

**REQUEST FOR PROPOSAL**

**Issue Date: April 10, 2017**

**Title: Library Materials**

**Commodity Codes: 71510,71512,71535, 71505, 71590**

**Issuing Agency: Library of Virginia, on behalf of  
Mid-Atlantic Library Alliance (MALiA)  
Carolea Newsome, Contract Administrator  
John Cook Wyllie Library  
University of Virginia's College at Wise  
One College Avenue  
Wise, VA 24293**

**Using Agency: Library of Virginia on behalf of Mid-Atlantic Library Alliance (MALiA)**

**Initial Period of Contract: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.**

**Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Friday, April 28, 2017, For Furnishing The Services Described Herein.**

**All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/455-9374 (C), or [MALiAContract@ehc.edu](mailto:MALiAContract@ehc.edu).**

**IF PROPOSALS ARE MAILED, ARE HAND DELIVERED OR EXPRESS MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.**

**In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.**

**Name and Address of Firm:**

**Date:**

**By:**

**Name: \_\_\_\_\_ (Signature in Ink)**

**eVA Vendor ID or DUNS (Please Print)**

**Fax Number:**

**Title:**

**E-mail Address:**

**Telephone Number:**

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

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## SCHEDULE OF EVENTS

<u>Activity</u>	<u>Date</u>
Release RFP	Monday, April 10, 2017
Proposal Due Date	Friday, April 28, 2017, 4:00 PM EST
Contract Award	June, 2017

## I. PURPOSE

The purpose of this Request for Proposal (RFP) is for the Library of Virginia to solicit sealed proposals from qualified sources and to establish contract(s) through competitive negotiations with one or more contractors to provide library materials to member libraries of the Mid-Atlantic Library Alliance (MALiA).

This RFP outlines the terms, conditions, and all applicable information required for submitting a proposal. Proposal respondents should pay strict attention to the proposal submission date and time and follow the format and instructions in Section IV (Proposal Preparation and Submission) of this RFP.

## II. BACKGROUND

Mid-Atlantic Library Alliance (MALiA) is an organization of public library systems, academic, school systems, institutional, and special libraries established to provide cooperative information services and programs. Full membership shall be conveyed to applicant libraries upon payment of applicable fees to the corporation.

The Mid-Atlantic Library Alliance (MALiA) consortium represents 246 libraries throughout the mid-Atlantic region. As of January 2017, membership includes 194 public, 41 academic, 7 schools, and 4 special libraries. See Attachment D: MALiA Member Libraries as of January, 2017 for a list of participating institutions or consult the MALiA Web site (<http://www.malialibrary.org/>) for a current list of members.

The purpose of MALiA is to encourage the development and improvement of all types of library service and to promote the efficient use of finances, personnel, materials and properties by enabling governing authorities having library responsibilities to join together in a nonprofit library consortium.

Participation by MALiA members in this contract is optional and is at the discretion of each participating member. It is understood and agreed between the parties to any agreement resulting from this RFP that any library that becomes a member of MALiA after the award of this contract will be accepted at any time under the terms of this contract.

The approximate, combined library materials budget for all MALiA members per year is estimated at over \$30,000,000. The approximate stated dollar amount is not to be construed to represent any amount MALiA is obligated to purchase under the resulting contract or relieve the contractor of any obligation to provide service. Dollar amounts may change during the course of the contract and MALiA reserves the right to increase or decrease the amount as actual needs and funding determine.

## III. STATEMENT OF NEED

The contractor must be able to provide services necessary to fill orders for library materials placed by any MALiA member library on a consistent basis during the term of the contract.

The contractor must be capable of supplying library materials from various types of publishers and must be able to provide geographical coverage for library materials published worldwide.

Library materials are defined for the purpose of this RFP as stated in the 2013 edition of the ALA Glossary of Library and Information Science edited by Toni M. Carter. and Michael Levine-Clark:

**“Materials of all physical substances and formats (4), acquired by a library (3) to constitute its library collection, devices for reading, viewing, or hearing the informational content of materials are excluded.”**

Participating MALiA member libraries that become dissatisfied with the service received during the course of this contract may withdraw at any time with no penalty.

#### IV. PROPOSAL PREPARATION & SUBMISSION

##### 1. RFP Responses:

In order to be considered for selection, offerors must submit complete responses to this RFP. Three (3) original and one (1) electronic copy (on CD-ROM or via email) of the proposal must be submitted. No other distribution of the proposal shall be made by the offeror.

##### 2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the contractor. Failure to submit all information requested may result in the Library of Virginia requiring prompt submissions of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Library of Virginia. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal 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 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.
- d. The original copies of the proposal should be bound or contained in single volumes where practical. All documentation submitted with the proposal should be contained in that single volume.

- e. Ownership of all data, materials and documentation originated and prepared for the Library of Virginia pursuant to the RFP shall belong exclusively to the Library of Virginia and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the firm shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or material 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 words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal to this RFP may be required to give an oral presentation of their proposal. 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. If demonstrations are required, the Library of Virginia will schedule time and location of these presentations. Oral presentations are an option and may not be conducted.

V. EVALUATION & AWARD CRITERIA

A. Evaluation Criteria: Proposals shall be evaluated using the following criteria:

POINT  
VALUE

- 20 Points      The scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules as represented by to the Service Requirements Deemed Important in Consideration of Contractor Selection portion of the RFP.
- 20 Points      Sound business environment with experience in providing library materials as outlined Offeror Data Sheet in this RFP including the number of years the offeror has been actively engaged in the business and favorable references from current accounts.
- 20 Points      Small Business Subcontracting Plan
- 20 Points      Discount as listed in the Pricing Offer Consideration, Discounts for Library and Staff Orders portion of this RFP. Offeror shall provide standard price lists of products to indicate base price from which discount is taken.
- 20 Points      Past performance on similar types of contracts.

100 TOTAL

## VI. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, 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 proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs :** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment



from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

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

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 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 this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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

and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

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

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

## VII. SPECIAL TERMS AND CONDITIONS

1. **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 Library of Virginia 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.
  2. **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.
- B. **AWARD OF CONTRACT**: Selection shall be made to two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price/discount, 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 Library of Virginia shall select the offeror(s) which, in its opinion, has made the best proposals, and shall award the contract to those offeror(s). Multiple contracts may be awarded. The Library of Virginia 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 a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.). Should the Library of Virginia determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **ADDITIONAL USERS**: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
  4. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice

shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 5. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- 6. **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: _____		<b>4:00 p.m. Est</b>
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 proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 7. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
  - A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business

subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a \_\_\_\_ (insert monthly, quarterly, or other frequency) \_\_\_\_ basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a \_\_\_\_ (insert monthly, quarterly, or other frequency) \_\_\_\_ basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- 8. **REFERENCES:** Bidders shall provide a list of at least 3 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.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT</u>	<u>PERSON</u>
<u>TELEPHONE</u>			

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

9. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.



10. **eVA Business-To-Government Contracts and Orders:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**RFP**  
**REQUEST FOR PROPOSAL**  
**Title: Library Materials**  
**Mid-Atlantic Library Alliance, MALiA**

**ATTACHMENT A**

**Offeror Data Sheet**

**QUALIFICATIONS OF THE OFFEROR:** Offerors shall return a completed copy of this attachment with their proposals. Offerors shall exhibit sound business environment with experience in providing library materials, capability and capacity in all respects to fully satisfy the contractual requirements, including the number of years the offeror has been actively engaged in the business and favorable references from current accounts. To adequately evaluate proposals, MALiA requires the following information of all offerors.

1. **YEARS IN BUSINESS:** Indicate the length of time the contractor has been in business providing these types of goods and services. Years      Months since
  
2. **REFERENCES:** Offerors shall provide a list of 3 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, telephone number and email address.

ORGANIZATION	ADDRESS	CONTACT	TELEPHONE
--------------	---------	---------	-----------

2.1. \_\_\_\_\_

2.2. \_\_\_\_\_

2.3. \_\_\_\_\_

3. **CONTRACT ADMINISTRATION:** List full names and addresses of the contractor and any branch offices that may be responsible for administering the contract.

3.1. Contractor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3.2. Person to contact re proposal:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

3.3. Person to contact re changes during the life of the contract:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

4. Customer Service:

4.1. Contractor must have a sales representative for states served by Malia (Virginia, Tennessee, and North Carolina)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

4.2. Contractor must provide toll-free customer service telephone number and/or E-Mail, and an account representative must be assigned to the library to respond to problems (e.g., with orders, claims, renewals, invoices, credits) and provide management reports and data.

Account Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Web address: \_\_\_\_\_

4. EXPERIENCE:

In the space provided, give a description of the offeror's related work experiences that would demonstrate the offeror's ability to fulfill the contract. Include the extent to which your company is actively engaged in supplying, to libraries, materials of the type listed in this RFP.

5. COMPANY STABILITY:

6.1 Describe your company's financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALiA.

6.2 Explain how that your company is a prime jobber dealing directly with publishers. Include a list of the publishers/distributors represented. (If that list is too long, list the publishers/distributors NOT represented and indicate that you have chosen this option.)

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**ATTACHMENT B**

**Service Requirements Deemed Important**  
**in Consideration of Contractor Selection**

Offerors shall return a completed copy of this attachment with their proposals, indicating how they will meet each requirement in regard to the scope and suitability of the work to be performed, capability and capacity to fully satisfy contract requirements, the manner in which these services are to be provided, approach to providing the service, and ability to meet schedules. The following section is an itemized checklist of the service requirements to be considered. In the **space provided**, describe the services that will be performed by the contractor. Additional documents may be attached **only** if necessary.

**LOT 1 – BOOKS**

1.1 Approximate number of publishers/distributors you can supply (by category):

1.2. Approximate number of titles you currently supply:

1.3. Types of materials you can supply (check all that apply):

<input type="checkbox"/> Fiction	<input type="checkbox"/> Backlist
<input type="checkbox"/> Nonfiction	<input type="checkbox"/> Out-of-Print
<input type="checkbox"/> Reference	<input type="checkbox"/> Continuations
<input type="checkbox"/> Current/Popular	

1.4 Types of audience you can supply

<input type="checkbox"/> Children
<input type="checkbox"/> Young Adult
<input type="checkbox"/> Adult

**LOT 2- Audio/Visual**

2.1 Approximate number of publishers/distributors you can supply (by category):

2.2. Approximate number of titles you currently supply:

2.3. Types of materials you can supply (check all that apply):

\_\_\_\_\_ **Audio-** Music/Spoken Word

2.3.1 \_\_\_ Cassette Tapes  
\_\_\_ Compact Discs

- A) \_\_\_ Classical
- B) \_\_\_ Popular
- C) \_\_\_ Spoken Word

\_\_\_\_\_ **Video**

2.3.2 \_\_\_\_\_ VHS  
\_\_\_\_\_ DVD  
\_\_\_\_\_ Blu-Ray

- A) \_\_\_ Educational
- B) \_\_\_ Feature/Entertainment
- C) \_\_\_ Foreign
- D) \_\_\_ Instructional

1.4 Types of audience you can supply

\_\_\_\_\_ Children  
\_\_\_\_\_ Young Adult  
\_\_\_\_\_ Adult

### **LOT 3 - SOFTWARE**

3.1 Approximate number of publishers/distributors you can supply (by category):

3.2. Approximate number of titles you currently supply:

3.3. Types of materials you can supply (check all that apply):

- Library
- Business
- Home
- Educational
- Games

3.4 Types of audience you can supply

- Children
- Young Adult
- Adult

### **LOT 4 – E- BOOKS**

4.1 Approximate number of publishers/distributors you can supply (by category):

4.2. Approximate number of titles you currently supply:

4.3. Types of materials you can supply (check all that apply):

- |                                          |                                        |
|------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Fiction         | <input type="checkbox"/> Backlist      |
| <input type="checkbox"/> Nonfiction      | <input type="checkbox"/> Out-of-Print  |
| <input type="checkbox"/> Reference       | <input type="checkbox"/> Continuations |
| <input type="checkbox"/> Current/Popular |                                        |

4.4 Types of audience you can supply

- Children
- Young Adult
- Adult

4.5 Are you able to provide integrated search and access to full text on the same platform and user interface for both eBooks and databases?

4.6 Are your eBooks maintained on a third party dark archive, from which they could be made accessible in the event your platform ceases to exist?

4.7 For purchased eBooks, are there limits to the number of times per year any given title can be accessed or loaned?

4.8 Do you offer eBook download (download of entire eBooks)?

4.8a Is there additional cost to enable download?

4.8b Is the checkout period configurable by the library? To what extent?

4.8c Is maximum simultaneous checkouts per user configurable?

4.8d Do you offer holds functionality?

4.9 For purchased eBooks, what concurrent user options do you offer? If multiple, please specify number of concurrent users.



**General questions pertaining to all formats.**

1. Are you the sole source of any material offered? Yes\_\_\_\_ No\_\_\_\_

If yes, describe:

2. Do you supply country of foreign publishers? Yes\_\_\_\_ No\_\_\_\_

If yes, describe:

3. Provide evidence that demonstrates that your company maintains sufficient inventory to supply up to 10 copies of most titles without backordering.

4. Describe how data about publishers/producers/distributors, titles, and availability are made available to customers.

5. Do you offer an electronic system for placing orders and performing related services?  
Yes\_\_\_ No\_\_\_\_\_

If yes, describe costs and what equipment, etc., is needed by MALIA libraries to participate.

6. Do you support online order transfer from the local library's acquisition system?  
Yes\_\_\_ No\_\_\_\_\_

**Cross out the items not covered:** adult trade hardcover, quality paperbacks, mass-market paperbacks, pre-bound paperbacks; juvenile trade hardcover, publishers' library bindings, pre-bound books; university press trade and non-trade; serial book continuations; reference works; audio (spoken word), audio (music), video, software, CD-ROM.

If yes, what equipment, etc., is needed by libraries to participate?

7. Do you require a minimum order requirement including, rush orders? Yes\_\_\_ No\_\_\_

If yes, describe:

8. Do you accept telephone-ordering and/or E-mail for rush orders? Yes\_\_\_ No\_\_\_

If yes, describe:

9. Do you assess a service charge for any item ordered on behalf of the library?  
Yes\_ **X** \_\_\_ No\_\_\_\_\_

If yes, how is charge calculated and on what items?

10. Do you offer continuation service for serial books? Yes\_\_\_ No\_\_\_

If yes, describe how you accomplish the goal of providing additional titles in a series and any limit on the service.

11. Do you offer leasing programs for books, audiobooks (CD or cassettes), music CDs, or video recordings (DVD or VHS)? Yes\_\_\_ No\_\_\_

If yes, describe the services offered.

12. Reports: Describe the types and formats of reports that can be generated, schedule for supplying routine reports, list any costs, and **include sample copies**.

12.1. Management reports: Examples include shipment history, title reports, etc.

12.2. Status Reports: When materials cannot be shipped immediately, contractor will supply status reports within 7 days of receipt of an order detailing out of print, out of stock indefinitely, out of stock temporarily, publication cancelled, not yet published, etc. Yes\_\_\_ No\_\_\_

Remarks:

12.3. Cancellation Reports: Contractor will report which titles cannot be supplied within 120 days of receipt of order. Yes\_\_\_ No\_\_\_

Remarks:

12.4. Annual Reports: Contractor will provide to the library annual report details, including number of items shipped; total net dollars invoiced for products shipped; total list price dollars for products shipped; net unit item price for products shipped; average number of copies per title ordered; percentage of purchase by category outline in Attachment C. Yes\_\_\_ No\_\_\_

Remarks:

12.5. Invoices: Invoices will be as stated below unless otherwise indicated under Remarks.

12.5.1. Describe the types and formats of reports of billing procedures and options for varying invoices depending upon needs of individual MALIA member library.

Remarks:

12.5.2 Invoices will list code(s), applied line item, to indicate discount category (e.g., "T" for trade discount, "A" for academic, "J" for juvenile, etc.). Yes\_\_\_ No\_\_\_

Remarks:

12.5.3. Contractor will issue separate invoices for each purchase order and reference the purchase order on each invoice. Yes\_\_\_ No\_\_\_

Remarks:

13. Fulfillment: Fulfillment will be as stated below unless otherwise specified under Remarks.

13.1. Contractor will ship 50% of order from stock within 14 days of receipt of order.  
Yes\_\_\_ No\_\_\_\_\_

Remarks:

13.2. Contractor will ship 95% of each order within 120 days of receipt of order.  
Yes\_\_\_ No\_\_\_\_\_

Remarks:

13.3. Contractor will supply materials that are not currently available from publishers within 120 days of receipt of order. Yes\_\_\_ No\_\_\_\_\_

Remarks:

13.4. The library may cancel any title that is not received within 90 days of order date.  
Yes\_\_\_ No\_\_\_\_\_

Remarks:

14. Accuracy: Accuracy will be as stated below unless otherwise indicated under Remarks.

14.1. 99% of materials shipped will be the correct title, edition, and number of copies.  
Yes\_\_\_ No\_\_\_\_\_

Remarks:

14.2. Contractor will supply the latest edition of a title unless an earlier edition is specified.  
Yes\_\_\_ No\_\_\_\_\_

Remarks:

14.3. Binding supplied will be as specified in the order. Yes\_\_\_ No\_\_\_

Remarks:

15. Multiple Copies: Multiple copies of a title will be shipped together. Back-orders of parts of a multiple-copy title are not acceptable. Yes\_\_\_ No\_\_\_

Remarks:

16. Packaging: Each package will indicate the library's purchase order number, and only one purchase order may be represented in each package. Yes\_\_\_ No\_\_\_

Remarks:

17. Packing Slips: A packing slip that duplicates the invoice will accompany each shipment. Yes\_\_\_ No\_\_\_

Remarks:

18. Defective Material: The library reserves the right to return defective material at the contractor's expense. **There should be no exceptions to this.** Yes\_\_\_ No\_\_\_

Remarks:

19. Returns: All returns will be scheduled by the contractor for pick-up via UPS. Yes\_\_\_ No\_\_\_

Remarks:

20. Credits: Contractor will provide self-credit system for library to facilitate returns.  
Yes\_\_\_ No\_\_\_

If yes, outline details.

Remarks:

21. Shipping: Contractor shall specify how shipping charges, if any, will be determined and shall indicate estimate cost of shipping for dollar amount of purchase order.

Remarks:

22. Service Charge: The contractor shall describe the type of service fees levied for handling a MALIA account.

Remarks:

23. Multiple Accounts: Contractor will provide at least 20 separate accounts for a given library. Materials in these accounts will be ordered separately and must be shipped and invoiced separately. Yes\_\_\_ No\_\_\_

Remarks:

24. Other Services: Specify other services provided.

25. Service Requirements Not Met: If not covered under the sections above, list any specifications in this document that our company will be unable to meet. If you propose to meet service needs in an alternative fashion, give the alternative.



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**ATTACHMENT C**

**PRICING FOR OFFER CONSIDERATION**  
**Discounts for Library and Staff Orders**

Offerors shall return a completed copy of this attachment with their proposals. If pricing differs by type of library (public academic, school, special, or state agency), the contractor shall submit a separate copy of this attachment and specify the type of library for which pricing is proposed.

MALiA desires an attractive, predictable pricing structure and, at the same time, a high level of order fulfillment. Accordingly, MALiA seeks to select one or more primary contractors as well as one or more secondary contractors.

All discounts quoted will be applied to the publishers' lowest list price in effect at the time of shipment and exclude freight-pass-through pricing.

All discounts will apply to all shipments, including backorders, for each order placed by the library.

Participating libraries reserve the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.

**MATERIAL**

**DISCOUNT / PRICING**

LIBRARY TYPE (specify): \_\_\_Public \_\_\_ Academic \_\_\_School \_\_\_Special \_\_\_ State Agency

1. Books (Reference LOT 1)	1 Copy	2+ Copy
1.1. Adult Trade Hardcover Bindings		
1.1.1. Fiction	_____	_____
1.1.2 Non-fiction	_____	_____
1.2. Paperbacks		
1.2.1. Quality	_____	_____
1.2.2. Mass-market	_____	_____
1.2.3. Pre-bound	_____	_____
1.2.4. Time required to ship prebound orders:		

MATERIAL

DISCOUNT / PRICING

1.3. Juvenile Titles

1.3.1. Trade hardcover bindings \_\_\_\_\_

1.3.2. Publishers' library bindings \_\_\_\_\_

1.3.3. Reinforced bindings \_\_\_\_\_

1.3.4. Pre-bound books \_\_\_\_\_

1.3.5. Time required to ship prebound orders:  
\_\_\_\_\_

1.4. Small Press \_\_\_\_\_

1.5. University Press

1.5.1 Trade \_\_\_\_\_

1.5.2. Non-trade \_\_\_\_\_

1.6. Serial Books (continuations) \_\_\_\_\_

1.7 Reference materials \_\_\_\_\_

1.8. Cataloging and Processing - Include total support detail and brochures for these services

1.8.1. Complete cataloging and processing \_\_\_\_\_

1.8.2. Cataloging and processing without mylar jacket \_\_\_\_\_

1.8.3. Mylar jacket and kit, unfastened \_\_\_\_\_

1.8.4. Mylar jacket, fastened or unfastened \_\_\_\_\_

1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards) \_\_\_\_\_

1.8.6. Catalog card set \_\_\_\_\_

1.8.7. Machine-readable cataloging per record \_\_\_\_\_

1.8.8. Additional charges \_\_\_\_\_

1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick 2.15

1.8.10. Lighter laminate: \_\_\_\_\_

Describe & specify thickness: \_\_\_\_\_

MATERIAL

DISCOUNT / PRICING

1.8.11. Theft-detection devices: attached \_\_\_\_\_

1.8.12. Theft-detection devices: unattached \_\_\_\_\_

2. Audiovisual (Reference LOT 2)

2.1. Formats

2.1.1. Spoken word cassettes \_\_\_\_\_

2.1.2. Books on tape \_\_\_\_\_

2.1.3. Books on CD \_\_\_\_\_

2.1.4. Compact discs \_\_\_\_\_

2.1.5 Music cassettes \_\_\_\_\_

2.1.6 DVD \_\_\_\_\_

2.1.8 VHS \_\_\_\_\_

2.1.9 Blu-Ray \_\_\_\_\_

2.1.10 Others: \_\_\_\_\_

2.2. Performance rights

2.2.1. Public \_\_\_\_\_

2.2.2. Home use \_\_\_\_\_

2.3. Cataloging and Processing -

2.3.1. Catalog card sets \_\_\_\_\_

2.3.2. Machine-readable cataloging \_\_\_\_\_

2.3.3. Theft-detection devices \_\_\_\_\_

Provide complete information about what services are offered:

\_\_\_\_\_

3. Software (Reference LOT 3)

3.1. MAC \_\_\_\_\_

3.2. Windows \_\_\_\_\_

MATERIAL

DISCOUNT / PRICING

4.E-Books

4.1.. Fiction \_\_\_\_\_

4.2. Non-fiction \_\_\_\_\_

4.3 For purchased eBooks, what fees or other charges are applied in addition to the eBook title price? Which of these are paid up front? And which are recurring?

5. Delivery - INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination \_\_\_\_\_

5.1.2. Point of Shipment \_\_\_\_\_

5.2 Mode of shipment

**ATTACHMENT D**

**MALiA Membership 2016-2017**

Name	Member #	City, State
1. Albemarle Regional Library	1129	Winton, NC
2. Alexander County Library	1103	Taylorsville, NC
3. Alleghany Highlands Regional Lib./Charles P. Jones Memorial Library	1197	Covington, VA
4. Amherst County Public Library	1001	Amherst, VA
5. Anderson Public Library 2016-17	1278	Lawrenceburg, KY
6. Anne Arundel County Public Library	1293	Annapolis, MD
7. Appalachian Regional Library	1252	West Jefferson, NC
8. Appomattox Regional Library System	1002	Hopewell, VA
9. Arlington Public Library 2016-17	1288	Arlington, VA
10. Augusta County Library	1089	Fishersville, VA
11. Averett University Library	1093	Danville, VA
12. Bath County Memorial Library 2016-18 New	1291	Owingsville, KY
13. Bedford Public Library	1003	Bedford, VA
14. Belington Public Library	1251	Belington, WV
15. Benton County Public Library	1220	Camden, TN
16. BHM Regional Library	1258	Washington, NC
17. Blackwater Regional Library	1004	Courtland, VA
18. Blue Ridge Community College	1006	Weyers Cave, VA
19. Blue Ridge Regional Library	1007	Martinsville, VA
20. Bluefield College/Easley Library	1008	Bluefield, VA
21. Boone County Public Library	1263	Burlington, KY
22. Boone Madison Library	1239	Madison, WV
23. Botetourt County Library	1009	Roanoke, VA
24. Boynton Beach City Library	1265	Boynton Beach, FL
25. Bracken County Public Library 2016-17	1289	Brooksville, KY
26. Braswell Memorial Library	1155	Rocky Mount, NC
27. Brevard College, J.A Jones Library	1116	Brevard , NC
28. Bridgewater College /Alexander Mack Library/	1085	Bridgewater, VA
29. Bristol Public Library	1010	Bristol, VA
30. Buchanan County Public Library	1011	Grundy, VA
31. Buncombe County Public Libraries	1144	Asheville, NC
32. Caldwell County Public library	1101	Lenoir, NC

33.Campbell County Public Library	1012	Rustburg, VA
34.Cape Fear Community College	1188	Wilmington, NC
35.Caroline Library, Inc.	1112	Bowling Green, VA
36.Carroll County High School	1015	Hillsville, VA
37.Caswell County Public Library	1200	Yanceyville, NC
38.Catawba County Library System	1270	Newton, NC
39.Central Rappahannock Regional Library	1016	Fredericksburg, VA
40.Central Virginia Community College Library	1094	Lynchburg, VA
41.Chapel Hill Public Library	1141	Chapel Hill, NC
42.Charlotte County Library	1194	Charlotte Court House, VA
43.Charlotte Mecklenburg Library	1130	Charlotte, NC
44.Chatham County Public Library System	1271	Pittsboro, NC
45.Chesapeake Public Library	1107	Chesapeake, VA
46.Chesterfield County Public Library	1084	Chesterfield, VA
47.Chesterfield County Public Schools	1189	Midlothian, VA
48.Christopher Newport University/Tribble Library	1213	Newport News, VA
49.Clarksburg-Harrison Public Library	1234	Clarksburg, WV
50.Clarksville-Montgomery County Public Library	1241	Clarksville, TN
51.Cleveland County Memorial Library	1123	Shelby, NC
52.Clifton Forge Public Library	1145	Clifton Forge, VA
53.College of William & Mary/Wolf Law Library	1149	Williamsburg, VA
54.Colonial Heights Public Library	1017	Colonial Heights, VA
55.Craft Memorial Library	1190	Bluefield, WV
56.Craig County Public Library	1115	New Castle, VA
57.Culpeper County Library	1114	Culpeper, VA
58.Cumberland County Public Library	1275	Burkesville, KY
59.Cumberland County Public Library	1111	Cumberland, VA
60.Danville Community College	1019	Danville, VA
61.Danville Public Library	1020	Danville, VA
62.Davidson County Public Library	1152	Lexington, NC
63.Davie County Public Library	1212	Mocksville, NC
64.Delray Beach Public Library	1273	Delray Beach, FL
65.Duplin County Public Library	1139	Kenansville, NC
66.Durham Technical Community College	1191	Durham, NC
67.East Albemarle Regional Library	1186	Elizabeth City, NC
68.Eastern Shore Community College	1193	Melfa, VA

69. Eastern Shore Public Library	1022	Accomac, VA
70. ECPI University	1268	Virginia Beach, VA
71. Elizabethton/Carter County Public Library	1172	Elizabethton, TN
72. Emory & Henry College	1023	Emory, VA
73. Essex Public Library	1113	Tappahonnock, VA
74. Falkville Public Library	1260	Falkville, AL
75. Farmville Public Library	1224	Farmville, NC
76. Fauquier County Public Library	1024	Warrenton, VA
77. Fauquier County Public Schools	1185	Warrenton, VA
78. Ferrum College/Thomas Stanley Library	1025	Ferrum, VA
79. Floyd County Public Library	1238	Prestonburg, KY
80. Fontana Regional Library	1173	Bryson City, NC
81. Franklin County Library	1171	Louisburg, NC
82. Franklin County Public Library	1026	Rocky Mount, VA
83. Galax-Carroll Regional Library	1027	Galax, VA
84. Garrard County Public Library	1250	Lancaster, KY
85. Gaston County Public Library	1147	Gastonia, NC
86. Germanna Community College	1118	Locust Grove, VA
87. Gibsonville Public Library	1255	Gibsonville, NC
88. Gloucester County Library	1087	Gloucester, VA
89. Grant County Public Library	1254	Williamstown, KY
90. Graves County Public Library	1233	Mayfield, KY
91. Greensboro Public Library	1143	Greensboro, NC
92. Greenup County Public Library	1285	Greenup, KY
93. Halifax County-South Boston Public Library	1028	Halifax, VA
94. Hampden-Sydney College	1096	Hampden-Sydney, VA
95. Hampshire County Public Library	1243	Romney, WV
96. Hampton Public Library	1092	Hampton, VA
97. Handley Regional Library	1099	Stephens City, VA
98. Hanover County Public Schools	1136	Ashland, VA
99. Hardin County Public Library	1279	Elizabethtown, KY
100. Hardy County Public Library	1196	Moorefield, WV
101. Haywood County Public Library	1170	Waynesville, NC
102. Heartland Library Cooperative	1264	Okeechobee, FL
103. Henrico County Public Library	1018	Henrico, VA
104. Henrico County Public Schools	1135	Henrico, VA
105. Henry County Public Library	1276	Eminence, KY
106. Heritage Public Library	1029	Providence Forge, VA

107.	Hickory Public Library	1256	Hickory, NC
108.	Hocutt-Ellington Memorial Library	1214	Clayton, NC
109.	Hopkinsville Christian County Public Library 16-17	1287	Hopkinsville, KY
110.	J. Sargeant Reynolds Community College	1030	Richmond, VA
111.	James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
112.	James W. Curry Public Library	1269	French Creek, WV
113.	Jefferson Madison Regional Library	1031	Charlottesville, VA
114.	Jessamine County Public Library	1210	Nicholasville, KY
115.	John Tyler Community College Library	1032	Chester, VA
116.	Kanawha County Public Library	1236	Charleston, WV
117.	Keyser-Mineral County Public Library	1218	Keyser, WV
118.	King University	1034	Bristol, TN
119.	Laurel County Public Library	1242	London, KY
120.	Lee County Library	1272	Sanford, NC
121.	Library of Virginia	1134	Richmond, VA
122.	Lincoln County Public Library	1245	Stanford, KY
123.	Lincoln County Public Library	1128	Lincolnton, NC
124.	Linebaugh Public Library System	1228	Murfreesboro, TN
125.	Logan County Public Library	1232	Russellville, KY
126.	Lonesome Pine Regional Library	1036	Wise, VA
127.	Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
128.	Lunenburg County Public Library	1253	Victoria, VA
129.	Lynchburg College/Knight-Capron Library	1226	Lynchburg, VA
130.	Lynchburg Public Library	1038	Lynchburg, VA
131.	Madison County Public Library	1225	Richmond, KY
132.	Maitland Public Library	1290	Maitland, FL
133.	Marion County Public Library	1281	Fairmont, WV
134.	Mary Riley Styles Public Library	1039	Falls Church, VA
135.	Mary Wood Weldon Memorial Library	1277	Glasgow, KY
136.	Mason County Public Library	1211	Point Pleasant, WV
137.	Mauney Memorial Library	1133	Kings Mountain, NC
138.	McCreary County Public Library	1284	Whitley City, KY
139.	McDowell County Public Library	1146	Marion, NC
140.	Mecklenburg County Public Library	1126	Boydton, VA
141.	Mecklenburg County Sheriff's Office	1231	Charlotte, NC



Libraries			
142.	Meherrin Regional Library	1040	Lawrenceville, VA
143.	Menifee County Public Library	1246	Frenchburg, KY
144.	Middlesex County Public Library	1104	Urbanna, VA
145.	Montgomery County Public Library	1235	Mt. Sterling, KY
146.	Montgomery County Public Schools	1090	Christiansburg, VA
147.	Montgomery-Floyd Regional Library	1041	Christiansburg, VA
148.	Mooneyham Public Library	1174	Forest City, NC
149.	Morgantown Public Library	1208	Morgantown, WV
150.	Mountain Empire Community College/Wampler Library	1042	Big Stone Gap, VA
151.	New Hanover County Public Library	1216	Wilmington, NC
152.	New Martinsville Public Library	1205	New Martinsville, WV
153.	New River Community College	1091	Dublin, VA
154.	Newport News Public Library System	1044	Newport News, VA
155.	Norfolk Public Library	1045	Norfolk, VA
156.	Norfolk State University	1249	Norfolk, VA
157.	Norris Library Foundation, Inc.	1247	Rutherfordton, NC
158.	North Palm Beach Library 2016-17	1286	North Palm Beach, FL
159.	Northeast State Community College/Wayne G. Basler Library	1046	Blountville, TN
160.	Northern Virginia Community College	1132	Annandale, VA
161.	Northumberland Public Library	1047	Heathsville, VA
162.	Northwestern Regional Library	1165	Elkin, NC
163.	Nottaway County Public Library	1142	Crewe, Va
164.	Orange County Public Library	1125	Hillsborough, NC
165.	Orange County Public Library	1117	Orange, VA
166.	Pamunkey Regional Library	1048	Hanover, VA
167.	Paris-Bourbon County Library	1274	Paris, KY
168.	Patrick Henry Community College/Lester Library	1049	Martinsville, VA
169.	Paul Sawyier Public Library	1266	Frankfort, KY
170.	Pearisburg Public Library	1050	Pearisburg, VA
171.	Pender County Public Libraries	1138	Burgaw, NC
172.	Pendleton County Library	1183	Franklin, WV
173.	Pendleton County Public Library	1261	Falmouth, KY
174.	Perry Memorial Library	1223	Henderson, NC
175.	Petersburg Public Library System	1051	Petersburg, VA

176.	Piedmont Virginia Community College/Betty Sue Jessup Library	1102	Charlottesville, VA
177.	Pittsylvania County Public Library	1052	Chatham, VA
178.	Polk County Library Cooperative	1267	Bartow, FL
179.	Polk County Public Library	1184	Columbus, NC
180.	Poquoson Public Library	1053	Poquoson, VA
181.	Portsmouth Public Library	1127	Portsmouth, VA
182.	Powhatan County Public Library	1088	Powhatan, VA
183.	Prince William Public Library System	1054	Prince William, VA
184.	Public Library of Anniston-Calhoun County	1292	Anniston, AL
185.	Public Library of Johnston County & Smithfield/Selma is under this library as a branch. Number was 1166	1160	Smithfield, NC
186.	Pulaski County Library	1055	Pulaski, VA
187.	Pulaski County Public Library	1283	Somerset, KY
188.	Radford Public Library	1056	Radford, VA
189.	Raleigh County Public Library	1259	Beckley, WV
190.	Randolph County Public Library	1221	Asheboro, NC
191.	Randolph-Macon College/McGraw-Page Library	1058	Ashland, VA
192.	Rappahannock Community College	1097	Warsaw, VA
193.	Rappahannock County Library	1206	Washington, VA
194.	Richmond Public Library	1108	Richmond, VA
195.	Richmond Public Schools	1237	Richmond, VA
196.	Ritchie County Public Library	1177	Harrisville, WV
197.	Roanoke City Public Library	1109	Roanoke, VA
198.	Roanoke County Public Library	1059	Roanoke, VA
199.	Robeson County Public Library	1164	Lumberton, NC
200.	Rockbridge Regional Library	1120	Lexington, VA
201.	Rowan Public Library	1150	Salisbury, NC
202.	Russell County Public Library	1061	Lebanon, VA
203.	Salem Public Library	1063	Salem, VA
204.	Sampson-Clinton Public Library	1137	Clinton, NC
205.	Samuels Library	1064	Front Royal, VA
206.	Scotland County Memorial Library	1222	Laurinburg, NC
207.	Scott County Public Library	1262	Georgetown, KY
208.	Shenandoah County Library	1179	Edinburg, VA
209.	Sheppard Memorial Library	1182	Greenville, NC
210.	Smyth-Bland Regional Library	1066	Marion, VA

211.	Southern Pines Public Library	1158	Southern Pines, NC
212.	Southern Virginia University/Von Canon Library	1204	Buena Vista, VA
213.	Southside Regional Jail Library	1187	Emporia, VA
214.	Southside Virginia Community College	1203	Keysville, VA
215.	Southwest Virginia Community College	1067	Cedar Bluff, VA
216.	Spindale Public Library	1163	Spindale, NC
217.	Stanly County Public Library	1195	Albemarle, NC
218.	State Library of North Carolina	1248	Raleigh, NC
219.	Staunton Public Library	1068	Staunton, VA
220.	Suffolk Public Library	1069	Suffolk, VA
221.	Sullivan County Public Library	1070	Blountville, TN
222.	Tazewell County Public Library	1071	Tazewell, VA
223.	Temple Rodef Shalom Library	1257	Falls Church, VA
224.	Tennessee State Library & Archives	1199	Nashville, TN
225.	Thomas Jefferson Library	1280	Falls Church, VA
226.	Thomas Nelson Community College	1072	Hampton, VA
227.	Tidewater Community College	1100	Norfolk, VA
228.	Transylvania County Library	1156	Brevard, NC
229.	Union County Public Library	1140	Monroe, NC
230.	University of Virginia's College at Wise/Wyllie Library	1124	Wise, VA
231.	Upshur County Public Library	1244	Buckhannon, WV
232.	Vienna Public Library	1192	Vienna, WV
233.	Virginia Beach Public Library	1073	Virginia Beach, VA
234.	Virginia Department of Corrections-All Facilities	1201	Richmond, VA
235.	Virginia Highlands Community College	1075	Abingdon, VA
236.	Virginia State University/Johnston Memorial library	1198	Petersburg, VA
237.	Virginia Western Community College	1077	Roanoke, VA
238.	Warren County Memorial Library	1217	Warrenton, NC
239.	Washington County Public Library	1078	Abingdon, VA
240.	Wayne County Public Library	1168	Goldsboro, NC
241.	Whitley County Public Library	1215	Williamsburg, KY
242.	Williamsburg Regional Library	1080	Williamsburg, VA
243.	Wilson County Public Library	1162	Wilson, NC
244.	Wolfe County Public Library	1282	Campton, KY
245.	Wythe-Grayson Regional Library	1098	Independence, VA

246.	Wytheville Community College Library	1082	Wytheville, VA

## ATTACHMENT E

### Small Business Subcontracting Plan

#### Definitions

**Small Business:** "Small business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**Women-Owned Business:** "Women-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**Minority-Owned Business:** "Minority-owned business" means a business that has been certified in accordance with Regulations governing Certification by the Virginia Department of Small Business and Supplier Diversity (DSBSD). Certification requirements can be found at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.DSBSD.virginia.gov](http://www.DSBSD.virginia.gov) (Customer Service).

Bidder Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

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

**Attachment F**

**REQUEST FOR PROPOSAL**

**Title: Library Materials**

**Mid-Atlantic Library Alliance, Inc. (MALiA)**

**ATTACHMENT F**

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The bidder:**

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):