

VIRGINIA MILITARY INSTITUTE
LEXINGTON, VIRGINIA 24450-0304

PURCHASING OFFICE
PHONE: 540-464-7323
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REQUEST FOR PROPOSALS
(RFP)

RFP # V211-02-109

Issue Date: 09 April 2002

Title: Serials

Issuing Agency: Commonwealth of Virginia Military Institute
Virginia Military Institute
Purchasing Office
314 Smith Hall

Using Agency and/or Location
Where Work Will be Performed: Preston Library
Virginia Military Institute
Lexington, Virginia 24450

Period of Contract: 31 May 2002 through 31 May 2003

Sealed Proposals Will Be Received Until **2:00 pm, Local Prevailing Time, 15 May 2002** For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Dianah Kelly, Purchasing Office, Room 314, Smith Hall, Virginia Military Institute: Telephone 540-464-7734; FAX # 540-464-7669.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Purchasing Office, Room 314, Smith Hall, Virginia Military Institute, Lexington VA.

* PRE PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on 30 April 2002, at 3:00 pm the Board Room, Smith Hall. (Reference: Section X, herein.)

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, 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

Printed name and title

Telephone #(____) _____

FEI/FIN# _____

Fax # (____) _____

NOTE: If you are an individual with a disability and need reasonable accommodations to participate in this activity, please notify Mrs. Charlene Wilson, (540) 464-7323, no later than 10:00a.m, 29 April 2002.

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I. OVERVIEW

Founded in 1839 as the nation's first state military college, the Virginia Military Institute is a state-supported, totally undergraduate college. It offers a choice of majors from the general fields of engineering, liberal arts, and the sciences. Programs leading to the bachelor degree include Biology, Chemistry, Civil Engineering, Computer Science, Economics and Business, Electrical Engineering, English, History, International Studies, Mathematics, Mechanical Engineering, Modern Languages and Physics.

The mission of VMI's library is (1) to provide library materials and services for the cadets and faculty, (2) to teach cadets the basic skills needed to conduct library research for VMI courses and subsequent professional careers or graduate study, (3) support faculty research, (4) to preserve and service the Institute's historical records and manuscripts, and (5) to provide library services to the community at large.

Named for Colonel J.T.L. Preston, the Preston Library was dedicated in 1939, enlarged in 1972 and renovated in 1996. The collections currently number 270,000 volumes, in addition to microfilms, close to 740 scientific, literary and general periodicals- including American and foreign. As a selective depository, Preston Library has a collection of 185,000 U.S. Government and Virginia State Documents. Interlibrary loan services and online information retrieval through DIALOG are available to students free of charge. The Archives, a department within the library, contains VMI's historical official records, photographs, and manuscripts.

The library is an open stack collection, enabling faculty and students to use the books freely for study and browsing. The library seeks to provide a place where students, faculty and books are brought together for the common good. The collections are designed to supplement classroom instruction and to encourage independent reading. The library is especially strong in areas Of Civil War History, Military Science, Mathematics and German Literature.

II. PURPOSE

The purpose and intent of this Request for Proposal (RFP) is for the Virginia Military Institute (herein after known as the "Institute or the Agency") to enter into a contract for the period specified with one or more qualified offerors to provide services for the acquisition of non-periodical serials (e.g., continuous and standing orders). Unless otherwise stated, this RFP applies to all formats of materials. Print material may be cloth bound, paperbound, or prebound by the offeror.

Included for coverage in the RFP are the following types of publications: trade, scholarly, university press, personal author, private corporations, governments/nonprofit agency, museUMB and galleries, small press, and society/association.

III. BACKGROUND

For fiscal year 2000-2001 the library materials budget was allocated as follows:

Fixed Expenses (Renewals)		
Periodical renewals	\$135,000	44%
Standing Orders	\$30,000	10%
Firm-ordered In-Print Monographs	\$ 80,000	26%
Other Materials Expenses	\$ 60,000	20%

These dollar amounts and percentages are likely to change during the course of the intended contract, and the Institute reserves the right to increase or decrease the amount as actual needs and funding determine.

IV. STATEMENT OF NEEDS

A. Mandatory Requirements: Mandatory provisions are included so that all offeror proposals will be uniform. Each proposal received shall be deemed to include the offeror's agreement to the following provisions:

1. The proposal constitutes an offer by the offeror that shall remain open and irrevocable for a period of sixty (60) days from the deadline for submitting proposals.
2. If the offeror is selected, the provisions governing the selected offeror's performance will include all of the provisions established in Sections IV, V, VII and VIII of this RFP.
3. The selected Offeror must have been actively engaged in the business of providing in-print firm ordered monographs to academic libraries for a minimum of five (5) 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."
4. 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's support personnel) who are involved in supplying periodical materials. offeror should specify the total number and general level of experience of professional librarians or other specialists employed (e.g., the average length of experience).

The offeror shall provide a specific representative for the Institute's account. This person shall respond to problems (e.g., with orders, delivery, claims, renewals, invoices, credits) and provide management reports and data.

5. The offeror must provide full disclosure of financial statements (assets and liabilities) such as Dun and Bradstreet, annual reports for at least the last three (3) business years. That information must be available to all potential customers.
6. The offeror must provide a list of three (3) comparable college/university/research libraries who have done at least \$100,000 of in-print firm ordered monographic business with the offeror during the past twelve (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 contracts for the last three (3) 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.
7. The offeror shall state the method for computing discounts and/or service charges for the categories of materials listed in Section IV (B) (1) under "Material Types: and in Section IV (B) (3) under "Types of **Publishers**," as applicable.
8. Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or addition of titles or editions shall not be permitted unless expressly permitted by the library.
9. The selected offeror shall accept that no payment may be made on a renewal invoice unless the title billed is currently being received on a regular basis by the library. The Institute may prepay invoices to take advantage of prepayment discounts; however, cash or prepayment discounts will not be used as a means to determine the lowest or best possible offeror

10. The Institute reserves the right to request supporting documentation (including copies of the publishers, invoices) on discount or service charge decisions of the selected offeror at any time during the contract period.

11. Delivery of all materials shall be made to Preston Library or the post office at the following address.

Preston Library
Virginia Military institute
345 Letcher Avenue
Lexington, Virginia 24450

Invoices shall be addressed to the attention of:

Linda Covington

12. The Offeror shall indicate what services it will provide to assist the Institute in the conversion of the account to the offeror.
- B. Desirable Provisions
1. Types of Publications to be covered. The contractor should be able to provide the following types of material.
 - a. annual, greater than annual, and irregular frequencies
 - b. memberships including multiple titles
 - c. publisher series (monographic with subscription billing)
 - d. monographic series (piece-by-piece billing)
 - e. indexes and supplementary volumes
 - f. sets issued over a period of time

 2. Material Types. The contractor should be able to provide each of the following types of materials:
 - a. abstracts
 - b. anthologies
 - c. atlases
 - d. bibliographies
 - e. biographical dictionaries
 - f. casebooks
 - g. catalogs
 - h. collected articles
 - i. collected works
 - j. commentaries
 - k. concordances
 - l. dictionaries
 - m. discographies
 - n. extracts
 - o. filmographies
 - p. glossaries
 - q. directories
 - r. dissertations
 - s. encyclopedic work
 - t. handbooks
 - u. indexing systems
 - v. legislation

- w. manuscript facsimiles
 - x. multiauthor texts
 - y. pamphlets
 - z. readings
 - aa. reference works
 - bb. reprints
 - cc. statistics
 - dd. summaries
 - ee. symposium proceedings
 - ff. technical reports
 - gg. textbooks
 - hh. working papers
3. Place of Publication. The contractor should be able to supply materials published in the following places:
- a. United States
 - b. Canada
 - c. United Kingdom
 - d. Continental Europe
 - e. Russia and other Salvic Countries
 - f. Latin America including Mexico
 - g. Asia
 - h. Pacific Nations
 - i. African Nations
 - j. Middle Eastern Nations
 - k. Other
4. Types of Publisher to be covered. The contractor should be able to supply material from the following types of publishers:
- a. trade
 - b. scholarly
 - c. university presses, university departments
 - d. societies (scientific)
 - e. societies (non-scientific)
 - f. small presses
 - g. non-paper format publishers
 - h. private corporations
 - i. associations
 - j. government agencies
 - k. quasi-governmental organizations (e.g. United Nations, Organization of American States, World Health organization, NATO)
 - l. medical
 - m. other
5. Edition Types. The contractor should be able to provide each of the following types of editions:
- a. critical and scholarly
 - b. general
 - c. heavily illustrated
 - d. photo collections
 - e. translations
6. Publication Formats. The contractor should be able to provide the following publication formats:

- a. book with media (print and microform only)
 - b. flexible
 - c. hardbound
 - d. pamphlet
 - e. paperbound
 - f. portfolio
 - g. spiral/ring/loose leaf
7. Services. The contractor should provide flexible and responsive services. Except where specified
- a. Orders:
 - (1) Acceptance of new orders. The contractor should accept new orders from the Institute at any time during the year. Orders may begin with:
 - a. current calendar year/volume
 - b. upcoming calendar year/volume
 - c. dependent on publisher restrictions
 - d. other
 - (2) Standing Orders. The contractor should accept standing orders on a “until forbid” basis.
 - (3) Processing of orders. The contractor should process and confirm new orders within thirty (30) calendar days from receipt from Virginia Military Institute.
 - (4) Delivery Time of First Volume. The contractor should enter orders with publishers within five (5) calendar days. The contractor should report the availability status within forty-five (45) calendar days of receipt of the order.
 - (5) Supplementary Volumes, etc. Indexes and supplementary numbers should not be quoted separately.
 - (6) Non-Fulfillment. If unable to supply a title, the contractor should notify the Institute with the reason for non-fulfillment within thirty (30) calendar days.
 - (7) Stock Inventory. The offeror should indicate if it maintains an inventory of in print materials. The offeror should submit a statement about what types and numbers of materials are stocked, and the size of the inventory
 - (8) Hart-to-order Titles. The offeror should indicate its willingness and ability to make special arrangements for titles that are hard-to-order, as well as any policies concerning this service (e.g., fulfillment rate, discount, and shipping and handling charges).
 - (9) Back Volumes. The contractor should accept orders for and supply back volumes
 - b. Shipments
 - (1) Labeling box. The box should be labeled on the outside with the number of boxed in the shipment (e.g., box 1 of 2).
 - (2) Invoice Accompanying Shipment. Invoices should accompany shipments.

- (3) Method of Shipment and Delivery Time. Shipments should be made through USPS, common carrier, or proprietary vehicles so that shipments are received no more than then (10) calendar days after date of shipment.
- (4) Lost Shipments. For shipments lost in transit or otherwise not received, the contractor should reship at the contractor's expense, within thirty (30) calendar days of notification by the library of any shipment or partial shipment that is more than fifteen (15) calendar days overdue.

c. Cancellations and Returns

- (1) Cancellations. The contractor should not make shipments of canceled items. The contractor should be responsible for shipments made of canceled items.
- (2) Charges. Returns should be free of any charges to the Institute (including postage, handling, and the contractors processing costs) if the return was necessitated by the contractor's error
- (3) Automatic Returns. The offeror should state its Policy concerning automatic return of materials by the library.
- (4) Defective Copies. The contractor should accept the return of defective copies (e.g., binding, pagination or other problems) at the contractor's expense.
- (5) Return Period. The contractor should indicate the number of days for return after the date of receipt of the item.
- (6) Credit. The contractor should provide a method for the library to create credit locally and return the credit slip with the book.

The contractor should provide the Institute with either blank credit forms to be filled out by the library, or optionally to line out the items from the invoice.

- (7) Miscellaneous. The contractor should provide a listing of any other applicable return policies.

d. Reports.

- (1) Regularly Generated Management Reports. The offeror should provide samples of all standard reports for review. The vendor should be able to provide clear and understandable reports of the following on a monthly, quarterly and/or yearly basis:
 - (a) Number of Titles and Items Sent. Number and list of titles and items sent, sorted by LC classification number.
 - (b) Average Cost. Average cost per volume broken down by subject.
 - (c) Changes to Publications. The contractor should notify the Institute monthly of:
 - i) ceased publications

- ii) suspended publications
- iii) publications delays

(d) Fiscal Management. Fiscal management reports should be supplied semiannually by the contractor free of charge. Reports should include but not necessarily be limited to:

- i) average mean effective discount
- ii) average price per volume
- iii) orders sorted by Library of Congress classification
- iv) orders by library fund code
- v) total expenditures by library fund code

(2) Customized reports. The offeror should indicate its capability to provide customized management reports on demand. If customized reports are available, the offeror must indicate any applicable policies (including any costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.

(3) Status Reports. NOTE, "Status Reports" are on the status of outstanding orders, with expected date of receipt. Status reports should be generated at a minimum interval of (30) calendar days.

e. Vendor Support

(1) Training and Support. The contractor should provide to the Institute staff any training or support necessary for the proper ordering of serial publications from the contractor.

(2) Response Time. The contractor or its representative should respond to messages within two (2) calendar days.

(3) Other Methods of Contact. The contractor should provide for contact via at least one of the following.

- (a) Toll free telephone line
- (b) Collect telephone calls from the Institute
- (c) Electronic Communication

f. 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.

8. Charges and other fiscal Considerations.

a. Mean Discount. The offeror should quote its competitive mean discount off current list price. Offeror should separately enumerate mean discount for each of the following types of publication enumerated in section IV, B (1) above. The offeror must provide documentation as to its method of calculating the mean discount.

The written statement of the contractor's proposed discount structure should be firm for the entire period of the contract. Section for further requirements.

- b. Postage and Handling. The contractor should separately enumerate postage charges and handling charges. The contractor should submit a written policy regarding and added charges of this type.
- c. Average Discounted Selling Price Per Volume. The offeror should state its average discounted selling price per volume during the last twelve (12) months and project the average cost per volume to be supplied in the next fiscal year. Separate prices per volume should be given for each type of publication listed in Section IV, B (1) above.
- d. Invoicing
 - (1) Information on Invoices. The following information should appear on each invoice:
 - (a) name and address of the contractor
 - (b) bill to address
 - (c) ship to address
 - (d) account number assigned by the contractor
 - (e) library purchase order number for each title, if any
 - (f) title of the serial
 - (g) volume number(s) shipped
 - (h) individual title (if monographic)
 - (i) number of copies
 - (j) unit discount price
 - (k) postage and handling
 - (l) library fund designation (supplied by the Institute)
 - (m) Federal Identification Number (FIN) or Social Security Number in the absence of the FIN
 - (2) Separate Invoices. The contractor should supply separate invoices as requested by the Institute. These invoices should include:
 - (a) maximum amount per invoice (determined by the library)
 - (b) separate invoices by fund designation
 - (c) separate invoices for different ship to addresses
 - (d) separate invoices for different account numbers
 - (3) Invoice Accuracy. The contractor should guarantee that billing will be accurate within a three percent (3%) margin of error averaged over twelve (12) months, with no single month exceeding a three percent (3%) error rate. Error rate is computed based on invoices with errors as a percentage of total invoices.

V. V. PROPOSAL PREPARATION AND SUBMISSION:

GENERAL REQUIREMENTS:

RFP Responses: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the purchasing agency. No other distribution of the proposal shall be made by the offeror.

A. General Requirements

1. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested

should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency at its discretion.

- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - d. 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 and 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 the subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the 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.
2. Oral Presentation: Offerors who submit a proposal in response to this Request for Proposal may be required to give an oral presentation of their proposal to the purchasing agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The purchasing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted. Therefore, proposals should be complete.
 3. Informal Communications: From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the Institute rejects all proposals, informal communications regarding this shall cease.
 - a. There shall be no requests from the Offerors to any Office or Department of the Institute with the exception of the Purchasing Office for information, comments, etc. and they shall be written or faxed.
 - b. There shall be no contact with any individuals participating on the Selection Committee.
 4. Formal Communications: From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Contractor(s), and all other Offerors have been notified, or when the Institute rejects all proposals, all communications between the Institute and the Offerors will be formal or as provided for in this RFP or as requested by the Purchasing Office. Formal communication shall include but not limited to:
 - a. Oral Presentations
 - b. Site Visits
 5. Any failure to adhere to provisions set forth in #3 and #4 above may result in rejection of any offerors proposal and/or cancellation of this request for proposal.
- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. The return of this complete RFP, signed and filled out as required.
 2. Complete Data Sheet (Attachment A).
 3. A written narrative statement including:

- a. The experience and variety of services provided by your firm.
 - b. The expertise of your staff and a description of your training and development program which will assure that all personnel assigned to perform under any resultant contract shall be capable and qualified in the work assigned to them.
 - c. The most recent audited financial statements of your firm.
 - d. Service enhancements unique to the firm including franchise agreements, applicable service charges, and discounts or rebates.
 - e. Specific plans for meeting the service requirements of the using State Agency.
4. Resumes of all staff committed to the contract.
 5. Samples of work done for other colleges or universities.

VI. EVALUATION AND AWARD CRITERIA:

EVALUATION CRITERIA: Proposals shall be evaluated by the purchasing agency using the following criteria. The order of listing is not indicative of the weights that will be used in the evaluation.

- A. Prices and fees offered for specific services. This includes service charges and postage and handling charges. (15 points)
- B. Ability to meet mandatory and desirable requirements, including a proven record of providing the material types and formats specified in the RAP. (20 points)
- C. Quality of the overall proposal. (20 points)
- D. Relevant experience and qualifications of respondents. (This includes information obtained from references, proposal, and other sources the library may have). (20 points)
- E. Favorable references from current academic accounts of a similar size. (Including the experience of the Institute itself, if applicable). (15 points)
- F. Financial stability of the offeror and demonstration Of Bound business practices. (10 points)

VII. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors 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 purchasing office. In addition a copy may be accessed electronically at <http://www.virginia.edu/procurement/about/PurchasingManual.html> or a copy may be obtained by calling VMI Purchasing at (540) 464-7323.
- 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 all applicable federal, state and local laws, rules and regulations.
- C. 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 § 2.2-4311 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, § 2.2-4343.1 E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/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.
- E. 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.
- F. 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.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's AND RFP's
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 of 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.

2. (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.
- I. CLARIFICATION OF TERMS: 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 no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 - J. PAYMENT:
 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
 2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (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's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) 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 Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the

contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/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/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the

Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (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/proposals), all (bidders/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 or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper's Liability.)
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.)	\$1,600,000 per occurrence, \$3,000,000 aggregate (Increased limit effective August 1, 1999)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$500,000 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	\$100,000 per occurrence, \$ 300,000 aggregate

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

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to Virginia Military Institute are encouraged to participate in the eVA Internet e-procurement solution either in the eVA Basic Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Note: Vendors are strongly encouraged to register their company prior to submitting a bid or proposal. Vendors should register in both the eVA and the Ariba Commerce Services Network Registration Systems.

VII. SPECIAL TERMS AND CONDITIONS:

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

- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AWARD OF CONTRACT: Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth 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 reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, 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.
- D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) calendar days. At the end of the (60) days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. TRADE SECRETS OR PROPRIETARY INFORMATION: All proposals, and the information contained therein, are subject to public inspection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act. Trade secrets or proprietary information will not be subject to public disclosure if the prospective offeror:
1. States in the proposal or an accompanying document that protection of 11-52D, Code of Virginia, are invoked, and
 2. Clearly identifies the material to be protected, and
 3. States the reasons why protection is necessary.

The proprietary or trade secret material for which a disclosure exemption is sought must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figure, or paragraph that constitute trade secrets or proprietary information. The classification of an entire bid or proposal, line items prices and/or total bid or proposal prices as proprietary or trade secrets is NOT acceptable and will result in rejection and return of the bid or proposal.

- G. BIDDER/OFFEROR UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each bidder/offeror to inquire about and clarify any requirements of this solicitation that is not understood. The Institute will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Purchasing Office. Offerors must ensure that written inquiries reach the buyer at least six (6) days prior to the time set for receipt of proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your offer certifies that you fully understand all facets of this solicitation. Question may be sent by FAX to (540) 464-7669 or via email to kellyda@mail.vmi.edu.
- H. LATE PROPOSALS: To be considered for selection, proposals must be received by the Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic

time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are automatically disqualified and will be returned unopened to the offeror. The Institute is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the infra-Institute mail system. It is the sole responsibility of the offeror to insure that its proposal reaches the Purchasing Office by the designated date and hour. Bid receipts and openings or the receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

- I. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increase may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - 1. 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 no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest (12) twelve months for which statistics are available.
 - 2. If during any subsequent renewal periods the purchasing agency elects to exercise the option to extend the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the current renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest (12) twelve months for which statistics are available.
- J. **IDENTIFICATION OF BID/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 Bidder/Offeror	Due Date	Time
Street or Box Number	IFB No./RFP No.	
City, State, Zip Code	IFB/RFP Title	
Name of Contract/Purchase Officer or Buyer _____		

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

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Bids/Proposals should be placed in the envelope.

- H. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING:** Where is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best

skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- J. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. **OWNERSHIP OF MATERIAL**: Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth 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 protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

IX. METHOD OF PAYMENT:

The Institute will compensate the Contractor for services provided based on prices quoted in the Contractor's submitted proposal or on prices mutually agreed to in subsequent negotiations. The Institute shall not be responsible for paying any fees, expenses, taxes, or other charges of any kind except as expressly provided in the contract signed with the Contractor, using this RFP, the Contractor's submitted proposal, and the subsequent negotiations as the basis of contract. The Contractor shall not be authorized to provide any services, or incur any expenses, for the Institute beyond those described herein or expressly described in subsequent written authorizations by the Institute during the term of the contract.

The Contractor shall render invoices upon completion and delivery to the Comptroller's Office, Smith Hall, Virginia Military Institute, Lexington VA 24450.

X. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held 30 April 2002, 3:00 pm, Board Room, Smith Hall, VMI. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

The Purchasing Office, Virginia Military Institute, is the sole point of contact for purposes of **this RFP and resulting proposals**. Point of contact is Dianah A. Kelly.

ATTACHMENT A

DATA SHEET

To Be Completed By Offeror

1. QUALIFICATION OF OFFEROR: The Offeror must have the capability 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 _____Months

3. REFERENCES: Bidders shall provide a list of at least 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.

ORGANIZATION
TELEPHONE

ADDRESS

CONTACT PERSON

1.

2.

3.

4.

4. List full names and address(es) of any branch offices which may be responsible for administering the contract.

5. Check all attachments included with your proposal.