REQUEST FOR PROPOSALS

RFP#214-03-Books

Issue Date: March 21, 2003
Title: Firm Ordered Library Monographs
Commodity Code: 91856
Issuing Agency: Commonwealth of Virginia
Longwood University
Materiel Management Office, Bristow #218
Farmville, Virginia 23909-1896

Using Agency And/Or Location Where Work Will Be Performed:
Longwood University Library
Redford & Race Streets
Farmville, Virginia 23909-1896


Sealed Proposals Will be Received Until 2:00 p.m. May 5, 2003 Time and Date For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: James E. Simpson, Director Materiel Management, Phone:(434)395-2093.

IF PROPOSALS ARE TO BE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

<table>
<thead>
<tr>
<th>Building</th>
<th>Room #</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bristow</td>
<td>#218</td>
<td>Corner Redford and Main Streets</td>
</tr>
</tbody>
</table>

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

Name and Address of Firm: __________________________ Date: __________________________
__________________________________________ By: __________________________ (Signature in Ink)
 ________________________________________ Name: __________________________ (Please Type or Print)
__________________________________________ Title: __________________________
__________________________________________ Telephone No:(____) __________________________
__________________________________________ Fax No:(____) __________________________

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

The Longwood University Library serves the 160+ faculty and 3,900+ students of Longwood University, a state supported, four-year liberal arts university. The library has a collection of over 304,000 volumes and 1,167 print journal subscriptions. The library materials budget for FY 2002/03 is $594,784.

**NOTE TO OFFERORS:** This Request for Proposals is based upon the Virginia model for Requests for Proposals for library materials. All section and subsection numbering follows that model. If a sub-section number is not applicable to this RFP, this is noted as “Section Not Applicable” or “Section Number Reserved.” Note also that sub-section numbers that do not appear in the Virginia model may be included in this RFP.

2. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is for the Longwood University Library, Longwood University, (hereafter: the institution) to enter into a contract for a period specified below (section 11, Special Conditions) with one or more qualified offerors to provide services for the acquisition of firm orders. Unless otherwise stated, this RFP applies to all formats of materials. Print material may be cloth bound, paper bound, or prebound by the offeror. This RFP is not intended to cover services for the acquisition of material through an Approval Plan.

Included for coverage in this RFP are the following types of publications: trade, scholarly, university press, personal author, private corporations, government/nonprofit agency, museums and galleries, small press, and society/association. Materials to be acquired under this contract will be commercially available monographs published, produced or distributed in the United States.

Based upon the review of the proposals, and of the results of the negotiations, two or more contracts may be awarded.

3. **BACKGROUND**

For fiscal year 2002/03 the library materials budget was allocated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Periodicals and Microforms</td>
<td>$165,316</td>
<td>27.80%</td>
</tr>
<tr>
<td>Standing Orders</td>
<td>$45,937</td>
<td>7.72%</td>
</tr>
<tr>
<td>Firm-Ordered Monographs/Audio Visuals</td>
<td>$270,682</td>
<td>45.51%</td>
</tr>
<tr>
<td>Databases</td>
<td>$78,072</td>
<td>13.13%</td>
</tr>
<tr>
<td>Other Materials Expenses</td>
<td>$34,777</td>
<td>5.84%</td>
</tr>
</tbody>
</table>
These dollar amounts and percentages are likely to change during the course of the intended contract, and the institution reserves the right to increase or decrease the amount as actual needs and funding determine.

Longwood University Library utilizes Innovative Interfaces’ Millennium library system. Offeror shall be able to interface with the Millennium system.

4. **SCOPE OF WORK**

This Request for Proposals (RFP) will deal only with the purchase of firm ordered monographs.

4.1 RFP Format: The format of this RFP is in accordance with the model Commonwealth of Virginia RFP’s for materials. Where a section number of the model does not apply, that section is included but is labeled “Section Not Applicable” or “Section Number Reserved.”

4.2 Format of Response. Contractors are required to provide specific responses to each of the mandatory and desirable requirements enumerated below. All responses must be numbered according to the numbering scheme provided below, with each response given with its appropriate number. Attachments should be numbered in the upper right corner with the requirement number to which the attachment applies. Any references to attachments (brochures, samples, etc.) Must give the specific page number(s) of a multipage attachment where the response to the specific requirement is given (e.g., 4.2.4: see pages 19-21 of the brochure “Discount Rates.”) Responses that fail to follow this format may be considered nonresponsive.

4.3 Length of Contract. It is the intention of the institution to enter into a contract for a maximum term of 24 months. (See “Special Terms and Conditions” section E re: cancellation and section F re: extension of contract)

5. **MANDATORY REQUIREMENTS**

Mandatory provisions are included so that all offeror proposals will be uniform. The institution encourages any offeror that believes that a mandatory provision is unreasonable to contact the institution before proposals are due, so amendments to the RFP can be considered.

Each proposal received shall be deemed to include the offeror’s agreement to the following provisions:

a. The proposal constitutes an offer by the offeror that shall remain open and irrevocable for a period of 90 days from the deadline for submitting proposals.

b. If the offeror is selected, the provisions governing the contractor’s performance will include all of the provisions established in sections 4, 5 and 6 of this RFP.

5.1 Longevity. The contractor must have been actively engaged in the business of providing firm
order monographic materials to academic libraries for a minimum of ten years. For purposes of this RFP, a company that has had continuous management, but which may have changed ownership during the specified period, will be considered to have been “actively engaged.”

5.2 Personnel. The offeror must provide general descriptions of the educational background and experience of personnel with whom the library will be expected to work on a regular basis (e.g., the offeror’s sales representative or salesperson and any offeror support personnel) who are involved in supplying firm order materials. Offeror should specify the total number, length and general level of experience of professional librarians or other specialists employed.

The contractor shall provide a specific representative for the institution’s account. This person shall respond to problems (e.g., with orders, delivery, invoices, credits) and provide management reports and data.

5.3 Financial Disclosure. The offeror must provide full disclosure of financial statements including assets and liabilities for at least the last five business years, e.g., Dun & Bradstreet report. Offerors must provide a statement of whether or not they have within the last three years assigned or sold any of their accounts receivable and, if so, why.

5.4 Customer List. The offeror must provide a list of ten comparable academic libraries that have done at least $100,000 of firm order business with the offeror during the past 12 months. This list shall include names, addresses, and phone numbers of contact librarians for each customer. In addition, the offeror must provide a list of any contract(s) for the last three years that were canceled or from which the offeror was prohibited from bidding because of lack of performance or because offeror defaulted on a contract.

5.5 Test Orders:

Within the 30 days after closing date for responses, but before issuance of a final contract, the institution reserves the right to require proof of performance through the issuance of a minimal number of test orders for both regular and rush orders. The purpose of such tests will be to ascertain whether the fulfillment rate is within the limits quoted by the offeror (see Desirable Provisions in section 6 below). The institution reserves the right to construct the sample and methodology. The final decision rests with the institution based upon the data it collects.

5.6 Pricing, Discounts and Service Charges. The offeror shall state the method for computing discounts and/or service charges for the categories of materials listed in section 6.5 under “Material Types” and in section 6.2 under “Types of Publishers,” as applicable.

5.7 Fulfillment. Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless expressly permitted by the library.

5.8 Payment of Invoices. Except in the case of split shipments, the contractor shall accept that no payment of an invoice will be made until all items on the invoice have been delivered in
satisfactory condition. Payments shall be made only to the contractor. In the event of split shipment, the institution may process for payment only those items on the invoice that have been received.

5.9 Supporting Documentation. The institution reserves the right to request supporting documentation (including copies of the publisher’s invoices) on discount or service charge decisions of the contractor at any time during the contract period.

5.10 Delivery of Material. Delivery of all materials shall be made to the following address:

Longwood University
Longwood University Library
Redford & Race Streets
Farmville, Virginia 23909-1897

Invoices shall be addressed to the attention of:

Library, Acquisitions

5.11 Conversion. This section reserved for agency use.

6. DESIRABLE PROVISIONS

Note to Offerors: Although the specifications for all of the categories or subcategories listed in this section are desirable, the subsections may require that some information (such as statistical data) be mandatory for the proposal to be considered responsive. The term “should” indicates a desirable requirement; “must” and “shall” indicate mandatory information.

6.1 Subject Coverage: General Information. The contractor should be able to provide monographic materials in all subject disciplines. The broad subject disciplines for which library materials are needed are as follows:

--Arts, Performing
--Arts, Visual
--Behavioral Sciences
--Business and Public Administration
--Computer Science
--Criminology
--Education
--Engineering
--Humanities
--Modern Languages (French, German, Spanish)
--Physical Sciences (Biology, Chemistry, Earth, Environmental, Physics)
--Social Sciences (Anthropology, Economics, Sociology, History, Political Science, Psychology, Women’s Studies)
For each subject discipline listed above, offeror should indicate in detail any subjects that:
(1) cannot be provided, or (2) the offeror believes it has a particular strength.

6.2 Types of Publishers Available. The offeror shall address its ability to provide monographic materials as published by each of the following types of publishers:

6.2.1 trade
6.2.2 scholarly
6.2.3 university press
6.2.4 personal author
6.2.5 private corporations
6.2.6 government/nonprofit agency
6.2.7 museums and galleries
6.2.8 small press
6.2.9 society/association
6.2.10 medical
6.2.11 other

6.3 Place of Publication. The offeror shall address its ability to provide monographic materials from the U.S. and international publishers.

6.4 NOTE TO LIBRARIES: This section number reserved for local use.

6.5 Material Types. The offeror shall address its ability to provide a variety of types of monographs including juvenile materials, music scores and non-print materials.

6.6 Edition Types. The offeror shall address its ability to provide each of the following types of editions of monographs.

6.6.1 critical and scholarly
6.6.2 general
6.6.3 translations

6.7 Reserved for Library Use

6.8 Services: The contractor should provide flexible and responsive services. Except where specified below for specialized services, the contractor should have no service charges; the contractor must indicate any service charges in its response.

6.8.1 Stock Inventory. The offeror shall submit a statement about what types and numbers of materials are stocked and the size of the inventory.

6.8.2 Fulfillment and Delivery. Note: Only items actually received by the institution will be counted as “filled,” regardless of the reason for lack of fulfillment.

6.8.2.1 Response to Purchase Orders. The contractor shall electronically
confirm receipt of the purchase order within 24 business hours and shall electronically report within 5 business days on the status of all requested items.

6.8.2.2 Regular Orders. There should be a fulfillment rate of 70% of regular orders placed within 60 days and 95% within 120 days. Items on order longer than 180 days shall be considered canceled. The offeror must provide statistical data as supporting documentation from named academic libraries whose total firm order business with the offeror exceeds $100,000 per year (hereafter referred to as “qualifying libraries.”) At least five different qualifying libraries should be given representing the offeror’s highest fulfillment rate and five others with the lowest rate of fulfillment. This documentation should enumerate the percentage filled versus canceled. Data for each institution listed should be separately reported.

6.8.3 Hard-to-Locate Titles. The offeror should indicate its willingness and ability to track down hard-to-locate publishers or titles, as well as any policies concerning this service (e.g., average turnaround time and fulfillment rate, discount, and shipping and handling charges.)

6.8.4 Quality Control. The contractor should have a strong record of quality service from its staff and quality control over its systems. The offeror shall submit a statement regarding written internal quality control procedures and include descriptions of such procedures.

6.8.5 Training and Support. The contractor shall provide to the institution staff any training or support necessary for the proper ordering of firm ordered monographs from the contractor, including documentation illustrating the offeror’s requirements and available service options.

6.8.6 Toll-Free Numbers. The contractor shall provide a toll-free telephone number or accept collect telephone calls.

6.9 Charges and Other Fiscal Considerations.

6.9.1 Mean Discount. The offeror shall quote its competitive mean discount off current list price. Offeror may separately enumerate mean discount for cloth binding, paperback binding, paperback mass-market books, trade or scholarly materials, and audiovisual materials. The offeror must provide documentation as to its method of calculating the mean discount.

The written statement of the contractor’s proposed discount structure shall be firm for the entire period of the contract. (See “Special Terms and Conditions” section F re: extension of contract).

6.9.2 Postage and Handling. The contractor should separately enumerate postage charges and handling charges. The contractor should submit a written policy regarding any added charges of this type.
Average Discounted Selling Price Per Volume. The offeror should state its average discounted selling price per volume to the customer for the last six months and project the average cost per monograph to be supplied in the next fiscal year. Separate average costs per volume should be provided for each of the subject categories given in section 6.1 above.

Invoicing.

Listing. The contractor should invoice separately by the purchase order number generated by the library’s Millennium system and invoices not included in shipment must be received within 2 days following shipment.

Data. Invoice data shall include the following: purchase order number, quantity and title(s) of item(s) shipped, unit list price, unit discounted price (including shipping and handling), and the Federal Identification Number (FIN), or Social Security Number in the absence of the FIN. The offeror shall provide a sample invoice for inspection.

Accuracy. The contractor should guarantee that billing would be accurate within a 1% margin of error averaged over 6 months, with no single month exceeding a 2% error rate. Error rate is computed based on invoices with errors as a percentage of total invoices.

Shipments

Furnish All Copies. The contractor should be able to furnish all copies of any one individual title ordered at the same time in one shipment.

Furnish All Volumes. The contractor should be able to fill in one shipment an order for a multi-volume set when all volumes were ordered at the same time and all are in print.

Labeling Box. The box should be labeled on the outside with the number of boxes in the shipment.

Reserved for Library Use.

Method of Shipment and Delivery Time. Shipments should be made through common carrier or proprietary vehicles so that shipments are received no more than seven calendar days after date of shipment.

Lost Shipments. For shipments lost in transit or otherwise not received, the contractor should reship, at the contractor’s expense, or report on availability, within seven days of notification by the library of any shipment or partial shipment that is more than fifteen days overdue.

Defective/Damaged Copies. The contractor shall accept the return at the contractor’s expense of defective copies (e.g., binding, pagination or other
problems) and materials damaged in shipment even if the library’s property marks and circulation labels have been attached. The Contractor shall accept the return of defective materials at any time.

6.9.5 Returns and Cancellations

6.9.5.1 Charges. Returns shall be free of any charges to the institution (including postage, handling, and the contractor’s processing costs) if the return was necessitated by contractor error.

6.9.5.2 Return Period. The contractor should indicate the number of days within which automatic returns will be accepted.

6.9.5.3 Credit. The contractor should provide a method for the library to create credit locally, preferably electronically.

6.9.5.4 Miscellaneous. The contractor shall provide a listing of all applicable return policies.

6.9.5.5 Performance. The contractor should have a mechanism for reporting to the institution the number of problems in any of the following during the period of the contract:

- 6.9.5.5.1 problems with billings
- 6.9.5.5.2 wrong item supplied
- 6.9.5.5.3 incomplete orders
- 6.9.5.5.4 duplicate titles supplied in error
- 6.9.5.5.5 materials damaged in shipment.

6.9.5.6 Cancellations. Contractors shall not make shipments of canceled items except on the basis of a new order. Contractors shall assume the risk for shipments made of canceled items.

6.9.6 Electronic Services. Contractors shall provide information on the extent to which their electronic services conform to existing Electronic Data Interchange standards compatible with Innovative’s Millennium and the extent to which future services will be designed to conform to future/changing EDI standards. Contractors should include details of electronic services that can be made available for the library’s use, including any charges for these services.

Contractors shall address their ability to provide electronic services that include but are not limited to:

- 6.9.6.1 Search Capability. Ability to search offeror’s database on-line to determine availability prior to placement of order.
- 6.9.6.2 Order Transmission. On-line or batch ordering by the library using electronic data transfer.
6.9.6.3 Fiscal management data in electronic format.

6.9.6.4 Invoice data. Electronic transfer of invoice data from the selected contractor to the University compatible with Innovative.

6.9.6.5 Other. The offeror should provide on-line access to the contractor’s database for information on the University’s account of invoices and payments for individual titles.

6.9.6.6 Reserved for library use.

6.9.6.7 Other. The Offeror should provide a full description of any other automation support that can be provided to its clients, stating if the services are existing or expected.

6.9.7 Other Services

6.9.7.1 Contractor shall indicate ability to accept payment via American Express Corporate Purchasing Card.

6.9.7.2 Reserved for library use.

**PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

7.1 **GENERAL REQUIREMENTS:**

7.1.1 **RFP Response:**

7.1.1.1 Deadline. To be considered, all proposals submitted in response to this Request for Proposals must be received at the issuing office by: 2:00 pm May 5, 2003. The official time used in the receipt of solicitations is that time on the automatic time stamp machine in the issuing office. Proposals received after the date and hour designated are automatically disqualified and will not be accepted.

7.1.1.2 Format. To be considered for selection, offerors must submit a complete response to this RFP following the RFP format. One (1) original and 4 copies of each proposal must be submitted by the offeror. No other distribution of the proposals shall be made by the offeror. At least one (1) copy of the entire RFP, as issued, must be returned, with the coversheet signed. The RFP is the official state form, as referenced in General Terms and Conditions, Section 12.2. Failure to submit the information requested in this section may be cause for rejection of the proposal.
7.1.2 Proposal Preparation:

7.1.2.1 Responsiveness. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

7.1.2.2 Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

7.1.2.3 Binding. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

7.1.2.4 Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

7.1.2.5 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give a written or oral presentation of their proposal to Longwood University.
This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Longwood University will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

7.1.3 **SPECIFIC PROPOSAL REQUIREMENTS**: Proposals should be as thorough and detailed as possible so that Longwood University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal.

7.1.3.1 Return the complete RFP and all addenda acknowledgments, if any, signed and filled out as required.

7.1.3.2 Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP. (Attachment B)

7.1.3.3 A written narrative statement to include:

7.1.3.4 Experience of the offeror in providing the services described herein.

7.1.3.4.1 Names, qualifications and experience of personnel to be assigned to the account.

7.1.3.4.2 Plans. Specific plans for providing the proposed services, including what, when and how the service will be performed.

7.1.3.4.3 Costs. Indicate the pricing, discount and service charge structure.

8. **COMMUNICATIONS**

8.1 **Informal Communications**. From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror(s) and all other offerors have been notified, or when the institution rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to: (1) requests from offerors to any departments at the institution (with the exception of the designated institution Purchasing office) for information, comments, speculation, etc., regarding the RFP, responses or process; and (2) requests from any departments of the institution (with the exception of the designated institution Purchasing authority) for information, comments, speculation, etc. regarding the RFP, responses or process.

8.2 **Formal Communications**

8.2.1 Nature of Communication. From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror or when Longwood University rejects all proposals, all communications between the institution and the offeror will be formal or as requested by the institution’s purchasing office.
Address all inquiries to Jim Simpson at (434) 395-2093.

8.2.2 Adherence to Provisions. Any failure to adhere to the provisions set forth above may result in the rejection of any offeror’s proposal or in the cancellation of this Request for Proposals.

8.2.3 Revisions/Additions to RFP. Revisions or additions to this Request for Proposal shall be at the sole discretion of the institution. In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be posted on the Longwood University website. It is the responsibility of the vendor to periodically check the site for any revisions to the RFP.

9. EVALUATION AND AWARD CRITERIA

9.1 The evaluation process consists of two phases -- analysis and evaluation.

9.1.1 Analysis: During the analysis phase, proposals are reviewed by the Selection Committee to ascertain which proposals address all the requirements of the RFP, and to prepare technical and financial analysis papers to document the adequacy of the proposals.

Once the qualified Offerors have been determined, the Evaluation Committee may ask individual Offerors to meet with the Committee to clarify specific matters presented in their proposals. These discussions may include such things as how costs were determined, implementation plan, cost/benefit analysis of proposal, implementation timing, price negotiation or other pertinent information. The Evaluation Committee will use information gained during these discussions and information presented in the proposal to identify responsive proposals.

9.1.2 Evaluation: The evaluation involves the rating of each responsive proposal on various evaluation criteria, multiplying each rating by a weighting factor, and summing the weighted factors to determine a cumulative score. It should be emphasized that the evaluation will not be based solely on the criterion of the lowest price, but will be based both on price and the Offeror’s ability to perform the desired service in a responsible manner using high-quality standards.

The selected Offeror(s) will be required to assume responsibility for all services offered in their proposal, whether or not they produce them. Further, Longwood University will consider the selected Offeror(s) to be the sole point of contact with regard to contractual matters.

9.2 Evaluation:

All proposals received from Offerors will be reviewed and evaluated by the Evaluation Committee. This Committee will recommend for selection those proposals that most closely meet the requirements of the RFP. The following areas of consideration will be used in making the
selection:

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<th>POINT VALUE</th>
<th>Selection Factor</th>
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<tbody>
<tr>
<td>10</td>
<td>Financial stability of the company and demonstration of sound business practices.</td>
</tr>
<tr>
<td>5</td>
<td>Quality of offeror’s training and support of library staff (if applicable), as evidenced through references and documentation.</td>
</tr>
<tr>
<td>20</td>
<td>Ability of offeror to meet desirable requirements, including a proven record of providing the material types specified in the RFP.</td>
</tr>
<tr>
<td>25</td>
<td>Ability of offeror to meet mandatory requirements.</td>
</tr>
<tr>
<td>10</td>
<td>Favorable references from current academic accounts of a similar size (including the experience of the institution itself, if applicable).</td>
</tr>
<tr>
<td>5</td>
<td>Expertise of the company’s personnel, including offeror’s experience in providing firm order service, including the number of years the offeror has been actively engaged in the business.</td>
</tr>
<tr>
<td>15</td>
<td>Financial proposal. The offeror’s financial proposal including but not limited to discounts, service charges, other charges and American Express Corporate Purchasing Card.</td>
</tr>
<tr>
<td>5</td>
<td>Suitability and quality of proposal. The quality of the proposal, specifically: responsiveness to requirements and adequacy of information provided.</td>
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<tr>
<td>5</td>
<td>Minority/women owned business participation</td>
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9.3 **Award of Contract:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section 1 1-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all
the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated.

9.3.1 Multiple Awards. The right is reserved to make a separate award of each item, a group of items, or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the issuing Purchasing Office.

9.3.2 Rejection of Proposals. The institution may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia).
GENERAL TERMS AND CONDITIONS

A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Vendor’s Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of the Purchases and Supply - (804) 786-3845.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids or proposals, Bidders or 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 Section § 11-51 of the Virginia Public Procurement Act If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E.)

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

   - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there is a bonafide occupational qualification reasonable necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

   - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders or Offerors certify that their bids are or proposals 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 or proposal, and that they have not conferred on any public employee having official
responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, Bidders or 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.

F. DEBARMENT STATUS: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia nor are they an agent of any person or entity this is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB'S AND RFP'S (as applicable):

(1.) Invitation For Bids: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modifications of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

(2.) 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.

I. CLARIFICATION OF TERMS: If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:
   a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instigated as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not release an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 11-69.)

2. **To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

   (1.) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   (2.) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRÉCÉDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in the solicitation, the Special Terms and Conditions shall apply.
L. QUALIFICATIONS OF BIDDERS/OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or 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's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the Commonwealth that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:

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

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

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

   c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in
price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12,
will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Bidder/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.

S. TRANSPORTATION AND PACKAGING: By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
T. **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, Contractor shall have the following insurance coverage at the time the work commences. Additionally, Contractor shall maintain these during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the Contract the Commonwealth reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by the Commonwealth as indicated.

**INSURANCE COVERAGE AND LIMITS REQUIRED:**

A. Worker's Compensation-Statutory requirements and benefits.

B. Employers Liability - $100,000.

C. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective L.
D. Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability Coverage.

D. Automobile Liability - $500,000 – Combined single limit.

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the public posting board at Longwood College for a minimum of 10 days.

V. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor’s employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. EVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
c. **Ariba Commerce Services Network Registration.** The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

**NOTE:** Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

**SPECIAL TERMS AND CONDITIONS**

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University shall be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. **AUDIT:** The Contractor hereby agrees to 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.

C. **AWARD OF CONTRACT:**

**FOR REQUESTS FOR PROPOSALS:**

Awards are made to the Offeror whose proposal best meets the evaluation and negotiation criteria. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price shall govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. **The Proposal Price Schedule must be itemized.** Longwood 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.

D. **RFP ACCEPTANCE PERIOD:** Any proposal resulting from this solicitation shall be valid for 90 days. Offeror may, however, withdraw the bid up to 10 days after receipt of proposal. After the 10 day period, the conditions of the proposals remain in effect. If a proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled. Any proposal in which the
Offeror shortens the acceptance period may be rejected. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. **EXTENSION OF CONTRACT:** At the sole discretion of the Commonwealth, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be extended annually upon mutual agreement for a period of three one year renewals.

G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From: ____________________________
Name of Offeror     Due Date   Time
___________________214-03-Books_______
Street or Box Number   IFB No./RFP No.
214-03-Books
City, State, Zip Code   IFB/RFP Title
```

Name of Purchase Officer:  James E. Simpson

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

H. **QUALIFICATIONS OF BIDDERS:** BIDDERS ARE REQUESTED TO COMPLETE AND RETURN THEIR BID, ALONG WITH CONTRACTOR DATA SHEET AND REQUESTED REFERENCES.

I. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Longwood University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and
responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

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

K. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges shall not be allowed.

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

TO BE COMPLETED BY VENDOR:

1. **QUALIFICATION OF OFFERORS:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:

   ____________ Years

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and telephone number of the person the Agency has your permission to contact.

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