | RH0119225 | RH0119225RN | 4,286 | RH0119225F3 | RH0119225F3RN | 12,215 |
| Red Hat Enterprise Linux Server (Disaster Recovery), Self-support (1-2 sockets) (Up to 1 guest) with Smart Management | RH0128188 | RH0128188RN | 271 | RH0128188F3 | RH0128188F3RN | 772 |
| Red Hat Enterprise Linux for IBM System z (Disaster Recovery), Premium with Smart Management | RH0493440 | RH0493440RN | 10000 | RH0493440F3 | RH0493440F3RN | 28500 |
| Red Hat Enterprise Linux for IBM System z (Disaster Recovery), Standard with Smart Management | RH0451216 | RH0451216RN | \$8,500 | RH0451216F3 | RH0451216F3RN | \$24,225 |
| Red Hat Enterprise Linux Developer Support, Professional | RH2282403 | RH2282403RN | \$5,000 | RH2282403F3 | RH2282403F3RN | \$14,250 |
| Red Hat Enterprise Linux Developer Support, Enterprise | RH2264664 | RH2264664RN | \$10,000 | RH2264664F3 | RH2264664F3RN | \$28,500 |
| Red Hat Enterprise Linux Developer Suite | RH2262474 | RH2262474RN | \$99 | RH2262474F3 | RH2262474F3RN | \$282 |
| Red Hat Enterprise Linux Developer Workstation, Professional | RH3482727 | RH3482727RN | \$299 | RH3482727F3 | RH3482727F3RN | \$852 |
| Red Hat Enterprise Linux Developer Workstation, Enterprise | RH3413336 | RH3413336RN | \$1,280 | | | |

| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (Disaster Recovery) (1-2 sockets) | RH3529306 | RH3529306RN | \$125 | RH3529306F3 | RH3529306F3RN | \$356 |
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| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (Disaster Recovery) (4 sockets) | RH3567966 | RH3567966RN | \$249 | RH3567966F3 | RH3567966F3RN | \$710 |
| Extended Update Support for Red Hat Enterprise Linux for IBM POWER (Disaster Recovery) (8 sockets) | RH3525730 | RH3525730RN | \$498 | RH3525730F3 | RH3525730F3RN | \$1,419 |
| Extended Update Support for Red Hat Enterprise Linux for IBM System z (Disaster Recovery) | RH3603682 | RH3603682RN | \$500 | RH3603682F3 | RH3603682F3RN | \$1,425 |
| High-Availability (Disaster Recovery) (1-2 sockets) | RH1113009 | RH1113009RN | \$200 | RH1113009F3 | RH1113009F3RN | \$570 |
| High-Availability (Disaster Recovery) (4 sockets) | RH1150740 | RH1150740RN | \$399 | RH1150740F3 | RH1150740F3RN | \$1,1375 |
| High-Availability (Disaster Recovery) (8 sockets) | RH1179692 | RH1179692RN | \$798 | RH1179692F3 | RH1179692F3RN | \$2,274 |
| Load Balancer (Disaster Recovery) (1-2 sockets) | RH1256552 | RH1256552RN | \$100 | RH1256552F3 | RH1256552F3RN | \$285 |
| Load Balancer (Disaster Recovery) (4 sockets) | RH1299620 | RH1299620RN | \$199 | RH1299620F3 | RH1299620F3RN | \$567 |
| Load Balancer (Disaster Recovery) (8 sockets) | RH1231162 | RH1231162RN | \$398 | RH1231162F3 | RH1231162F3RN | \$1,134 |
| Resilient Storage (Disaster Recovery) (1-2 sockets) | RH1346355 | RH1346355RN | \$400 | RH1346355F3 | RH1346355F3RN | \$1,140 |
| Resilient Storage (Disaster Recovery) (4 sockets) | RH1334279 | RH1334279RN | \$799 | RH1334279F3 | RH1334279F3RN | \$2,277 |
| Resilient Storage (Disaster Recovery) (8 sockets) | RH1341888 | RH1341888RN | \$1,598 | RH1341888F3 | RH1341888F3RN | \$4,554 |
| Scalable File System (Disaster Recovery) (1-2 sockets) | RH1497392 | RH1497392RN | \$100 | RH1497392F3 | RH1497392F3RN | \$285 |
| Scalable File System (Disaster Recovery) (4 sockets) | RH1401538 | RH1401538RN | \$199 | RH1401538F3 | RH1401538F3RN | \$567 |
| Scalable File System (Disaster Recovery) (8 sockets) | RH1477172 | RH1477172RN | \$398 | RH1477172F3 | RH1477172F3RN | \$1,134 |
| Smart Management (Up to 1 guest) (Disaster Recovery) | RH1515453 | RH1515453RN | \$96 | RH1515453F3 | RH1515453F3RN | \$274 |
| Smart Management (Up to 4 guests) (Disaster Recovery) | RH1506115 | RH1506115RN | \$144 | RH1506115F3 | RH1506115F3RN | \$410 |
| Smart Management (Unlimited guests) (Disaster Recovery) | RH1552292 | RH1552292RN | \$288 | RH1552292F3 | RH1552292F3RN | \$821 |
| Extended Update Support for Red Hat Enterprise Linux Server (Disaster Recovery) (1-2 sockets) | RH1788738 | RH1788738RN | \$125 | RH1788738F3 | RH1788738F3RN | \$356 |
| Extended Update Support for Red Hat Enterprise Linux Server (Disaster Recovery) (4 sockets) | RH1795836 | RH1795836RN | \$249 | RH1795836F3 | RH1795836F3RN | \$710 |
| Extended Update Support for Red Hat Enterprise Linux Server (Disaster Recovery) (8 sockets) | RH1788464 | RH1788464RN | \$498 | RH1788464F3 | RH1788464F3RN | \$1,419 |
| Red Hat Certificate System (Starter Pack) | MCT0840 | MCT0840RN | \$10,000 | MCT0840F3 | MCT0840F3RN | \$28,500 |
| Red Hat Certificate System | MCT0697 | MCT0697RN | \$6 | MCT0697F3 | MCT0697F3RN | \$17 |
| Red Hat Certificate System for Solaris (Starter Pack) | MCT0842 | MCT0842RN | \$10,000 | MCT0842F3 | MCT0842F3RN | \$28,500 |
| Red Hat Certificate System for Solaris | MCT0819 | MCT0819RN | \$6 | MCT0819F3 | MCT0819F3RN | \$17 |

RHEV

| RHEV | 1 Year | | | 3 Year | | | |
|--|-----------|-------------|---------|-------------|---------------|---------|--|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP | |
| Red Hat Enterprise Virtualization (2-sockets), Premium | RV0213787 | RV0213787RN | \$1,498 | RV0213787F3 | RV0213787F3RN | \$4,269 | |
| Red Hat Enterprise Virtualization (2-sockets), Standard | RV0236407 | RV0236407RN | \$998 | RV0236407F3 | RV0236407F3RN | \$2,844 | |
| Red Hat Enterprise Virtualization for IBM Power, Premium (1 Socket-Pair) | RH00308 | RH00308RN | \$1,498 | RH00308F3 | RH00308F3RN | \$4,269 | |

| Red Hat Enterprise Virtualization for IBM Power, Standard (1 Socket-Pair) | RH00309 | RH00309RN | \$998 | RH00309F3 | RH00309F3RN | \$2,844 |
|--|-----------|-------------|---------|-------------|---------------|----------|
| Red Hat Enterprise Virtualization for Disaster Recovery (2-sockets), Premium | RV0226880 | RV0226880RN | \$749 | RV0226880F3 | RV0226880F3RN | \$2,135 |
| Red Hat Enterprise Virtualization for Disaster Recovery (2-sockets), Standard | RV0235489 | RV0235489RN | \$499 | RV0235489F3 | RV0235489F3RN | \$1,422 |
| Red Hat Enterprise Linux with Smart Virtualization, Premium (2-sockets) | MCT2927 | MCT2927RN | \$3,499 | MCT2927F3 | MCT2927F3RN | \$9,972 |
| Red Hat Enterprise Linux with Smart Virtualization, Standard (2-sockets) | MCT2930 | MCT2930RN | \$2,699 | MCT2930F3 | MCT2930F3RN | \$7,692 |
| Red Hat Enterprise Linux with Smart Virtualization and Management, Premium (2-sockets) | MCT2989 | MCT2989RN | \$4,075 | MCT2989F3 | MCT2989F3RN | \$11,614 |
| Red Hat Enterprise Linux with Smart Virtualization and Management, Standard (2-sockets) | MCT2990 | MCT2990RN | \$3,275 | MCT2990F3 | MCT2990F3RN | \$9,334 |
| Red Hat Enterprise Linux with Smart Virtualization (Disaster Recovery), Standard (2-sockets) | MCT3021 | MCT3021RN | \$1,350 | MCT3021F3 | MCT3021F3RN | \$3,848 |
| Red Hat Enterprise Linux with Smart Virtualization (Disaster Recovery), Premium (2-sockets) | MCT3020 | MCT3020RN | \$1,750 | MCT3020F3 | MCT3020F3RN | \$4,988 |

MRG

| MRG | 1 Year | | | 3 Year | | | |
|---|-----------|-------------|---------|-------------|---------------|----------|--|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP | |
| Red Hat Enterprise MRG Realtime, Standard (1-2 sockets) | RH2985771 | RH2985771RN | \$1,549 | RH2985771F3 | RH2985771F3RN | \$4,415 | |
| Red Hat Enterprise MRG Realtime, Standard (4 sockets) | RH2993842 | RH2993842RN | \$3,098 | RH2993842F3 | RH2993842F3RN | \$8,829 | |
| Red Hat Enterprise MRG Realtime, Standard (8 sockets) | RH2946122 | RH2946122RN | \$6,196 | RH2946122F3 | RH2946122F3RN | \$17,659 | |
| Red Hat Enterprise MRG Realtime, Premium (1-2 sockets) | RH2951752 | RH2951752RN | \$2,199 | RH2951752F3 | RH2951752F3RN | \$6,267 | |
| Red Hat Enterprise MRG Realtime, Premium (4 sockets) | RH2985021 | RH2985021RN | \$4,398 | RH2985021F3 | RH2985021F3RN | \$12,534 | |
| Red Hat Enterprise MRG Realtime, Premium (8 sockets) | RH2968864 | RH2968864RN | \$8,796 | RH2968864F3 | RH2968864F3RN | \$25,069 | |
| Red Hat Enterprise MRG Grid Execute Node, Standard (1 socket) | MCT1695 | MCT1695RN | \$650 | MCT1695F3 | MCT1695F3RN | \$1,853 | |

RHN

| RHN | 1 Year | 1 Year | | 3 Years | | |
|--|---------|-----------|----------|-----------|-------------|----------|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP |
| Red Hat Satellite Capsule Server | MCT0369 | MCT0369RN | \$2,500 | MCT0369F3 | MCT0369F3RN | \$7,125 |
| Red Hat Satellite | MCT0370 | MCT0370RN | \$10,000 | MCT0370F3 | MCT0370F3RN | \$28,500 |
| Red Hat Satellite Starter Pack (manage up to 50 Registered RHEL Instances) | MCT1650 | MCT1650RN | \$4,999 | MCT1650F3 | MCT1650F3RN | \$14,247 |
| CloudForms (10-pack) | MCT2358 | | \$2,499 | | | |

Storage

| RHN | 1 Year | 3 Years |
|-----|--------|---------|
| | | |

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|---|-----------|-------------|-----------|-------------|---------------|-------------|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP |
| Red Hat Storage Server for On-premise, Premium (2 Nodes + 1 Node for quorum setup) | RS0143423 | RS0143423RN | \$15,000 | RS0143423F3 | RS01434233RN | \$42,750 |
| Red Hat Storage Server for On-premise, Premium (4 Nodes) | RS0191579 | RS0191579RN | \$28,500 | RS0191579F3 | RS0191579F3RN | \$81,225 |
| Red Hat Storage Server for On-premise, Premium (8 Nodes) | RS0161878 | RS0161878RN | \$54,000 | RS0161878F3 | RS01618783RN | \$153,900 |
| Red Hat Storage Server for On-premise, Premium (16 Nodes) | RS0137398 | RS0137398RN | \$102,000 | RS0137398F3 | RS01373983RN | \$290,700 |
| Red Hat Storage Server for On-premise, Premium (32 Nodes) | RS0122446 | RS0122446RN | \$192,000 | RS0122446F3 | RS0122446F3RN | \$547,200 |
| Red Hat Storage Server for On-premise, Premium (64 Nodes) | RS0145777 | RS0145777RN | \$360,000 | RS0145777F3 | RS0145777F3RN | \$1,026,000 |
| Red Hat Storage Server for On-premise, Standard (2 Nodes + 1 Node for quorum setup) | RS0116327 | RS0116327RN | \$10,000 | RS0116327F3 | RS0116327F3RN | \$28,500 |
| Red Hat Storage Server for On-premise, Standard (4 Nodes) | RS0124420 | RS0124420RN | \$19,000 | RS0124420F3 | RS0124420F3RN | \$54,150 |
| Red Hat Storage Server for On-premise, Standard (8 Nodes) | RS0184177 | RS0184177RN | \$36,000 | RS0184177F3 | RS0184177F3RN | \$102,600 |
| Red Hat Storage Server for On-premise, Standard (16 Nodes) | RS0180227 | RS0180227RN | \$68,000 | RS0180227F3 | RS0180227F3RN | \$193,800 |
| Red Hat Storage Server for On-premise, Standard (32 Nodes) | RS0148867 | RS0148867RN | \$128,000 | RS0148867F3 | RS0148867F3RN | \$364,800 |
| Red Hat Storage Server for On-premise, Standard (64 Nodes) | RS0174293 | RS0174293RN | \$240,000 | RS0174293F3 | RS0174293F3RN | \$684,000 |
| Red Hat Storage Server for On-premise, Standard (2 Node) Starter Pack | RS0116373 | RS0116373RN | \$5,000 | RS0116373F3 | RS0116373F3RN | \$14,250 |
| Red Hat Storage Server for On-premise, Premium (2 Node) Starter Pack | RS0107718 | RS0107718RN | \$7,500 | RS0107718F3 | RS0107718F3RN | \$21,375 |
| Red Hat Storage Server for Public Cloud, Premium (2 Nodes + 1 Node for quorum setup) | RS0263823 | RS0263823RN | \$15,000 | RS0263823F3 | RS0263823F3RN | \$42,750 |
| Red Hat Storage Server for Public Cloud, Premium (4 Nodes) | RS0254310 | RS0254310RN | \$28,500 | RS0254310F3 | RS0254310F3RN | \$81,225 |
| Red Hat Storage Server for Public Cloud, Premium (8 Nodes) | RS0224884 | RS0224884RN | \$54,000 | RS0224884F3 | RS0224884F3RN | \$153,900 |
| Red Hat Storage Server for Public Cloud, Premium (16 Nodes) | RS0289168 | RS0289168RN | \$102,000 | RS0289168F3 | RS0289168F3RN | \$290,700 |
| Red Hat Storage Server for Public Cloud, Premium (32 Nodes) | RS0217152 | RS0217152RN | \$192,000 | RS0217152F3 | RS0217152F3RN | \$547,200 |
| Red Hat Storage Server for Public Cloud, Premium (64 Nodes) | RS0259500 | RS0259500RN | \$360,000 | RS0259500F3 | RS0259500F3RN | \$1,026,000 |
| Red Hat Storage Server for Public Cloud, Standard (2 Nodes + 1 Node for quorum setup) | RS0271815 | RS0271815RN | \$10,000 | RS0271815F3 | RS0271815F3RN | \$28,500 |
| Red Hat Storage Server for Public Cloud, Standard (4 Nodes) | RS0281013 | RS0281013RN | \$19,000 | RS0281013F3 | RS0281013F3RN | \$54,150 |
| Red Hat Storage Server for Public Cloud, Standard (8 Nodes) | RS0209927 | RS0209927RN | \$36,000 | RS0209927F3 | RS0209927F3RN | \$102,600 |
| Red Hat Storage Server for Public Cloud, Standard (16 Nodes) | RS0238190 | RS0238190RN | \$68,000 | RS0238190F3 | RS0238190F3RN | \$193,800 |
| Red Hat Storage Server for Public Cloud, Standard (32 Nodes) | RS0266439 | RS0266439RN | \$128,000 | RS0266439F3 | RS0266439F3RN | \$364,800 |
| Red Hat Storage Server for Public Cloud, Standard (64 Nodes) | RS0271089 | RS0271089RN | \$240,000 | RS0271089F3 | RS0271089F3RN | \$684,000 |

Red Hat Directory Server

| Red Hat Directory Server | 1 Year | | 3 Years | | | |
|--|---------|-----------|----------|-----------|-------------|----------|
| Item Description | New | Renewal | MSRP | New | Renewal | MSRP |
| Red Hat Directory Server | MCT0696 | MCT0696RN | \$15,000 | MCT0696F3 | MCT0696F3RN | \$42,750 |
| Red Hat Directory Server (Replica) | MCT0826 | MCT0826RN | \$3,000 | MCT0826F3 | MCT0826F3RN | \$8,550 |
| Red Hat Directory Server Small Business Bundle | MCT0954 | MCT0954RN | \$5,000 | MCT0954F3 | MCT0954F3RN | \$14,250 |
| Red Hat Directory Server Small Business Bundle w/ Red Hat Enterprise Linux | MCT0955 | MCT0955RN | \$9,000 | MCT0955F3 | MCT0955F3RN | \$25,650 |

| Red Hat Directory Server for Solaris | MCT0818 | MCT0818RN | \$15,000 | MCT0818F3 | MCT0818F3RN | \$42,750 |
|--|---------|-----------|----------|-----------|-------------|----------|
| Red Hat Directory Server for Solaris (Replica) | MCT0824 | MCT0824RN | \$3,000 | MCT0824F3 | MCT0824F3RN | \$8,550 |

Media Kits

| Item Description | SKU | MSRP | |
|---|---------|------|--|
| Red Hat Enterprise Linux 7 for Servers (Media Kit Only) | RHF1034 | \$25 | |
| Red Hat Enterprise Linux 7 Desktop (Media Kit Only) | RHF1037 | \$25 | |
| Red Hat Enterprise Linux 7 Workstation (Media Kit Only) | RHF1038 | \$25 | |

Training

| Red Hat OpenStack Administration - Onsite Red Hat OpenStack Administration Virtual Training Red Hat OpenStack Administration with Expertise Exam Red Hat OpenStack Administration with Expertise Exam - Onsite | CL210 CL210OS CL210VT CL211 CL211OS CL216 | \$2,900 \$1,600 \$2,900 \$3,325 \$2,700 |
|--|---|---|
| Red Hat OpenStack Administration Virtual Training Red Hat OpenStack Administration with Expertise Exam Concept Hat OpenStack Administration with Expertise Exam - Onsite Concept Hat OpenStack Administration with Expertise Exam - Onsite | CL210VT CL211 CL211OS | \$2,900 \$3,325 |
| Red Hat OpenStack Administration with Expertise Exam Red Hat OpenStack Administration with Expertise Exam - Onsite Control of the Control o | CL211 CL211OS | \$3,325 |
| Red Hat OpenStack Administration with Expertise Exam - Onsite | CL211OS | |
| | | \$2.700 |
| Red Hat CloudForms Hybrid Cloud Administration | CL216 | ΨΖ,100 |
| | | \$1,450 |
| Red Hat CloudForms Hybrid Cloud Administration - Onsite | CL216OS | \$1,450 |
| Red Hat CloudForms Hybrid Cloud Operations | CL218 | \$1,450 |
| Red Hat CloudForms Hybrid Cloud Operations - Onsite | CL218OS | \$1,450 |
| Red Hat CloudForms Hybrid Cloud Management with Expertise Exam | CL221 | \$3,325 |
| Red Hat CloudForms Hybrid Cloud Management with Expertise Exam - Onsite | CL221OS | \$3,325 |
| OpenShift Enterprise Administration | CL280 | \$2,175 |
| OpenShift Enterprise Administration - Virtual Training | CL280VT | \$2,175 |
| OpenShift Enterprise Administration Onsite | CL280OS | \$2,175 |
| OpenShift Enterprise Administration with Exam | CL281 | \$2,636 |
| OpenShift Enterprise Administration with Exam - Onsite | CL281OS | \$2,636 |
| Neutron Networking with Red Hat Enterprise Linux OpenStack Platform | CL306 | \$1,450 |
| Neutron Networking with Red Hat Enterprise Linux OpenStack Platform - Virtual Training | CL306VT | \$1,450 |
| RabbitMQ Messaging with Red Hat Enterprise Linux OpenStack Platform | CL315 | \$1,450 |
| RabbitMQ Messaging with Red Hat Enterprise Linux OpenStack Platform Onsite | CL315OS | \$1,450 |
| RabbitMQ Messaging with Red Hat Enterprise Linux OpenStack Platform Virtual Training | CL315VT | \$1,450 |
| Apache Qpid Messaging with Red Hat Enterprise Linux Openstack Platform - Onsite | CL314OS | \$1,450 |
| High Availability with Red Hat Enterprise Linux OpenStack Platform | CL332 | \$1,450 |
| High Availability with Red Hat Enterprise Linux OpenStack Platform - Virtual Training | CL332VT | \$1,450 |
| OpenShift Enterprise Administration Online | CL280R | \$1,233 |
| Red Hat Cloud Architecture | CL350 | \$1,600 |

| Red Hat Linux Essentials | RH033 | \$2,398 |
|--|---------|---------|
| Red Hat System Administration I | RH124 | \$2,900 |
| Red Hat System Administration I (Remote Classroom) | RH124RC | \$2,900 |
| Red Hat System Administration I - Virtual Training | RH124VT | \$2,900 |
| Red Hat System Administration I Lab (RH124L) | RH124L | \$725 |
| Red Hat System Administration II | RH134 | \$2,900 |
| Red Hat System Administration II Lab (RH134L) | RH134L | \$725 |
| Red Hat System Administration II (Remote Classroom) | RH134RC | \$2,900 |
| Red Hat System Administration II - Virtual Training | RH134VT | \$2,900 |
| Bundle of RH134 Course & EX200 Exam | RH135 | \$3,135 |
| Linux Troubleshooting Techniques and Tools | RH142 | \$2,598 |
| RH200 without Exam | RH199 | \$3,200 |
| RHCSA Rapid Track Course (Remote Classroom) | RH199RC | \$3,200 |
| RHCSA Rapid Track Course - Virtual Training | RH199VT | \$2,600 |
| Fast Track RHCSA - Consolidated content of RH124 & RH134 + EX200 | RH200 | \$3,420 |
| Red Hat Trouble Shooting | RH242 | \$2,900 |
| Red Hat Networking & Security Admin | RH253 | \$2,498 |
| Red Hat System Administrator III | RH254 | \$2,900 |
| Red Hat System Administrator III (Remote Classroom) | RH254RC | \$2,900 |
| Red Hat System Administrator III - Virtual Training | RH254VT | \$2,900 |
| Red Hat System Administration III Lab (RH254L) | RH254L | \$725 |
| Bundle of RH254 & EX300 Exam | RH255 | \$3,515 |
| Red Hat Enterprise Linux for Solaris Administrators | RH290 | \$2,175 |
| RHCE Certification Lab | RH299 | \$3,200 |
| RHCE Certification Lab Remote Classroom | RH299RC | \$3,200 |
| RHCE Certification Lab Virtual Training | RH299VT | \$3,200 |
| Rapid Track Course class only | RH301 | \$2,498 |
| RHCE Certification Lab with RHCSA and RHCE Exams | RH300 | \$3,800 |
| Red Hat Enterprise Virtualization Exam | EX318 | \$600 |
| RHCE Program Exams | | |
| RHCSA Exam | RH200 | \$400 |
| RHCE Exam | RH300 | \$400 |
| RHCA Program | | |
| Red Hat Storage Server Administration | RH236 | \$1,600 |
| Red Hat Storage Server Administration Virtual | RH236VT | \$1,600 |
| Red Hat Storage Server Administration Virtual | RH236VT | \$1,600 |
| Red Hat Certificate of Expertise in Hybrid Cloud Storage Exam | EX236 | \$600 |
| Red Hat Certificate of Expertise in Hybrid Cloud Storage Exam Kiosk | EX236K | \$600 |
| Red Hat Certificate of Expertise in Hybrid Cloud Storage Exam Onsite | EX236OS | \$600 |
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| Red Hat Enterprise Virtualization | RH318 | \$3,200 |
| Red Hat Enterprise Virtualization with RHCVA Exam | RH319 | \$3,610 |
| Red Hat Enterprise Deployment, Virtualization, and Systems Management | RH401 | \$3,200 |
| Red Hat Enterprise Deployment and Systems Management with Expertise Exam | RH402 | \$3,610 |
| Red Hat Server Hardening | RH413 | \$3,200 |
| Red Hat Server Hardening - Virtual Training | RH413VT | \$3,200 |
| Red Hat Server Hardening - Onsite | RH413OS | \$3,200 |
| Red Hat Server Hardening with Expertise Exam | RH414 | \$3,610 |
| Red Hat Server Hardening with Expertise Exam - Onsite | RH4140S | \$3,500 |
| Enterprise Directory Services and Authentication | RH423 | \$3,200 |
| Enterprise Clustering and Storage Management | RH436 | \$3,200 |
| Red Hat Enterprise Clustering and Storage Management with Expertise Exam | RH437 | \$3,610 |
| Red Hat Enterprise Performance Tuning | RH442 | \$3,200 |
| Red Hat Enterprise Performance Tuning with Expertise Exam | RH443 | \$3,610 |
| RHCA Program Exams | | |
| RHCSA Exam (Kiosk) | EX200K | \$400 |
| Red Hat Certified System Administrator (RHCSA) Exam v6 Kiosk | EX200v6K | \$400 |
| Red Hat Certificate of Expertise in Infrastructure as a Service | EX210 | \$600 |
| Red Hat Certificate of Expertise in Infrastructure as a Service - Onsite | EX210OS | \$600 |
| Red Hat Certificate of Expertise in Hybrid Cloud Management | EX220 | \$600 |
| Red Hat Certificate of Expertise in Hybrid Cloud Management (Kiosk) | EX220K | \$600 |
| Red Hat Certified JBoss Developer Exam (RHCJD) | EX225 | \$400 |
| Red Hat Certified JBoss Developer Exam (RHCJD) (Kiosk) | EX225K | \$400 |
| JBCAA Exam | EX248 | \$400 |
| RHCE Exam (Kiosk) | EX300K | \$400 |
| Red Hat Certified Engineer (RHCE) Exam v6 Kiosk | EX300v6K | \$400 |
| Red Hat Enterprise Security: Network Services Exam Only | EX333 | \$600 |
| Red Hat Enterprise Security: Network Services Exam (Kiosk) | EX333K | \$600 |
| Enterprise Directory Services and Authentication Exam Only | EX401 | \$600 |
| Red Hat Certificate of Expertise in Server Hardening | EX413 | \$600 |
| Red Hat Certificate of Expertise in Server Hardening - Kiosk | EX413K | \$600 |
| Red Hat Certificate of Expertise in Server Hardening - Onsite | EX413OS | \$600 |
| Red Hat Certificate of Expertise in Camel Development | EX421 | \$400 |
| Red Hat Certificate of Expertise in Camel Development - Kiosk | EX421K | \$400 |
| Red Hat Certificate of Expertise in Camel Development - Onsite | EX421OS | \$400 |
| Red Hat Certificate of Expertise in Business Process Design | EX427 | \$400 |
| Red Hat Certificate of Expertise in Business Process Design - Kiosk | EX427K | \$400 |
| Red Hat Certificate of Expertise in Business Rules Development Exam | EX465 | \$400 |
| Red Hat Certificate of Expertise in Business Rules Development Exam (Kiosk) | EX465K | \$400 |
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| Red Hat Certificate of Expertise in Data Virtualization Exam | EX450 | \$400 |
| Red Hat Certificate of Expertise in Data Virtualization Exam (Kiosk) | EX450K | \$400 |
| Red Hat Certificate of Expertise in Data Virtualization Exam – Onsite | EX450OS | \$400 |
| Red Hat Enterprise Security: Deployment, Virtualization, and Systems Management Exam Only | EX423 | \$600 |
| Red Hat Enterprise Directory Services and Authentication Exam (Kiosk) | EX423K | \$600 |
| Red Hat Enterprise Directory Services and Authentication Exam - Onsite | EX423OS | \$600 |
| Red Hat Enterprise SELinux Policy Administration Exam (Kiosk) | EX429K | \$600 |
| Red Hat Enterprise SELinux Policy Administration Exam - Onsite | EX429OS | \$600 |
| Enterprise Clustering and Storage Management Exam Only | EX436 | \$600 |
| Red Hat Enterprise Clustering and Storage Management Exam (Kiosk) | EX436K | \$600 |
| Red Hat Enterprise Performance Tuning Expertise Exam Only | EX442 | \$600 |
| Red Hat Enterprise System Monitoring and Performance Tuning Exam (Kiosk) | EX442K | \$600 |
| Developer | | |
| Red Hat Enterprise Linux Development | RHD251 | \$4,000 |
| Red Hat Linux Kernel Internals | RHD361 | \$4,000 |
| Red Hat Linux Kernel Device Drivers | RHD362 | \$4,000 |
| Security | | |
| Red Hat Enterprise Security: Network Services | RHS333 | \$3,200 |
| Red Hat Enterprise Security: Network Services with Expertise Exam | RHS334 | \$3,610 |
| Red Hat Enterprise SELinux Policy Administration | RHS429 | \$3,200 |
| Red Hat Enterprise SELinux Policy Administration Exam | EX429 | \$600 |
| Red Hat Enterprise SELinux Policy Administration with Expertise Exam | RHS430 | \$3,610 |
| Applications | | |
| Red Hat Apache Web Server Administration | RH320 | \$2,398 |
| Red Hat Directory Server Administration | RH145 | \$2,398 |
| Red Hat Enterprise Directory Services and Authentication with Expertise Exam | RH424 | \$3,610 |
| JBoss | | |
| JBoss Enterprise Application Development for EAP6 | JB225 | \$2,900 |
| JBoss Enterprise Application Development with RHCJD Exam | JB226 | \$3,135 |
| JBoss Enterprise Application Development with RHCJD Exam Onsite | JB226OS | \$2,900 |
| JBoss Enterprise Application Development for EAP6 - Virtual Training | JB225VT | \$2,900 |
| JBoss Application Administration for EAP6 | JB248 | \$2,900 |
| JBoss Application Administration for EAP6 - Virtual Training | JB248VT | \$2,900 |
| JBoss Application Administration for EAP6 (Remote Classroom) | JB248RC | \$2,900 |
| Red Hat JBoss Application Administration I - Onsite | JB248OS | \$2,900 |
| Camel Development with Red Hat JBoss Fuse with Expertise Exam | JB422 | \$2,660 |
| Camel Development with Red Hat JBoss Fuse with Expertise Exam - Onsite | JB422OS | \$2,660 |
| JBoss Application Administration I ROLE (JB248R) | JB248R | \$2,465 |
| JBoss Application Administration I Lab (JB248L) | JB424L | \$725 |
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| Developing WorkFlow Applications with Red Hat JBoss BPM Suite | JB427 | \$1,600 |
| Developing WorkFlow Applications with Red Hat JBoss BPM Suite – Virtual Training | JB427VT | \$1,600 |
| Red Hat JBoss Data Virtualization Development | JB450 | \$2,400 |
| Red Hat JBoss Data Virtualization Development â€" Virtual Training | JB450VT | \$2,400 |
| Red Hat JBoss Data Virtualization Development â€" Onsite | JB450OS | \$2,400 |
| Red Hat JBoss Data Virtualization Development with Expertise Exam | JB451 | \$2,660 |
| Red Hat JBoss Data Virtualization Development with Expertise Exam – Onsite | JB451OS | \$2,660 |
| JBoss Application Administration I with RHCJA Exam (EX248) | JB249 | \$3,135 |
| JBoss Enterprise Application Development | JB295 | \$2,900 |
| JBoss Development: Persistence with Hibernate | JB297 | \$2,900 |
| Certificate of Expertise in Persistence (EX297) | EX297 | \$400 |
| JBoss Development: Persistence with Hibernate and Expertise Exam (EX297) | JB298 | \$3,135 |
| JB321 JBoss Portal | JB321 | \$3,000 |
| Advanced JBoss Enterprise Development | JB325 | \$3,200 |
| JBoss Application Administration | JB336 | \$2,700 |
| Advanced JBoss Administration | JB346 | \$2,250 |
| JBoss Application Administration II | JB348 | \$3,200 |
| JBoss Application Administration II - Virtual Training | JB348VT | \$3,200 |
| Camel Development with Red Hat JBoss Fuse (JB421) | JB421 | \$2,400 |
| Camel Development with Red Hat JBoss Fuse (JB421) - Virtual Training | JB421VT | \$2,400 |
| Camel Development with Red Hat JBoss Fuse (JB421) - Onsite | JB421OS | \$2,400 |
| Learning Services Group B: Virtual Training Price List | | |
| Red Hat Linux Essentials | RH190 | \$2,400 |
| Red Hat Command Line Skills - Virtual Training | RH190VT | \$2,400 |
| Red Hat Linux Essentials | RH033VT | \$2,498 |
| Red Hat Linux System Administration class only | RH131VT | \$2,598 |
| Linux Troubleshooting Techniques and Tools | RH142VT | \$2,498 |
| RHCSA Rapid Track Course | RH199VT | \$3,200 |
| Red Hat Trouble Shooting - Virtual Training | RH242VT | \$2,900 |
| Red Hat Networking & Security Admin | RH253VT | \$2,698 |
| Red Hat Enterprise Linux for Solaris Administrators | RH290VT | \$2,175 |
| Advanced JBoss Administration (Virtual Training) | RH346VT | \$2,000 |
| Enterprise Directory Services and Authentication | RH423VT | \$2,898 |
| Enterprise Performance Tuning and System Monitoring | RH442VT | \$2,598 |
| Red Hat Enterprise Security: Network Services | RHS333VT | \$2,498 |
| JBoss Enterprise Application Development | JB295VT | \$2,900 |
| JBoss Development: Persistence with Hibernate - Virtual Training | JB297VT | \$2,900 |
| JBoss Enterprise Portal Application | JB321VT | \$3,000 |
| Advanced JBoss Enterprise Development | JB325VT | \$3,200 |
| | | |

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|--|----------|------------|
| JBoss Application Administration | JB336VT | \$2,700 |
| Advanced JBoss Administration | JB346VT | \$2,250 |
| Learning Services Group C: Training Unit Price List | | |
| Training Units: Quantity of 1 | | \$300 |
| Training Units Ten Pack (Quantity of 10) | | \$3,000 |
| On-Site Training | | |
| Red Hat Command Line Administration - Onsite | RH190OS | \$2,400.00 |
| Red Hat System Administration II - Onsite | RH134OS | \$2,700.00 |
| Red Hat System Administration II - with RHCSA Exam - Onsite | RH135OS | \$2,900.00 |
| Red Hat Linux Troubleshooting - Onsite | RH242OS | \$2,700.00 |
| Red Hat System Administration III - Onsite | RH254OS | \$2,900.00 |
| Red Hat System Administration III - with RHCSA and RHCE Exams - Onsite | RH255OS | \$3,100.00 |
| Red Hat Enterprise Linux for Solaris Administrators - Onsirte | RH290OS | \$2,175.00 |
| RHCSA Rapid Track Course - Onsite | RH199OS | \$3,200.00 |
| RHCSA Rapid Track Course - with RHCSA Exam - Onsite | RH200OS | \$3,400.00 |
| RHCE Certification Lab Onsite | RH299OS | \$3,200.00 |
| RHCE Certification Lab with RHCSA and RHCE Exams Onsite | RH300OS | \$3,800.00 |
| RHCSA Exam - Onsite | EX200OS | \$400.00 |
| RHCE Exam - Onsite | EX300OS | \$400.00 |
| Red Hat Enterprise Virtualization - Onsite | RH318OS | \$3,200.00 |
| Red Hat Enterprise Virtualization - ith RHCVA Exam - Onsite | RH319OS | \$3,500.00 |
| Red Hat Enterprise Security: Network Services - Onsite | RHS333OS | \$3,200.00 |
| Red Hat Enterprise Security: Network Services -with Expertise Exam - Onsite | RHS334OS | \$3,500.00 |
| Red Hat Enterprise Directory Services and Authentication - Onsite | RH423OS | \$3,200.00 |
| Red Hat Enterprise Directory Services and Authentication -with Expertise Exam - Onsite | RH424OS | \$3,500.00 |
| Red Hat Enterprise SELinux Policy Administration - Onsite | RHS429OS | \$3,200.00 |
| Red Hat Enterprise SELinux Policy Administration - with Expertise Exam - Onsite | RHS430OS | \$3,500.00 |
| Red Hat Enterprise Performance Tuning - Onsite | RH442OS | \$3,200.00 |
| Red Hat Enterprise Performance Tuning - with Expertise Exam - Onsite | RH443OS | \$3,500.00 |
| Red Hat Enterprise Linux Development - Onsite | RHD251OS | \$4,000.00 |
| Red Hat Enterprise Linux Kernel Internals - Onsite | RHD361OS | \$4,000.00 |
| Red Hat Enterprise Linux Kernel Device Drivers - Onsite | RHD362OS | \$4,000.00 |
| Red Hat Enterprise Deployment and Systems Management - Onsite | RH401OS | \$3,200.00 |
| Red Hat Enterprise Deployment and Systems Management - with Expertise Exam - Onsite | RH402OS | \$3,500 |
| System Management with Red Hat Satellite 6 | RH403 | \$2,400 |
| System Management with Red Hat Satellite 6 - Onsite | RH403OS | \$2,400 |
| System Management with Red Hat Satellite 6 - Virtual Training | RH403VT | \$2,400 |
| Red Hat Enterprise Clustering and Storage Management - Onsite | RH436OS | \$3,200 |
| Red Hat Enterprise Clustering and Storage Management -with Expertise Exam - Onsite | RH437OS | \$3,500 |
| | | |

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|---|---------|----------|
| Red Hat Cloud Architecture - Onsite | CL350OS | \$1,600 |
| Deploying Systems in Cloud Environments | CL260 | \$3,200 |
| Red Hat Certified JBoss Developer Exam (RHCJD) Onsite | EX225OS | \$400 |
| Red Hat Enterprise Virtualization - Onsite | EX318OS | \$600 |
| Red Hat Enterprise Security: Network Services - Onsite | EX333OS | \$600 |
| Red Hat Enterprise Directory Services and Authentication - Onsite | EX423OS | \$600 |
| Red Hat Enterprise SELinux Policy Administration - Onsite | EX429OS | \$600 |
| Red Hat Enterprise System Monitoring and Performance Tuning - Onsite | EX442OS | \$600 |
| Red Hat Enterprise Deployment and Systems Management - Onsite | EX401OS | \$600 |
| Red Hat Enterprise Clustering and Storage Management - Onsite | EX436OS | \$600 |
| JBoss Application Administration - Onsite | JB336OS | \$2,700 |
| JBoss Application Administration - ith JBCAA Exam - Onsite | JB337OS | \$2,900 |
| JBoss Enterprise Application Development | JB295OS | \$2,700 |
| JBoss Development: Persistence with Hibernate - Onsite | JB297OS | \$2,025 |
| JBoss Development: Persistence with Hibernate and Expertise Exam - Onsite (EX297) | JB298OS | \$2,225 |
| JBoss Monitoring with JON | JB232 | \$725 |
| JBoss Monitoring with JON - Onsite | JB232OS | \$675 |
| JBoss System Management with JON - Onsite | JB234OS | \$2,025 |
| Advanced JBoss Enterprise Development - Onsite | JB325OS | \$3,000 |
| JBoss Seam Application Development - Onsite | JB311OS | \$3,000 |
| JBoss Seam Application Development -with JBCD-Seam Exam - Onsite | JB312OS | \$3,200 |
| JBoss Enterprise Portal Application - Onsite | JB321OS | \$3,000 |
| Advanced JBoss Administration - Onsite | JB346OS | \$2,250 |
| JBoss SOA: ESB Service Implementation -with JBCD-ESB Exam - Onsite | JB432OS | \$1,700 |
| Fuse ESB with Mediation Router Virtual (JB435VT) | JB435VT | \$1,600 |
| Enterprise Service Bus Deployment with Red Hat JBoss Fuse | JB435 | \$1,600 |
| Fuse ESB with Mediation Router Onsite (JB435OS) | JB435OS | \$995 |
| Fuse Message Broker Virtual (JB437VT) | JB437VT | \$1,600 |
| Fuse Message Broker | JB437 | \$1,600 |
| Fuse Message Broker Onsite (JB437OS) | JB437OS | \$995 |
| JBoss Certified Application Administrator (JBCAA) Exam - Onsite | EX336OS | \$400 |
| Certificate of Expertise in Persistence (EX297) - Onsite | EX297OS | \$400 |
| JBCD-Seam Exam - Onsite | EX311OS | \$400 |
| JBCD-ESB Exam - Onsite | EX431OS | \$400 |
| ROLE | | |
| Red Hat System Administration I Online | RH124R | \$2,465 |
| Red Hat System Administration II Online | RH134R | \$2,465 |
| Red Hat System Administration III Online | RH254R | \$2,465 |
| RHCSA Rapid Track Course Online | RH199R | \$2,720 |
| | | |

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| Red Hat Server Hardening Role | RH413R | \$2,720 |
| System Management with Red Hat Satellite 6 ROLE | RH403R | \$2,040 |
| RHCE Certification Lab Online | RH299R | \$2,720 |
| Red Hat Enterprise Performance Tuning Online | RH442R | \$2,720 |
| Camel Development with Red Hat JBoss Fuse ROLE | JB421R | \$2,040 |
| Red Hat JBoss Data Services Administration Online ROLE | JB426R | \$2,040 |
| Enterprise Service Bus Deployment with Red Hat JBoss Fuse ROLE | JB435R | \$1,360 |
| Red Hat CloudForms Hybrid Cloud Management Online | CL220R | \$680 |
| Red Hat JBoss Enterprise Application Development II | JB325R | \$2,720 |
| OpenShift Enterprise Application Development | CL275R | \$1,450 |
| Authoring Rules with Red Hat JBoss BRMS | JB461R | \$1,600 |
| Implementing Red Hat JBoss BRMS | JB465R | \$2,720 |
| Developing WorkFlow Applications with Red Hat JBoss BPM Suite | JB427R | \$1,360 |
| Red Hat JBoss Data Services Administration Online | JB450R | \$2,040 |
| Neutron Networking with Red Hat Enterprise Linux OpenStack Platform Online | CL306R | \$1,233 |
| RabbitMQ Messaging with Red Hat Enterprise Linux OpenStack Platform Online | CL315R | \$1,233 |
| High Availability with Red Hat Enterprise Linux OpenStack Platform Online | CL332R | \$1,233 |
| TAM | | |
| Cloud Technical Account Management Services | MCT2687 | \$95,000 |
| Storage Technical Account Management services | MCT2688 | \$95,000 |
| Platform Technical Account Management Services | SVADD001 | \$95,000 |
| JBoss Technical Account Management Services | MCT1350 | \$95,000 |
| TAM Extension - SAP | MCT2858 | \$35,000 |

Training Units

| sкu | Description | List Price |
|-----------|-------------------|------------|
| MCT0115US | 10 Training Units | \$3,000 |
| MCT0032US | 1 Training Unit | \$300 |

Consulting Units

| Item Description | SKU | MSRP |
|---|-----------|--------|
| Global Professional Services Consulting Units for RHEL/Platform Services (100 minimum purchase) | CU-GPS-RH | \$100 |
| Global Professional Services Consulting Units for Middleware (100 minimum purchase) | CU-GPS-MW | \$100 |
| Global Professional Services for Consulting Units Travel and Expenses | CU-GPS-TE | \$2500 |

JBoss SKUs

Discontinued SKUs

- → Red Hat Enterprise Linux discontinued SKUs
- → JBoss discontinued SKUs (pdf)

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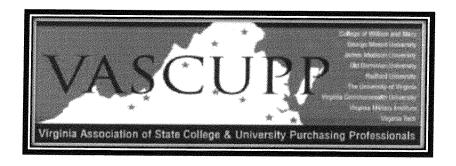
Attachment B

Contractor Proposal dated January 23, 2015



PROCUREMENT AND CONTRACTS
P.O. BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142

INVITATION FOR BID # R15-053 RED HAT SOFTWARE AND SERVICES



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



IFB # R15-053

INVITATION FOR BID IFB # R15-053

| ISSUE DATE: Ja | nuary 12, 2015 | | |
|---|--|--|--|
| TITLE: R | ed Hat Software and Services | | |
| Pr D. Pc | ADFORD UNIVERSITY rocurement and Contracts avid E. Armstrong Complex, 501 Stockton St. ost Office Box 6885 adford, VA 24142-6885 | | |
| | adford University, Radford, VA. | | |
| | ate of award through April 30, 2018 with five (5) one-year renewal otions | | |
| BI | nuary 23, 2015 up to and including 3:00 PM Eastern Time DS RECEIVED AFTER THE DUE DATE AND TIME CANNOT BE CEPTED. | | |
| Qι du | Email all inquiries for information to: Kevin McDowell Questions may be submitted up to four (4) days before due date. IFB Addenda with questions and answers will be published on eVA. | | |
| MAILED, SEND DIRECTLY TO RADFORD UNIVERSITY, 24142. IF BIDS ARE HAND DELIVERED OR SENT BY COLE. Armstrong Complex, 501 Stockton St., Radford, VA 24 | conditions imposed therein, the undersigned offers and agrees to furnish | | |
| Legal Name and Address of Firm (Type or Print) | | | |
| DLT Solutions LLC | Date: 1/19/15 | | |
| 13861 Sunrise Valley Drive | Signature: | | |
| Suite 400 | Print Name: Jim Propps | | |
| Herndon, VA 20172 | Title: Director | | |
| FEI/FIN/SS No.: | Telephone: 703-708-9617 | | |
| eVA Vendor ID or DUNS No.: eVA Vendor ID: C17614 | Fax: Email: jason.quinn@dlt.com | | |
| Check all that apply: Corporation Partnership Woman-Owned Minority-Owned Small Business and Supplier Div. (www.sbsd.virginia.gov) for additions Note: This public body does not discriminate against factors | siness ersity (DSBSD) Certification No and Expiration Date: | | |
| against a bidder or offeror because of race, religion, colorstate law relating to discrimination in employment | or, sex, national origin, age, disability, or any other basis prohibited by | | |

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IFB R15-053 Red Hat Enterprise Software and Services

- I. **PURPOSE:** The intent and purpose of this Invitation for Bid (IFB) is to solicit bids from qualified sources to establish a term contract with one qualified contractor to provide Red Hat Software and Services as outlined herein, to Radford University, (hereinafter referred to as the "RU" or "the University"), an agency of the Commonwealth of Virginia
- II. **BACKGROUND:** Founded in 1910 as an all-women's college, Radford University became co-educational in 1972 and was granted university status by the Virginia General Assembly in 1979. Today, the University is a flourishing coeducational, comprehensive public university that is student centered and focused on providing outstanding academic programs to approximately 10,000 students. The University offers excellent educational opportunities to students from all geographic regions of the Commonwealth as well as nationally and internationally. Because of its unique mid-size, the University provides students a winning combination of broad opportunities associated with a large university and highly personalized interactions considered the hallmark of a small institution. Through its six academic colleges, the University offers degree programs at the bachelors, masters, and doctorate levels. Further information about the university can be found at the following website: http://www.radford.edu
- III. **ISSUING OFFICE**: This IFB is issued by Radford University's Procurement and Contracts Department. The Procurement and Contracts Department is the sole point of contact for the purpose of this IFB, resulting bids, and any resulting contract(s), unless otherwise stated herein.
- IV. **ADDENDUMS**: Any changes to the IFB document will be issued in the form of a written addendum and will be posted on the eVA website www.eva.virginia.gov as well as the Public Posting Board located in the Procurement and Contracts Department in the David E. Armstrong complex at Radford University. It is the sole responsibility of the Bidder to check the eVA web page for all changes to the IFB prior to bid submission. Failure to do so may cause your bid to be determined not responsive.
- V. **CONTRACT PARTICIPATION**: (Cooperative Contract) 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 https://vascupp.org/rules.pdf), 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) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semiannual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University 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. Please contact the buyer for additional information.

VI. **STATEMENT OF NEEDS**

A. Radford University (RU) is seeking the services of an experienced authorized reseller of Red Hat to provide Red Hat Software and Services as outlined herein.

- B. Qualifications All bidders MUST be experienced Red Hat resellers authorized directly by Red Hat.
- C. **References** All bids MUST include references on Attachment E Bidder Data Sheet. RU reserves the right to confirm and consider references as demonstration of qualifications.
- VII. **PRICING**: See Attachment F Pricing Table

VIII. BID PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

- 1) <u>Sealed IFB Responses</u>: In order to be considered for selection, the bidder shall submit a complete response to this IFB. Bids are to be submitted in a sealed envelope to the Issuing Agency address specified on Page Two. The bid envelope must contain:
 - One (1) complete signed (ink signature) paper bid
 - One (1) complete signed bid on a USB drive with content exactly matching the paper bid
 - One (1) FOIA bid on a USB drive with content exactly matching the paper bid, except with confidential text blacked out

No other distribution of the Bid shall be made by the Bidder.

- 2) <u>Contact:</u> Bidders are to limit all contact, whether verbal or written, pertaining to this IFB to the Radford University Procurement Office for the duration of this IFB process. Failure to do so may jeopardize further consideration of bidder's Bid.
- 3) Ownership: Ownership of all data, materials and documentation originated and prepared for the State pursuant to the IFB shall belong exclusively to Radford University and be <u>subject to public inspection</u> in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the *Code of Virginia*, in writing either before or at the time the data or other material is submitted. The outside of the bid must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the bidder's Bid; 2) specifically identify the applicable portions of the bid that contains data or materials to be protected (e.g., Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e., words, figures or paragraphs) that contain proprietary or trade secret material must be identified on the applicable page(s) within the bidder's Bid, by some distinct method, such as highlighting, underlining, etc. The classification of an entire IFB document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the Bid.
- 4) <u>Legal Agreement</u>: Unless noted in the Bid, a signed and submitted bid certifies that the firm's principals or legal counsel has reviewed the IFB General Terms and Conditions and Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm's entire bid prior to submission to the Agency.

B. Specific Bid Requirements:

- 1) <u>Complete and Sign</u>: The return of the completed IFB inside cover sheet (See Page 2) and addenda acknowledgements, if any, signed, and filled out as required.
- 2) <u>References</u>: Provide references from at least four entities where contractor has provided similar services and sign. See Attachment E

- 3) Bid Price: Provide percentage off MSRP for line items as detailed in Attachment F.
- 4) <u>Identification on Bid Envelope</u>: The bid submission should be returned in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

| RADFORD UNIVERSITY | SEALED INVITATION FOR BID # R15-053 |
|----------------------|-------------------------------------|
| DUE DATE AND TIME: _ | FROM: |

IX. INVOICING AND PAYMENT: The Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number. Payment will be made thirty days after receipt of proper invoice for the amount of payment due, or thirty days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY ACCOUNTS PAYABLE POST OFFICE BOX 6906 RADFORD, VA 24142-6906 Email: acctspayable@radford.edu

X. **ATTACHMENTS**

Attachments A-D: Informational and Compliance

- A Sample Contract
- B General Terms and Conditions
- C Special Terms and Conditions
- D IT Special Terms and Conditions

Attachments E-G: To be completed and submitted by Bidder

- E Bidder Data Sheet
- F Pricing Table
- G MSRP Red Hat Manufacturer's Suggested Retail Price

IFB R15-053 Attachment A – Sample Contract

THIS PAGE FOR REFERENCE ONLY-DO NOT COMPLETE

RADFORD UNIVERSITY COMMONWEALTH OF VIRGINIA STANDARD CONTRACT FORM

| This contract entered into this day of Virginia, Radford University , called the "Purc | by, hereinafter called the "Contractor" and Commonwealth of chasing Agency." |
|--|--|
| WITNESSETH that the Contractor and agreements contained, agree as follows: | d the Purchasing Agency, in consideration of the mutual covenants, promises and |
| SCOPE OF CONTRACT : The Contract Contract Documents. | or shall provide the goods/services to the Purchasing Agency as set forth in the |
| PERIOD OF PERFORMANCE: From _ | through |
| The Contract Documents shall consist of: | |
| This signed form; Attachment A - Invitation for Bid (IFB) |) R dated and any addendums; Bidders Response dated |
| All of which documents are incorporated h | nerein. |
| IN WITNESS WHEREOF, the parties ha | ive caused this Contract to be duly executed intending to be bound thereby. |
| CONTRACTOR: | PURCHASING AGENCY: RADFORD UNIVERSITY |
| Print Name: | Print Name: |
| Title: | Title: |
| Signature: | Signature: |
| Date: | Date: |
| | |
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| | |
| | |
| IFB # R15-053 | |
| $\frac{1}{2(2\pi - 3)!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!$ | Page 7 |

IFB R15-053 Attachment B - General Terms and Conditions

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY

Note: For service contracts clauses, W, Y, and Z are normally not applicable and may be omitted. For goods contracts, omit clause P.

A. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 9 & 10 of the Governing Rules. 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. (Governing Rules, §35).

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 provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and 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.
- C. ANNOUNCEMENT OF AWARD: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, the Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) and the Procurement and Contracts Public Posting Board for a minimum of ten (10) days.
- D. <u>APPLICABLE LAWS AND COURTS</u>: 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 (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

- H. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - The parties may agree to modify the terms, conditions, or scope of the contract. Any additional goods or services to be
 provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or
 service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify Radford University of the adjustment to be sought, and before proceeding to comply with the notice, shall await the University's decision affirming, modifying, or revoking the prior written notice. If Radford University decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University 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 in 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 fails 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 clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. 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.
- I. <u>CLARIFICATION OF TERMS</u>: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation by the designated time indicated. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/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.
- K. **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.
- L. 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 manufacturer, sale, distribution, dispensation, possession, or use of 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 prohibitions: (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, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- N. <u>eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS</u>: 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 by completing the free eVA Vendor Registration. 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.

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

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

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.

You are required to register through the eVA website at (www.eva.virginia.gov). Click on the "Vendor" tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

- O. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By submitting their (bids/proposals), (bidders/offerors) 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.
- P. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance 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 § 25 of the Governing Rules. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage's 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 COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 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 number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability \$ 100,000.
- Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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 name as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

| Professional Service | <u>Limits</u> |
|---|--|
| Accounting Architecture Asbestos, Design, Inspection or Abatement Contrac | \$1,000,000 per occurrence, \$3,000,000 aggregate \$2,000,000 per occurrence, \$6,000,000 aggregate |
| , 0, , | \$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)

\$1,725,000 per occurrence, \$3,000,000 aggregate NOTE: Limits increase each July 1 through fiscal year 2031, as follows:

July 1, 2013 - \$2,100,000

July 1, 2014 - \$2,150,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate

Professional Service Limits

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

*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED. Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply. When not soliciting any of the professions/services in the bid/offer they will not apply to the solicitation.

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

- 1. (For Invitation for Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection for the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 3. (For Request for Proposals): 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.
- R. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, 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 form 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.

S. PAYMENT:

1. Prime Contractor:

 a. Invoices for items ordered, delivered and accepted shall be submitted directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.
 Radford University's payment address is as follows:

> RADFORD UNIVERSITY ATTN: ACCOUNTS PAYABLE PO BOX 6906 RADFORD, VA. 24142

Email: acctspayable@radford.edu

- 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 and services provided under this contract or purchase order, that are to be paid 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 (Governing Rule §53.)

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 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 record for work performed by the subcontractor(s) under the contract; or
 - 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 prohibited under the terms of the contract) on all amounts owed by 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 substantial 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 accessed in lieu of withholding such payment.
- T. PRECEDENCE OF TERMS: The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS. APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICHS 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.
- U. <u>PURCHASING MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office and may also be viewed at https://vascupp.org.
- V. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offerors) physical facilities prior to award to satisfy questions regarding the (bidder/offerors) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.
- W. <u>TAXES</u>: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption 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 number is 54-73-0076K.
- X. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
- Y. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrants 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.
- Z. <u>USE OF BRAND NAMES</u>: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type character of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

IFB R15-053 Attachment C - Special Terms and Conditions

Special Terms and Conditions

- 1. <u>ADDITIONAL INFORMATION:</u> Radford University reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid and to submit additional information which the University deems desirable.
- 2. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- 3. <u>ADVERTISING</u>: 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 Radford University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the contractor shall not include Radford University in any client list in advertising and promotional materials.
- 4. <u>ASSIGNMENT OF CONTRACT</u>: The contractor cannot assign a contract in whole or in part without the prior written consent of the University.
- 5. <u>AUDIT</u>: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 6. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock 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 shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by 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 fails to remain in compliance with the provisions of this section.
- 7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
- 8. AWARD: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Radford University reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- 9. <u>AWARD</u>: The Commonwealth will make the award(s) on total sum basis to the lowest responsive and responsible bidder. The Procurement and Contracts 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.
- 10. <u>BID ACCEPTANCE PERIOD</u>: Any bid in response to this solicitation shall be valid for a period of sixty (60) days. At the end of the sixty (60) days the bid may be withdraw at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- 11. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.
- 12. CANCELLATION OF CONTRACT: Radford University 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 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 contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13. CONTINUITY OF SERVICES:

- **A.** The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University 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 University 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 University Contract 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 Office, 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 Contractor 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.
- 14. <u>CONTRACT ADMINISTRATION</u>: Radford University assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators <u>do not</u> have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be named upon contract award.
- 15. <u>CONTRACTOR PERSONNEL</u>: All employees of the contractor shall comply with the rules and regulations of the University and shall maintain proper conduct. In the event the University finds, at is sole discretion, that an employee of the contractor is objectionable to the University that employee shall be removed by the contractor from the University grounds and shall not again be employed by the contractor on University grounds until approved by the University.
- **16.** <u>DELIVERY</u>: State your earliest <u>firm</u> delivery or performance date: _______, 20___. This date may be a factor in making the award.

17. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order. Vendor transaction fees are determined by the date the original purchase order is issues.

- a. For orders issued July 1, 2014, 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.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eva.virginia.gov.

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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.

- **18. EXTRA CHARGES NOT ALLOWED**: The bid price shall be for complete installation ready for the University's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 19. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's 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.
- 20. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified per the IFB. This envelope should be addressed as direct on the Invitation for Bids Face Sheet of this solicitation. If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.
- 21. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- 22. INTELLECTUAL PROPERTY: The provisions of Sections 23-4.3, 23-4.4, and 23-9.10:4 of the Code of Virginia pertaining to the creation of intellectual property by employees of the University are hereby incorporated by reference. Additionally, the University's Intellectual Property Policy is hereby incorporated by reference. In the event intellectual property is created through the efforts of the contractor and the University or its employees in which the University claims a proprietary interest, the parties may, subject to the provisions of Virginia law and the University's intellectual property policy, enter into an agreement for the commercial sale or licensing of such property to potential users.
- 23. LATE BIDS: It is the bidder's sole responsibility to ensure bids are received by the due date and time indicated on the face sheet of the bid document. The official time used to record receipt of bids is the time posted on the electronic date/time stamp machine located in the Procurement and Contracts Department in the David E. Armstrong Complex at Radford University. Bids received after the date and time designated on the bid document are automatically disqualified and will not be considered. Disqualified bids are returned to the bidder unopened. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the internal university mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Procurement and Contracts office by the designated date and hour. Bid receipts and openings scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
- 24. MAINTENANCE RENEWAL: Maintenance under this contract shall be renewed at the option of Radford University. Should Radford University exercise this option, a written notification will be issued to the contractor for each twelve (12) month period that the maintenance services are required after the initial one year period.

- 25. MANUFACTURE'S ACKNOWLEDGEMENT: Contractor shall submit a manufacturer's acknowledgement within fourteen (14) days from the date the purchase order was issued verifying that the order has been received by the manufacturer. The acknowledgement shall show that items have been ordered as specified, and the expected delivery date is the same as the purchase order. Contractors who do not submit the acknowledgement within the specified time frame may be considered to be in default. If a contractor encounters a problem with submitting the manufacturer's acknowledgement, they shall notify Radford University's Office of Procurement and Contracts with the earliest firm date that acknowledgement shall be received. Upon notification, if it is found to be in the best interest of the University, an extension may be approved. If the new date is not approved or met, the contractor may be placed in immediate default.
- 26. PROMPT PAYMENT DISCOUNTS: Radford University will pay within thirty (30) days after acceptance. A prompt payment discount offered for prompt payment of twenty (20) calendar days or longer will be calculated in determining net low bid.
- 27. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this contract, 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 contract.
 - A. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - **B.** 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;
 - **C.** nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - **D.** 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 of 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*.

All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration (https://www.section508.gov/). The requirements of this paragraph along with the Non-Visual Access to Technology clause 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.

28. <u>PRODUCT INFORMATION</u>: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable

the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

- 29. PRODUCT AVAILABILTIY / SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The University may, at is discretion, require the contractor to provide a substitute item of equivalent or better quality/subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes available to the contractor.
- **30. REFERENCES**: Bidder shall provide a list of at least four (4) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

(Attach Form # C029 Vendor Data Sheet and reference as an Attachment.)

- 31. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth for (one year) (____ successive one year periods) under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
 - A. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-W> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - **B.** If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-W> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

*Note: Follow these directions to locate the most recent percentage of increase/decrease:

| Steps | Directions | | | | |
|---|--|--|--|--|--|
| Go to: www.bls.gov/cpi | Bureau of Labor Statistics website | | | | |
| Under "Browse CPI" go to: CPI Databases | | | | | |
| Under "Database Name" go to: | All Urban Consumers (Current Series) Consumer Price | | | | |
| | Index – CPI-U | | | | |
| Under "One Screen-Green Icon" go to: | One Screen Data Search | | | | |
| Under Item #1 Selection Area | Click on "On Screen-Data Search" | | | | |
| Under Item #2 Select One or More Items | Whatever you referred to in the renewal clause must be | | | | |
| Use the "US City Average" | | | | | |
| Under Item #3 | Always select not seasonally adjusted. | | | | |
| Seasonably or Not Seasonably *Note: Seasonally adjusted figures are for (5) years | | | | | |
| | Seasonally adjusted figures are for (1) year. | | | | |
| Select | GET DATA | | | | |
| A table will populate. | Click "MORE FOMRATTING OPTIONS" | | | | |
| A table will populate. | Use the most recent figure available. | | | | |

32. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-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 DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Businesses, a Women-Owned Business or a Minority-Owned Businesses unless certified as such by the Department of Small Business and

Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If a 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 DSBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, minority-owned), and type of product/service provided. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.

- B. Each prime contractor who wins an award in which the provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142. 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 DSBSD certification number of FEIN 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 with every request for payment, information on use of subcontractors that are not DSBSD-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, FEIN number, total dollar amount subcontracted, and type of product or service provided. This information shall be submitted to: Radford University Procurement and Contracts Office, ATTN: SWAM Subcontracting Compliance, Post Office Box 6885, Radford, Virginia 24142.
 (Buyers should be sure to attach form S001 as Attachment to any solicitation where these Special Terms and Conditions are used. This is required in solicitations where the value is over \$100,000 or where a small business subcontracting plan is a condition of award (i.e. RFP's as there are 20 points assigned to this criterion or IFB's with a potential value of \$100,000 or greater)
- **33. SPECIAL DISCOUNTS**: The contractor shall extend any special educational or promotional sale prices or discount immediately to the University during the term of the contract. Such notices shall also advise the duration of the specific sale or discount price.
- 34. TRADE SECRETS/PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction are not subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure a bidder or contractor must invoke the protection of § 2.2-4318 of the Code of Virginia, in writing either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reason 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 secrets or proprietary information. The classification of an entire bid document, line items prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.
- 35. VIRGINIA FREEDOM OF INFORMATION ACT: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

IFB R15-053 Attachment D - IT Special Terms and Conditions

Special Terms and Conditions Information Technology

- 1. <u>TITLE:</u> Clear and unrestricted title for any item of equipment purchased under this purchase order shall pass to the Commonwealth of Virginia whenever acceptance is provided by the state in accordance with date of acceptance.
- **DATE OF ACCEPTANCE:** The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation, the state shall be given fifteen (15) days to test the equipment, software or service provided under this purchase order.

3. <u>CERTIFICATION TESTING PERIOD:</u>

A. Systems: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The thirty (30) day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

4. **CONFIDENTIALITY:**

- A. (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 § 2.2-4342 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.
- B. (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.

5. <u>DEFINITION:</u>

- A. <u>Equipment</u>: 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.
- **B.** <u>Software</u>: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

- 6. 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 in-operability. 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 (2) days following the request for replacement.
- 7. <u>LATEST SOFTWARE VERSION</u>: 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.
- 8. LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the Code of Virginia.
- 9. MAINTENANCE: Upon expiration of the specified warranty period and at the Commonwealth's option, the contractor shall provide up to any contracted additional one-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 30 days prior to expiration of the existing maintenance period.
- 10. <u>NEW PRODUCTS:</u> Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- 11. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- **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.
- **QUALIFIED REPAIR PESONNEL:** 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.
- 14. 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 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.

- 15. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional as contracted one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior years contract price(s), increased or decreased by more than the percentage increase or decrease in the urban U.S. city average services category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- 19. <u>SERVICE REPORTS</u>: 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.
- **SOFTWARE UPGRADES:** The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- 21. <u>SOFTWARE DISPOSITION</u>: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.
- 22. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- 24. THIRD PARTY ACQUISITON OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contracts terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- 25. <u>TITLE TO SOFTWARE</u>: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- 26. 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.

- WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of six (6) months from the date of acceptance. During the warranty period, the contractor shall provide _ hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within 48 hours of initial notification.
- YEAR 2000 COMPLIANT (ENABLEMENT WARRANTY): The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

IFB R15-053 Attachment E – Bidder Data Sheet

Attachment D is to be completed and submitted by the Bidder as part of a complete Bid.

*Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

| Qualifica | tions: | | | | | |
|------------------------------------|--|--|---|--|--|--|
| The Bidd | er must have the cap | ability and capacity in all respects t | o satisfy fully all of the contractual requirements. | | | |
| Vendor's | Primary Contact fo | r this IFB: | | | | |
| NAME: | Jason Quinn | Quinn TITLE: Sr. Sales Representativ | | | | |
| PHONE: | 703-708-9617 | EMAIL: jas | on.quinn@dlt.com | | | |
| Indicate t | Business: he length of time the detailed in this IFB: | Offeror's company has been in bus | siness providing the type of good or service to the type of | | | |
| YEARS: | 24 | MONTHS: | 5 | | | |
| that your name, add implemen | company is servicing lress and telephone n tation, training, and s | , has serviced, or has provided simi | r recent accounts (educational, commercial or governmental) lar goods/services. Include the length of service and the Contact should be knowledgeable about the design, ded to the referenced company. | | | |
| 1) Comp | any: | | Contact Name and Title: | | | |
| Clemson U | niversity | | Jimmy Holiday | | | |
| Phone: (8 | 64) 656-3709 | | Email: day@clemson.edu | | | |
| Fax: (|) | | | | | |
| Project: R | ted Hat Linux Site Subsci | iption | | | | |
| Dates of S | ervice: | | \$ Value: | | | |
| May 2006 | 3 - Present | | Cannot disclose specific dollar amount | | | |
| 2) Compa | any: University of Notr | e Dame | Contact Name and Title: Mary Toll | | | |
| Phone: (⁵⁷ | ⁽⁴) ⁶³¹⁻⁵⁵⁵⁷ | TV-Control of the Control of the Con | Email: mtoll@nd.edu | | | |
| Fax: (|) | | | | | |
| Project: | Red Hat Linux Site Subsc | ription | | | | |
| Dates of Se | ervice: | | \$ Value: | | | |
| | 006 - Present | | Cannot disclose specific dollar amount | | | |
| | | | | | | |

| 3) Company: | Contact Name and Title: | | | |
|---|---|--|--|--|
| College of William and Mary | Phil Fenstermacher | | | |
| Phone: (757) 221-3112 | Email: pcfens@wm.edu | | | |
| Fax: () | | | | |
| Project: Red Hat Linux Site Subscription | | | | |
| Dates of Service: | \$ Value: | | | |
| October 2012 - Present | Cannot disclose specific dollar amount | | | |
| 4) Company: | Contact Name and Title: | | | |
| University of Maryland | Emery Rudolph | | | |
| Phone: (301) 405-9379 | Email: erudolph@umd.edu | | | |
| Fax: () | | | | |
| Project: Red Hat Linux Site Subscription | | | | |
| Dates of Service: | \$ Value: | | | |
| February 2012 - Present | Cannot disclose specific dollar amount | | | |
| LOST ACCOUNTS: If you have lost accounts in the past (12) twel why. | ve months please indicate below providing the reasons as to | | | |
| 5) Company: | Contact Name and Title: | | | |
| N/A | | | | |
| Phone: () | Email: | | | |
| Fax: () | | | | |
| Project: | | | | |
| Dates of Service: | \$ Value: | | | |
| | | | | |
| 6) Company: N/A | Contact Name and Title: | | | |
| Phone: () | Email: | | | |
| Fax: () | | | | |
| Project: | | | | |
| Dates of Service: | ¢ Value | | | |
| Dates of set vice. | \$ Value: | | | |
| | | | | |

IFB R15-053 - Attachment F - Pricing Table

Attachment F is to be completed, signed, and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services as specified in this document. Bids for goods shall be listed as a percentage off the Manufacture Suggested Retail Price (MSRP), which is included as Attachment G. Bid Line Items below match the major categories in the MSRP – Attachment G.

URL for Non-Site Subscriptions: https://www.redhat.com/f/html/partners us skulist.html#rhn

Orders: Radford University (RU) does not guarantee the purchase of any Line Items listed below. Orders are authorized only through the issuance of an official agency Purchase Order.

Bid Evaluation: For the purpose of evaluating bid pricing, calculations will be based on Percentage off MSRP – One Year for Line Items 1-4 below using the RU FTE and quantities listed below.

| Item | Category | Description | Quantity | |
|------|---|--|-----------|--|
| 1 | Site Subscription Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC), Self-support with Smart Management (Unlimited RHEL for enterprise) (minimum 1,000 FTE) | | 1,354 FTE | |
| 2 | RHN | Red Hat Satellite (Academic Edition) (Management tool for RHEL) | 1 ea | |
| 3 | RHEL | Red Hat Enterprise Linux Extended Life Cycle (Ability to update old RHEL Servers) | 15 ea | |
| 4 | RHEL | Red Hat Enterprise Linux Server, Premium (1-2 sockets) (Up to 1 guest) (RHEL with Premium support) | 3 ea | |

Notes for Line Item 1 above:

- Faculty and Staff Full Time Equivalent (FTE)
 - FTE = ((Full-Time Faculty + Part-Time Faculty) / 3) + ((Full-Time Staff + Part-Time Staff) / 2)
- Notes: Total FTE is rounded up to next whole unit.
- All employees who work more than 200 hours per annum must be included in the FTE count.

Period of Performance (PoP): Bids should be based on a twelve (12) month term. However, in order to synchronize the period of performance for some line items, orders may be issued for periods greater than or less than twelve months. By entering your bid below you confirm that the Percentage off MSRP will apply for any period of performance.

Tiered Pricing: If order volume has an impact on bid pricing for any Line Items below, please provide tiered pricing for those Line Items. Any resulting contract is intended for cooperative use, so many different sized agencies may place orders.

| Item | Category of Goods/Services | Unit | Percentage off MSRP - One Year | Percentage off MSRP- Three Years |
|------|---|------|--------------------------------|----------------------------------|
| 1 | Site Subscription (Price Red Hat Satellite separately as part of RHN) | FTE | 1.13% (MSRP \$15) | 3-year pricing not available |
| 2 | RHEL 2014 | ea | 21.7% | 21.7% |
| 3 | RHEL | ea | 21.7% | 21.7% |
| 4 | RHEV | ea | 20% | 20% |
| 5 | MRG | ea | 20% | 20% |
| 6 | RHN | ea | 1.13% (MSRP \$7,500) | 3-year pricing not available |
| 7 | STORAGE RHN | ea | 20% | 20% |
| 8 | RED HAT DIRECTORY SERVER | ea | 20% | 20% |
| 9 | MEDIA KITS | ea | 20% | 3-year pricing not available |
| 10 | TRAINING | ea | 20% | 3-year pricing not available |

| 11 | TRAINING UNITS | ea | 10% | 10% |
|----|------------------|----|---|--------------------|
| 12 | CONSULTING UNITS | ea | No MSRP available, pricing subj to Red Hat | No MSRP available, |

| Delivery Date: (ARO) | Prompt Payment Discount Terms: | | |
|---|--|--|--|
| Does your firm accept VISA? ☑ Yes ☐ No | Are you registered in the Commonwealth of Virginia's EVA (Electronic Procurement System): Yes DINo If yes, provide EVA Vendor ID or DUNS Number: C17614 | | |
| Are you certified as a ☐ Small ☐ Woman-Owned or ☐ Minority-Owned Business with the Virginia Department of Small Business and Supplier Diversity (DSBSD), previously DMBE? | Bidders Signature: | | |
| Phone No: 703-708-9617 | Email: jason.quinn@dlt.com | | |

Note: Prices are fixed for the base term of three years with potential negotiated adjustments at contract renewal limited to the CPI-W Index published by the Bureau of Labor Statistics for the then most recent twelve month period.

IFB R15-053 - Attachment G - MSRP - Red Hat Manufacturer's Suggested Price List

The following pages contain MSRP for Site Subscription (no URL available) and MSRP for other Red Hat offering (URL is: https://www.redhat.com/f/html/partners-us-skulist.html#rhn)

How do I calculate licensing fees based on FTE units?

Pricing is based on the number of FTE (Full-Time Equivalent) units that are being covered. FTEs are calculated as follows:

- · All full-time faculty and staff are considered one unit
- · Part-time staff are considered a half of a unit
- Part-time faculty are considered a third of a unit

Formula:

Faculty and Staff FTE = Full-Time Faculty + Part-Time Faculty / 3 + Full-Time Staff + Part-Time Staff / 2

For example, if you have 2,000 full-time faculty, 1,500 part-time faculty, 1,000 full-time staff, and 500 part-time staff. The FTE count is calculated as follows:

$$2,000 + (1500 \div 3) + 1,000 + (500 \div 2) = 3,750$$
 FTEs

If the total FTE count ends with a fractional component, then the total number of FTEs is rounded to the next unit. This means that 2,500 1/2 FTE units would round to 2501 units for contract purposes. All employees who work more than 200 hours per annum must be included in the FTE count.

Is there a minimum requirement to participate in the Campus Wide Site Subscription Program? Yes. The minimum FTE requirement is 1,000.

Do I have to subscribe for my entire institution?

Yes. The program benefit is to subscribe for the entire institution.

What are the various offerings that are included in the program?

| | | SOCKETS | SUPPORT LEVEL | VIRTUAL GUESTS | SMART MANAGEMENT | |
|--|------------|---------|------------------|-------------------|---------------------|--|
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Self-support with Smart Management per FTE | \$15 / FTE | 16 | Self-support | 20 | Included | |
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Standard (Up to 5 Contacts) with Smart Management per FTE | \$25 / FTE | 16 | Standard | 20 | Included | |
| Red Hat Enterprise Linux Academic Site Subscription (Server, Desktop, Workstation, POWER, HPC, Developer Toolset), Premium (Up to 5 Contacts) with Smart Management per FTE | \$40 / FTE | 16 | Premium | 20 | Included | |
| High-Availability (Academic Site Subscription) per FTE | \$5 / FTE | 16 | Inherited | 20 | N/A | |
| Load Balancer (Academic Site Subscription) per FTE | \$3 / FTE | 16 | Inherited | 20 | N/A | |
| Resillent Storage (Academic Site Subscription) per FTE | \$10/FTE | 16 | Inherited | 20 | N/A | |
| Scalable File System (Academic Site Subscription) per FTE | \$3 / FTE | 16 | Inherited | 20 | N/A | |

NOTE: Customers are required to purchase a Satellite as part of the site subscription program.