LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

STANDARD CONTRACT
LVA-SUP-21-004

This Contract entered by Hollinger Metal Edge, Inc., 9401 Northeast Drive, Fredericksburg, VA 22408 hereinafter called the "Contractor" and Commonwealth of Virginia through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 hereinafter called the "Library".

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

SCOPE OF CONTRACT: The Contractor shall provide goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: July 1, 2021 through June 30, 2024 with two one-year optional renewals.

The contract documents shall consist of the following and will be incorporated herein:

1. This signed form,

2. The following portions of the Request for Proposals dated March 16, 2021, and
   a. The Statement of Needs
   b. The General Terms and Conditions
   c. The Special Terms and Conditions
   d. Attachment B
   e. Attachment C

3. The Contractor's Proposal dated April 7, 2021 and negotiation points May 25, 2021.

STATUS OF PERSONNEL: **MALiA** has been designated as the Library administrator for this Agreement.

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

	CONTRACTOR:	LIBRARY
Signature:	Mhaldonado	Connie B. Wanne
Title:	Customer Serv. Rep	Title: Deputy
Date:	June 7, 2021.	Date: 6/10/2021

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

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 *phone*
804.692.3976 *tyy*

Hollinger Metal Edge, Inc.

9401 Northeast Drive, Fredericksburg, VA 22408

Phone (800) 634-0491* Fax (800) 947-8814

May 25, 2021

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

RFP #: LVA-SUP-21-004

Dear Nancy,

Thank you for the opportunity.

I hereby address the issues in question by your Panel.

Panel would like clarification on whether the vendor offers electronic and print invoices?

Answer: Yes, we do.

Panel would like terms increased to Net 60.

Answer: Yes, we can make the terms Net 60

Panel would like discount rate increased to 20% for consumables, furniture and equipment

Answer: We will remain at 15% discount and free shipping

Panel would like the vendor's product catalog web address added to the proposal.

Answer: Yes, we can add the web address to the proposal.

Again, thank you for the opportunity. Please feel free to call should you have any questions or need other details

With kind regards,

Monica Maldonado

Commonwealth of Virginia

Sconzo, Nancy <nancy.sconzo@lva.virginia.gov>

Re: Hollinger

1 message

Love, Verniece <verniece.love@sbsd.virginia.gov> Fri, Apr 9, 2021 at 1:35 PM
To: "Sconzo, Nancy" <nancy.sconzo@lva.virginia.gov>

Hi Nancy,

That is correct. Hollinger Metal Edge Inc is not SWaM certified.

Please let me know if you have any other questions.

Best,

Verniece Love
Director of SWaM Certification
Virginia Department of Small Business & Supplier Diversity
101 N. 14th Street, 11th Floor
Richmond, VA 23219
Direct: (804) 786-3100
Main: (804) 786-6585
Fax: (804) 786-9736
Website: www.sbsd.virginia.gov

On Fri, Apr 9, 2021 at 1:34 PM Sconzo, Nancy <nancy.sconzo@lva.virginia.gov> wrote:

> Hi Verniece,
>
> When I tried to look up Hollinger Metal Edge I received this:
>
> **Tracking #: 655360** Please go to the **SWaM and DBE Directory** for more information.
>
> **Legal Business Name: HOLLINGER METAL EDGE INC**
>
> **Trade Name: HOLLINGER METAL EDGE INC**
>
> But when I go to the directory I cannot find anything. I'm assuming they are not SWaM, correct?
>
> thanks,
> Nancy Sconzo, VCO, VCA
> Contract and Procurement Manager
> Library of Virginia
> 804-692-3710
> 800 East Broad Street
> Richmond, VA 23219
> Nancy.Sconzo@lva.virginia.gov

REQUEST FOR PROPOSALS (RFP)

Issue Date: March 16, 2021 RFP #: LVA-SUP-21-004

Title: Library Supplies

Commodity Code: 71510, 52580

Issuing Agency: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALiA)
Purchasing Department
800 East Broad Street
Richmond, VA 23219

Period of Contract: July 1, 2021 through June 30, 2024 with two one-year optional renewals

Submission of Electronic Proposals via the eVA Website Will Be Received Until April 8, 2021 at 2:00 PM EST For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Nancy Sconzo nancy.sconzo@lva.virginia.gov . **No questions will be answered by phone or verbally. No questions will be accepted after 5:00 p.m. on March 23, 2021.**

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.

* Virginia Contractor License No. _____ * DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm:
HOLLINGER METAL EDGE, INC.
9401 NORTHEAST DRIVE
FREDERICKSBURG, VA Zip Code: 22408

Date: 4/07/2021
By: Monica Maldonado
(Signature In Ink)
Name: Monica Maldonado
(Please Print)
Title: Customer Service Representative
Telephone Number: (___) 800-634-0491

eVA Vendor ID or DUNS #:_____
Fax Number: (___) _____
E-mail Address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal

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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 supplies to member libraries of the Mid-Atlantic Library Alliance, Inc. (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: 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 249 libraries throughout the mid-Atlantic region, including Virginia, Tennessee, North Carolina, West Virginia, Kentucky, Alabama, Florida. Membership includes 203 public, 33 academic, 8 school, and 5 special libraries. See **Attachment D**: MALiA Member Libraries as of February 1, 2021 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 supplies budget per year is estimated at over $3,000,000.00. 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 NEEDS: The Contractor must be able to provide services necessary to fill orders for library supplies placed by any MALIA member library on a consistent basis during the term of the contract.

Library supplies are defined for the purpose of this RFP as:

Consumables, furniture, and equipment up to $10,000.00 per item that are used by the library to conduct business.

Type of supplies offered by the vendor and conditions of purchase covered under this Contract shall be explained fully in **Attachment B** Service Requirements Deemed Important in Consideration of Contractor Selection.

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 AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

RFP Issue Date	March 16, 2021
Submit Questions by	March 23, 2021
Response to questions posted by	March 26, 2021
URFP Due Date	April 8, 2021
Award of URFP	To Be Determined

All questions pertaining to this Unsealed Request for Proposal shall be submitted via email nancy.sconzo@lva.virginia.gov **No questions will be accepted after 5:00 p.m. on March 23, 2021.**

1. **RFP RESPONSE:** In order to be considered for selection, Offerors must submit a complete response contained in one single PDF to this RFP via the Commonwealth of Virginia's e-procurement website, eVa. Offerors that submit a proposal which contains **Proprietary** and/or **Confidential** information must also submit one additional electronic copy in which Proprietary and/or Confidential information is **REDACTED.** Redacted proposals shall be labeled as such.

   The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. LVA/MALiA will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror.

   ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED and shall be submitted through the eVA Procurement Portal. Proposals received via email and fax will not be accepted. If an Offeror requires assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov. No other distribution of the proposal shall be made by the Offeror.

   LATE RESPONSES WILL NOT BE ACCEPTED.

2. **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 that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those

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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, sub letter, 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 sub letter 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 an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the URFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (**Attachment G**)

B. <u>ORAL PRESENTATION</u>:

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Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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. The issuing agency will schedule the time and location of these presentations. Oral presentations are **an option** of the purchasing agency and **may or may not** be conducted.

C. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that LVA may properly evaluate your capabilities to provide the required goods/services. Offerors shall submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Completed Offeror Data Sheet (**Attachment A**)

3. Fill out Service Requirement Deemed Important in Consideration of Contractor Selection (**Attachment B**)

4. Offeror Discount Pricing Sheet (**Attachment C**)

5. Small Business Subcontracting Plan (**Attachment E**)

6. Fill out Virginia State Corporation Commission (SCC) Registration information **(Attachment F)**

7. Fill out Proprietary/Confidential Information Identification **(Attachment G)**

8. Must be eVA registered and SBSD certified prior to closing date.

V. EVALUATION AND AWARD CRITERIA

RFP Reference	Evaluation Criteria	Max Possible Score
Attachment A Offeror Data Sheet, Attachment B Service Requirements, I	Company Data	10
Attachment B Service Requirements, II	Orders	15
Attachment B Service Requirements, III	Invoicing	15
Attachment B Service Requirements, IV	Overall Cost Considerations	20
Attachment B Service Requirements, V	Customer Service	20
Attachment E Small Business Subcontracting Plan	SWaM	20
	TOTAL	**100**

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B. AWARD OF CONTRACT - see Award Term in Special Terms and Conditions Section VIII – A

VI. REPORTS:

A. Annual report for total usage, as described in Attachment B, V. Customer Service, #9.

B. Use of Subcontractors

If the Offeror intends to use subcontractors to perform any portion of the work described in the RFP, the Offeror must clearly state so. LVA/MALiA is placing increased emphasis on its SWaM (Small, Women and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify and list any such opportunities that your firm would commit to if awarded this contract in Attachment E Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minority. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract.

By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposal will ultimately result in rejection of the Proposal.

C. Report on the Participation of Small Businesses and Businesses Owned by Women and Minorities
Unless the Contractor is a DSBSD certified small business, the Contractor shall submit annual reports on the direct involvement of DSBSD certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses based on the Contractor's commitment for utilization of SDBSD SWaM business.
The Contractor shall provide this information electronically to:

Nancy Sconzo
Office of Finance
Nancy.Sconzo@lva.virginia.gov

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly.

VII. 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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.eva.virginia.gov under "I Sell To Virginia".

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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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

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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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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 the requirements of this section.

   d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

   e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

   f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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:** Applicable for all contracts over $10,000:

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By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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:** 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

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(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

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

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

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

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior

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written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the 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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

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 equivalent 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 (bid/proposal) that the product offered is an equivalent product, such (bid/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

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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 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:

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 and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

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

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) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000:

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, sexual orientation, gender identity, 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, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors

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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.

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 the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BB. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

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VIII. SPECIAL TERMS AND CONDITIONS:

A. 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 reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). 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.

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. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time 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 and upon mutual agreement of the contractor. 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.

D. 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 also be terminated by the contractor, 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.

E. 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.

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

G. eVA ORDERS AND CONTRACTS: The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to 15TUeVA-catalog-manager@dgs.virginia.govU15T

H. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

I. 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.

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J. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

K. CONTINUITY OF SERVICES:

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii). To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a 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 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 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 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.

M. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. 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.

O. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :

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A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. 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 and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No 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.

B. Evidence of Compliance with Small Business Subcontracting Plan**:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution annual reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. 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. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency institution on an annual basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on an annual basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

P. 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.

Q. CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency and its designees, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

IX. ATTACHMENTS:

A. Offeror Data Sheet
B. Service Requirements Deemed Important in Consideration of Contractor Selection
C. Offeror Discount Pricing List
D. MALiA Member Listing
E. Small Business Subcontracting Plan
F. Virginia State Corporation Commission (SCC) Registration information
G. Proprietary/Confidential Information Identification

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Attachment A

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: HOLLINGER METAL EDGE, INC. Phone: 800-634-0491

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
   76 Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: 188265342

   Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.

A. Company: LIBRARY OF CONGRESS Contact: NEED TO OBTAIN PERMISSION TO DISCLOSE-WILL OBTAIN IF AWARDED
   Phone: ( ) email:
   Project: CONTRACTS ON HIGH DENSITY BOOK TOTE BOXES AND MISC. LIBRARY SUPPLIES FOR PRESERVATION AND CONSERVATION DEPT
   Dates of Service: IN PROCESS $ Value: MAY VARY DEPENDING ON DEMAND $300,000.00-$500,000.00 (MULTI YEAR CONTRACT)

B. Company: NATIONAL ARCHIVES AND RECORDS ADMINISTRATION Contact: NEED TO OBTAIN PERMISSION TO DISCLOSE-WILL OBTAIN IF AWARDED
   Phone: ( ) email:
   Project: ACID FREE DOCUMENT STORAGE BOXES FOR ARCHIVES
   Dates of Service: IN PROCESS $ Value: MAY VARY DEPENDING ON DEMAND $300,000.00-$500,000.00 (MULTI YEAR CONTRACT)

C. Company: STANFORD UNIVERSITY Contact: NEED TO OBTAIN PERMISSION TO DISCLOSE-WILL OBTAIN IF AWARDED
   Phone: ( ) email:
   Project:
   Dates of Service: IN PROCESS $ Value: $53,000.00

D. Company: UNIVERSITY OF LAS VEGAS-NEVADA Contact: NEED TO OBTAIN PERMISSION TO DISCLOSE-WILL OBTAIN IF AWARDED
   Phone: ( ) email:
   Project:
   Dates of Service: IN PROCESS $ Value: $25,000.00

I certify the accuracy of this information.

Signed: *Monica Maldonado* Title: Customer Service Representative Date: 4/07/2021

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Attachment B

Service Requirements Deemed Important in Consideration of Vendor Selection

Offerors shall return a completed copy of this attachment with their proposals, fully addressing each requirement/question. Additional documents may be attached only if necessary.

I. COMPANY DATA

1. What type of supplies does the vendor offer to libraries? Please address consumables, furniture, and equipment up to $10,000 per item that are used by libraries to conduct business.

   HOLLINGER METAL EDGE, INC., MANUFACTURES AND DISTRIBUTES ARCHIVAL SUPPLIES FOR CONSERVATION AND PRESERVATION OF ARTIFACTS

2. How long has the vendor offered the types of library supplies mentioned in question #1?

   WE HAVE BEEN IN BUSINESS SINCE 1945

3. What is the vendor's total staff size and where are they located?

   CURRENTLY WE HAVE 23 EMPLOYEES. WE ARE LOCATED IN FREDERICKSBURG, VA.

4. Specify the general qualifications and training of the staff who would be working with MALiA libraries on supplies and related services.

   OUR STAFF IS KNOWLEDGEABLE ON ALL PRODUCTS WE CARRY AND CAN PROVIDE GUIDANCE WHEN NEEDED. WE CAN ALSO ASSIST IN DEVELOPING NEW PRODUCT FOR SPECIAL PROJECTS

5. What is the approximate number of libraries the vendor serves in each of the following categories?

   Academic_____ Public_____ Special_____ School_____

   SORRY, UNABLE TO BE PRECISE. 95% OF OUR CUSTOMERS ARE LIBRARIES, SCHOOLS, MUSEUMS, HISTORICAL SOCIETIES.

6. What is the approximate number of manufacturers the vendor represents?

   WE REPRESENT APPROXIMATELY 75-80 DIFFERENT MANUFACTURERS

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7. Include a statement regarding the financial condition of the vendor. This statement could be a financial investment prospectus, a statement of financial solvency from the vendor major lender, or an internal auditor's report. A letter of credit from a financial institution would also be relevant.

WE ARE AN INDEPENDENT STABLE SOLE PROPRIETER CORPORATION

8. What distinguishes the vendor from other vendors of its kind?

WE ARE A CUSTOMER DRIVEN BUSINESS AND GROW OUR CATALOG INVENTORY THROUGH THE MANY SUGGESTIONS WE RECEIVE FROM OUR CUSTOMERS. OUR CUSTOMER SERVICE TEAM IS AVAILABLE TO HELP AND ENSURE YOU GET THE RIGHT PRODUCT FOR YOUR PROJECT. IF WE DON'T HAVE YOU THE CUSTOMER NEEDS AND WE CAN MAKE IT, WE WILL.

9. Are there other aspects of company data the vendor would like to comment on that have not been thoroughly covered in this section?

OUR COMMITMENT TO OUR CUSTOMERS IS OUR MAIN PRIORITY

II. ORDERS

1. Describe the methods available to member libraries for placing and tracking orders. If the vendor offers online ordering from its website, provide the web address of the online ordering application.

YES, YOU MAY PLACE ORDERS THROUGH OUR WEBSITE AT WWW.HOLINGERMETALEDGE.COM. YOU MAY ALSO CALL YOUR ORDER IN THROUGH THE VARIOUS LAND LINES AND TOLL FREE NUMBERS.
540-898-7300
323-721-7800
800-862-2228
800634-0491
YOU CAN ALSO FAX YOUR ORDERS IN 800-947-8814- TO TRACK YOUR ORDER, YOU MAY CALL AND ONE OF OUR REPRESENTATIVES WILL ASSIST WITH THE DETAILS

2. If member libraries will be able to do online ordering, will the appropriate discount rate offered to MALiA libraries be applied at time of order entry?

YES. ONCE AWARDED, WE WILL SET UP A SPECIAL CODE FOR MEMBERS TO USE

3. What is the vendor's usual turn-around time from order receipt to shipment?

IT CAN TAKE ANYWHERE FROM 3 TO 7 DAYS, DEPENDING ON THE DEMAND AT THE TIME, IF THE PRODUCT IS IN STOCK, OR IF IT NEEDS TO BE MANUFACTURED

4. Describe the vendor's process when an item is not available at the time an order is placed.

IF THE ITEM IS NOT IN STOCK AND WE MANUFACTURE IT, WE WILL DO A WORK ORDER TO HAVE THE PRODUCT RUN. IF ITS A BUY OUT ITEM, WE WILL ISSUE A PURCHASE ORDER TO OUR SUPPLIER TO REPLENISH OUR INVENTORY.

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5. Will the vendor accept rush orders? How does the vendor define “rush”?

THOUGH WE TRY TO SHIP OUT ALL ORDERS WITH IN A FEW DAYS, IF AN ORDER NEEDS TO BE RUSHED, WE WILL TRY TO MEET CUSTOMER'S NEEDS BY ANY WAY POSSIBLE. IF WE CAN SHIP OUT THE SAME OR NEXT DAY WE RECEIVE THE REQUEST, WE WILL. IN SOME CASES, IF ITS A LARGE ORDER THAT NEEDS TO BE PRODUCED AND RUN THROUGH SPECIAL EQUIPTMENT FOR PRODUCTION, THAT MAY TAKE A FEW DAYS DUE TO THE NATURE OF THE PRODUCTION STEPS. NONE THE LESS, WE MAKE EVERY EFFORT TO MEET CUSTOMER'S NEEDS.

6. Does the vendor have a minimum order requirement, including for rush orders? If yes, please explain.

NO, THERE IS NO MINIMUM DOLLAR AMOUNT, FOR RUSH OR REGULAR ORDERS.

7. Member libraries reserve the right to obtain supplies from another source if the vendor is not able to provide them in a timely manner. If unable to supply an order within thirty (30) days, will the vendor notify member libraries and state the reason for nonfulfillment?

IF THERE IS A DEADLINE OR A TIME FRAME FOR A PROJECT, WE WILL APPRECIATE NOTIFICATION OF THIS SO THAT WE CAN PAY PARTICULAR ATTENTION TO YOUR NEEDS. IF THERE IS A SITUATION WHERE PRODUCT WILL TAKE LONGER THAN NORMAL TO OBTAIN, WE DO TRY TO REACH OUT TO CUSTOMERS AND EXPLAIN THE REASON FOR DELAY.

8. If orders are not delivered on-time according to the delivery estimates provided to customers, what customer options are available?

WE TRY TO PROVIDE THE PRODUCT TO MEET CUSTOMERS NEEDS. THE OPTIONS WILL DEPEND ON THE PRODUCT NEEDED AND ALTERNATIVES AVAILABLE- EACH CASE WOULD BE DIFFERENT

9. Will each vendor shipment represent items from only one purchase order, and include a packing slip that also shows the expected ship date of any backordered items?

WE NORMALLY SHIP EACH ORDER INDIVIDUALLY, UNLESS OTHERWISE INSTRUCTED TO DO SO. A PACKING SLIP IS NORMALLY ATTACHED TO ONE OF THE SHIPPING CASES TO IDENTIFY THE CONTENTS OF THE SHIPMENT. IF THERE IS A BACKORDER, IT WILL BE NOTED ON THE PACKING SLIP AS WELL.

10. Describe the process by which a member library obtains quotes.

MEMBERS CAN OBTAIN A QUOTATION BY CALLING US, EMAIL VIA OUR INFO@METALEDGEINC.COM, ADDRESS OR THROUGH OUR ONLINE WEBSITE

11. When can a supply order be canceled? Are there restrictions? If so specify.

YOU MAY CANCEL ANY REGULAR STOCK ITEM AT ANYTIME AS LONG AS THE ORDER HASN'T BEEN SHIPPED. CUSTOM ITEMS ARE A BIT MORE COMPLICATED AND DEPENDS HOW FAR PRODUCTION IS FROM COMPLETION.

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12. Are there other aspects of orders the vendor would like to comment on that have not been thoroughly covered in this section?

NONE

III. INVOICING

1. Within how many days after the vendor's receipt of a supplies order should a library expect an invoice?

WE WILL NOT INVOICE THE CUSTOMER UNTIL AFTER THE ORDER SHIPS. WE WILL NORMALLY MAIL THE INVOICE 24-48 HOURS AFTER SHIPMENT IS DONE

2. Describe the vendor's invoicing practices in detail.

WE WILL INVOICE THE ORDER AFTER THE ORDER SHIPS. NORMALLY WITHIN 24-48 HOURS. WE WILL MAIL THE INVOICE AND THEY ARE TO BE PAID NET 30 DAYS AFTER RECEIPT. AT TIMES, WE UNDERSTAND THE RECEIVING OF THE GOODS MAY TAKE LONG AND WE WILL ACCOUNT THE 30 DAYS AFTER RECEIPT OF THE GOODS BY CUSTOMER.

3. How are discounts, credits, and service charges shown on invoices? Provide a sample itemized invoice with these items.

OUR INVOICES SHOW THE QUANTITY BEING PURCHASED, THE ITEM, DESCRIPTION AND PRICE PER LINE ITEM. THE PRICE SHOWN WILL BE THE PRICE AFTER THE DISCOUNT IS APPLIED. CREDITS ARE DONE PER SITUATION; IF AN INVOICE HAS A CREDIT TO BE APPLIED, IT WILL BE SHOWN AS A SEPARATE LINE ITEM.

4. Is the vendor able to setup multiple accounts for a given library so that items ordered for each account can be invoiced and shipped separately to different library addresses?

YES, WE CAN SET UP DIFFERENT ACCOUNTS PER REQUEST

5. Is a penalty imposed for late payment of an invoice? If yes, indicate the time period and amount of the penalty.

NO, NO PENALTY WILL BE IMPOSED FOR LATE PAYMENT

6. Does the vendor accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge?

WE WILL NOT IMPOSE AN EXTRA CHARGE FOR PAYMENTS MADE WITH CREDIT CARDS.

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7. Are there other aspects of invoicing the vendor would like to comment on that have not been thoroughly covered in this section?

NONE

IV. OVERALL COST CONSIDERATIONS

1. Describe the vendor's discount options (e.g. discounts for prepayment/volume purchasing/late deliveries, etc.) available to member libraries.

UNFORTUNATELY, AS WE WILL BE OFFERING A SET DISCOUNT, OTHER THAN THE QUANTITY PRICE BREAK GIVEN PER ITEM, THERE WILL NOT BE ADDITIONAL DISCOUNTS FOR PREPAYMENT OR LATE DELIVERIES

2. On Attachment C, "Offeror Discount Pricing Sheet," list the discount rates the vendor will provide to MALiA libraries over the contract period.

WE WILL BE OFFERING A 15% DISCOUNT WITH FREE BASIC SHIPPING *
*(AIR SHIPMENTS NOT INCLUDED NOR ACCESSORIALS IF SHIPPING VIA TRUCK)

3. Describe vendor charges associated with rush orders, including any additional special handling charges for expedited rush materials (e.g. overnight, two-day, etc.).

NO EXTRA CHARGES WILL BE ADDED FOR EXPEDITING THE PRODUCTION OF YOUR ORDER. THE SHIPPING COST WILL BE CHARGED TO CUSTOMER DEPENDING ON THE SHIPPING SERVICE REQUIRED.

4. Will the vendor provide free shipping? If no, describe how shipping charges will be calculated.

BASIC FREE SHIPPING WILL BE PART OF OUR PROPOSAL. AIR SHIPMENTS NOT INCLUDED NOR ACCESSORIAL CHARGES IF SHIPPING VIA TRUCK REQUIRING SPECIAL SERVICES., I.E. APPOINTMENT, LIFT GATE, PALLET JACK, INSIDE DELIVERY.

5. Describe any additional types of service or other fees the vendor will charge.

NONE, OTHER THAN THOSE DESCRIBED UNDER #4 ABOVE

6. Describe the vendor's credit practices in detail, including under what circumstances the vendor will provide credits to member libraries (e.g. defective/incorrect/lost orders, etc.).

IF HOLLINGER METAL EDGE, MAKE THE MISTAKE AND SHIPS AN INCORRECT ITEM, SHIPMENT IS LOST, OR WE SEND A DEFECTIVE PRODUCT,
WE WILL TAKE FULL RESPOSIBILITY FOR SENDING REPLACEMENTS AT NO COST.
IF THE CUSTOMER COMMITS AN ERROR WITH THE ORDER, THE CUSTOMER IS RESPONSIBLE FOR RETURNING THE ITEM AT CUSTOMER'S EXPENSE. IF THE PRODUCT IS DAMAGED IN TRANSIT, IT IS CUSTOMER'S RESPONSIBLITY TO PROPERLY NOTATE THE DAMAGE ON THE DELIVERY MANIFEST IN ORDER FOR US TO FILE A CLAIM AND BE ABLE TO PROTECT THE INTEREST OF THE CUSTOMER AND OURS.

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7. Describe the vendor's return policy and process, including procedures for handling pickups at member libraries. Specify whether libraries will be able to return defective or damaged items at the vendor's expense.

WE OFFER YOU 100% SATISFACTION GUARANTEE. IF WE SEND YOU DAMAGED PRODUCT DUE TO WORKMANSHIP, WE WILL REPLACE AT NO CHARGE AND WE WILL PREPARE ALL ARRANGEMENTS NECESSARY FOR THE ITEMS TO BE RETURNED.
IF THE CUSTOMER MADE THE ERROR, THE CUSTOMER WILL RETURN THE PRODUCT AT THEIR EXPENSE USING THE SHIPPING METHOD OF THEIR CHOISE. THERE WILL BE A 15% RESTOCKING FEE.

8. Will the vendor provide supply samples, including equipment and furniture, at a member library's request? If yes, please describe any related charges and restrictions.

DEPENDING ON THE ITEM AND THE WAY THE ITEM IS SOLD, WE WILL GLADLY PROVIDE SAMPLES. WE NORMALLY DON'T PROVIDE SAMPLES OF EQUIPMENT, FURNITURE, OR BIG (EXPENSIVE) ITEMS. THIS WILL BE DISCUSSED AS NEED ARISE.

9. Are there other aspects of overall cost considerations the vendor would like to comment on that have not been thoroughly covered in this section?

NONE, THANK YOU

V. CUSTOMER SERVICE

1. Is the vendor able to respond to inquiries from member libraries within three (3) working hours?

YES, IF THEY CAN BE ANSWERED, THEY WILL. IT DEPENDS IF RESEARCH NEEDS TO BE DONE BUT MOST OFTEN THAN NOT, YES, WE CAN REPLY ON A TIMELY FASHION.

2. What forms of vendor communication are available to member libraries (e.g. toll free number, email, chat, etc.)?

WE PRIDE OURSELVES TO SAY WE ARE IN THE HANDFUL OF BUSINESSES THAT STILL ANSWER THE TELEPHONE VIA A LIVE REPRESENTATIVE. YES, YOU MAY CALL US VIA OUR TOLL FREE LINES, LAND LINES, EMAIL, AND THROUGH OUT WEBSITE INQUIRY SECTION.

3. How does the vendor provide product and pricing information to customers? Include a sample page or web address of the vendor's product catalog.

OUR ONLINE WEBSITE HAS OUR MOST CURRENT PRICING. WE CAN GUIDE THE CUSTOMER THROUGH IT OR IF NEED BE, WE CAN OFFER TO SEND A FORMAL QUOTATION

4. What customer activities does the vendor's website support? (e.g. viewing product catalog/pricing, placing and tracking orders, updating account info, requesting invoices, running on-demand reports, obtaining product documentation, etc.)

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5. Describe the level of customer service provided by the vendor. Include the type of customer support offered (e.g. chat, email, phone, onsite), hours of availability (e.g. 24/7), and vendor procedures that will ensure consistency and problem resolution.

WE HAVE A CUSTOMER STAFF AVAILABLE MONDAY THRU FRIDAY, FORM 8AM TO 8PM EST AND 5AM TO 5PM PST. DURING THESE DAYS AND TIMES, OUR PHONES ARE ANSWERED BY A LIVE REPRESENTATIVE THAT WILL ASSIST YOU WITH YOUR NEEDS.

6. Describe additional services the vendor provides such as equipment installation/maintenance, furniture repair, product training, etc.

NO ADDITIONAL SERVICES ARE PROVIDED

7. Describe any types of product warranty/guarantee options offered by the vendor.

ALL OUR MANUFACTURED ITEMS ARE 100% GUARANTEED OR YOUR MONEY BACK

8. Describe the standard reports that are available to member libraries to manage and monitor their accounts. Specify whether libraries will be able to generate the reports from the vendor's website or if they will need to request the reports from the vendor.

OUR WEBSITE IS NOT ABLE TO GENERATE REPORTS. THE REQUEST WILL NEED TO BE SUBMITTED TO OUR OFFICE AND DEPENDING ON WHAT KIND OF REPORT IS REQUIRED, WE WILL GENERATE.

9. Does the vendor agree to submit to the MALiA Contract Administrator an annual report of total usage of this agreement according to the following requirements?
   A. Row information on the report will include MALiA library name, address, PO #, PO Date, PO Item #, PO Item Description, and PO Item Amount in U.S. dollars. IF ABLE TO, YES
   B. The report will provide subtotals that show the total amount purchased in U.S. dollars for each MALiA library customer. YES
   C. The report will show the grand total amount purchased in U.S. dollars across all MALiA library customers. YES
   D. The report will cover the period from July 1st of the preceding year to June 30th of the current year. YES
   E. The vendor will email the report to the MALiA Contract Administrator no later than September 1st of the current year. YES
   F. The MALiA Contract Administrator will share the report with the Library of Virginia procurement officer upon request. YES

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10. Are there other aspects of customer service the vendor would like to comment on that have not been thoroughly covered in this section?

NONE, THANK YOU

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ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. CONSUMABLES

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for consumables up to $10,000 per item. Complete 1a if the discount rate applies to all vendor consumables. Complete 1b if the discount rate will vary based on type or category of consumable.

   a). Discount rate for all consumables up to $10,000 per item: 15%

   b). Discount rate by type or category of consumable up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
15%	15% OFF OUR ENTIRE CATALOG

2. Describe any conditions/restrictions that apply to the consumable discount rates listed above.

   NA

II. FURNITURE

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for furniture up to $10,000 per item. Complete 1a if the discount rate applies to all vendor furniture. Complete 1b if the discount rate will vary based on type or category of furniture.

   a). Discount rate for all furniture up to $10,000 per item: 15%

   b). Discount rate by type or category of furniture up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
15%	15% OFF OUR ENTIRE CATALOG

2. Describe any conditions/restrictions that apply to the furniture discount rates listed above.

   NA

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III. EQUIPMENT

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for equipment up to $10,000 per item. Complete 1a if the discount rate applies to all vendor equipment. Complete 1b if the discount rate will vary based on type or category of equipment.

   a). Discount rate for all equipment up to $10,000 per item: 15%

   b). Discount rate by type or category of equipment up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
15%	15% OFF OUR ENTIRE CATALOG

2. Describe any conditions/restrictions that apply to the equipment discount rates listed above.

   NA

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Attachment D

MALIA MEMBER LIBRARIES AS OF FEBRUARY 1, 2021

Library Name	Member #	City, State
Alexander County Library	1103	Taylorsville, NC
Alleghany Highlands Regional Library	1197	Covington, VA
Amherst County Public Library	1001	Amherst, VA
Anne Arundel County Public Library	1293	Annapolis, MD
Appalachian Regional Library	1252	West Jefferson, NC
Appomattox Regional Library System	1002	Hopewell, VA
Arlington Public Library	1288	Arlington, VA
Augusta County Public Library	1089	Fishersville, VA
Bedford Public Library System	1003	Bedford, VA
Bell County Public Library District	1319	Middlesboro, KY
Benton County Library	1220	Camden, TN
BHM Regional Library	1258	Washington, NC
Blackwater Regional Library	1004	Courtland, VA
Bland County Public Library	1297	Bland, VA
Blount County Public Library	1323	Maryville, TN
Blowing Rock Community Library	1307	Blowing Rock, NC
Blue Ridge Community College	1006	Weyers Cave, VA
Blue Ridge Regional Library	1007	Martinsville, VA
Bluefield College/ Easley Library	1008	Bluefield, VA
Boone County Public Library	1263	Burlington, KY
Boone Madison Public Libraries	1239	Madison, WV
Botetourt County Public Library	1009	Roanoke, VA
Boynton Beach City Library	1265	Boynton Beach, FL
Bracken County Public Library	1289	Brooksville, KY
Braswell Memorial Library	1155	Rocky Mount, NC
Brevard College, J.A Jones Library	1116	Brevard, NC
Bridgewater College/Alexander Mack Memorial Library	1085	Bridgewater, VA
Bristol Public Library	1010	Bristol, VA
Buchanan County Public Library	1011	Grundy, VA
Buncombe County Public Libraries	1144	Asheville, NC
Cabarrus County Public Library	1167	Concord, NC
Cabell County Public Library	1311	Huntington, WV
Caldwell County Public Library	1101	Lenoir, NC
Campbell County Public Library	1012	Rustburg, VA
Cape Fear Community College/Learning Resource	1188	Wilmington, NC
Caroline Library, Inc.	1112	Bowling Green, VA
Carroll County Public Schools	1015	Hillsville, VA
Carteret County Public Library System	1326	Beaufort, NC
Caswell County/Gunn Memorial Public Library	1200	Yanceyville, NC

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Central Rappahannock Regional Library	1016	Fredericksburg, VA
Central Virginia Community College	1094	Lynchburg, VA
Central Virginia Regional Library	1314	Farmville, VA
Chapel Hill Public Library	1141	Chapel Hill, NC
Charlotte County Library	1194	Charlotte Court House, VA
Charlotte Mecklenburg Library	1130	Charlotte, NC
Chatham County Public Library System	1271	Pittsboro, NC
Chesapeake Public Library System	1107	Chesapeake, VA
Chesterfield County Public Library	1084	Chesterfield, VA
Chesterfield County Public Schools	1189	Midlothian, Virginia
Christopher Newport University/Trible Library	1213	Newport News, VA
Clarksburg-Harrison Library	1234	Clarksburg, WV
Clarksburg-Harrison Public Library	1234	Clarksburg, WV
Clarksville-Montgomery County Public Library	1241	Clarksville, TN
Clearwater Public Library System	1303	Clearwater, FL
Cleveland County Memorial Library	1123	Shelby, NC
Clifton Forge Public Library	1145	Clifton Forge, VA
Colonial Heights Public Library	1017	Colonial Heights, VA
Craft Memorial Library	1190	Bluefield, West Virginia
Craig County Public Library	1115	New Castle, Virginia
Craven-Pamlico Regional Library	1327	New Bern, NC
Culpeper County Library	1114	Culpeper, VA
Cumberland County Public Library	1111	Cumberland, VA
Cumberland County Public Library	1275	Burkesville, KY
Cynthiana-Harrison County Public Library	1240	Cynthiana, KY
Danville Community College	1019	Danville, VA
Davidson County Public Library	1152	Lexington, NC
Davie County Public Library	1212	Mocksville, NC
Doddridge County Public Library	1320	West Union, WV
Duplin County Library	1139	Kenansville, NC
Durham Technical Community College	1191	Durham, NC
East Albemarle Regional Library System	1186	Elizabeth City, NC
Eastern Shore Public Library	1022	Accomack, VA
ECPI University	1268	Virginia Beach, VA
Emory & Henry College/Kelly Library	1023	Emory, VA
Essex Public Library	1113	Tappahannock, VA
Fairfax County Public Schools	1328	Fairfax, VA
Farmville Public Library	1224	Farmville, NC
Fauquier County Public Library	1024	Warrenton, VA
Fauquier County Public Schools	1185	Warrenton, VA
Ferrum College/Stanley Library	1025	Ferrum, VA
Floyd County Public Library	1238	Prestonsburg, KY
Fontana Regional Library	1173	Bryson City, NC
Forsyth County Public Library	1306	Winston Salem, NC
Franklin County Library	1171	Louisburg, NC
Franklin County Public Library	1026	Rocky Mount, VA

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Galax-Carroll Regional Library	1027	Galax, VA
Garrard County Public Library	1250	Lancaster, KY
Gassaway Public Library	1317	Gassaway, WV
Gaston County Public Library	1147	Gastonia, NC
Germanna Community College	1118	Fredericksburg, VA
Gibsonville Public Library	1255	Gibsonville, NC
Gloucester County Library	1087	Gloucester, VA
Grant County Public Library	1254	Williamstown, KY
Graves County Public Library	1233	Mayfield, KY
Greensboro Public Library	1143	Greensboro, NC
Greenup County Public Library	1285	Greenup, KY
Halifax County South Boston Public Library System	1028	Halifax, VA
Hampshire County Public Library	1243	Romney, WV
Hampton Public Library	1092	Hampton, VA
Handley Regional Library	1099	Winchester, VA
Hanover County Public Schools	1136	Ashland, VA
Hardin County Public Library	1279	Elizabethtown, KY
Hardy County Public Library	1196	Moorefield, WV
Harold D. Cooley Library	1300	Nashville, NC
Haywood County Public Library	1170	Waynesville, NC
Heartland Library Cooperative	1264	Okeechobee, FL
Henderson County Public Library	1153	Hendersonville, NC
Henrico County Public Library	1018	Henrico, VA
Henrico County Public Schools	1135	Henrico, VA
Henry County Public Library	1276	Eminence, KY
Heritage Public Library	1029	New Kent, VA
Hickory Public Library	1256	Hickory, NC
Hocutt-Ellington Memorial Library	1214	Clayton, NC
Hopkinsville-Christian County Public Library	1287	Hopkinsville, KY
J. Sargeant Reynolds Community College	1030	Richmond, VA
James l. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
Jefferson-Madison Regional Library	1031	Charlottesville, VA
Jessamine County Public Library	1210	Nicholasville, KY
John Tyler Community College Library	1032	Chester, VA
Johnson City Public Library	1033	Johnson City, TN
Kanawha County Public Library	1236	Charleston, WV
Kenton County Public Library	1325	Erlanger, KY
King University	1034	Bristol, TN
Lancaster Community Library	1035	Kilmarnock, VA
Laurel County Public Library	1242	London, KY
Lee County Library	1272	Sanford, NC
Library of Virginia	1134	Richmond, VA
Lighthouse Point Library	1313	Lighthouse Point, FL
Lincoln County Public Library	1128	Lincolnton, NC
Logan County Public Library	1232	Russellville, KY
Lonesome Pine Regional Library	1036	Wise, VA

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Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
Lunenburg County Public Library System	1253	Victoria, VA
Lynchburg Public Library	1038	Lynchburg, VA
Madison County Public Library	1225	Richmond, KY
Maitland Public Library	1290	Maitland, FL
Marion County Public Library	1281	Fairmont, WV
Martinsburg-Berkeley County Public Library	1175	Martinsburg, WV
Mary Riley Styles Public Library	1039	Falls Church, VA
Mary Wood Weldon Memorial Library	1277	Glasgow, KY
Mason County Public Library	1211	Point Pleasant, WV
Mauney Memorial Library	1133	Kings Mountain, NC
McCracken County Public Library	1296	Paducah, KY
McDowell County Public Library	1146	Marion, NC
Mecklenburg Co. Sheriff's Office Libraries	1231	Charlotte, NC
Mecklenburg County Public Library	1126	Boydton, VA
Meherrin Regional Library	1040	Lawrenceville, VA
Menifee County Public Library	1246	Frenchburg, KY
Montgomery County Public Library	1235	Mount Sterling, KY
Montgomery County Public Schools	1090	Christiansburg, VA
Montgomery-Floyd Regional Library	1041	Christiansburg, VA
Mooneyham Public Library	1174	Forest City, NC
Morgantown Public Library	1208	Morgantown, WV
Mountain Empire Community College/Wampler Library	1042	Big Stone Gap, VA
Nassau County Public Library System	1315	Fernandina Beach, FL
New Hanover County Public Library	1216	Wilmington, NC
New Martinsville Public Library	1205	New Martinsville, WV
New River Community College	1091	Dublin, VA
Newport News Public Library System	1044	Newport News, VA
Norfolk Academy	1302	Norfolk, VA
Norfolk Public Library	1045	Norfolk, VA
Norfolk State University, Lyman Beecher Brooks Library	1249	Norfolk, VA
Norris Public Library	1247	Rutherfordton, NC
Northern Virginia Community College	1132	Annandale, VA
Northumberland Public Library	1047	Heathsville, VA
Northwestern Regional Library	1165	Elkin, NC
Oldham County Public Library	1304	La Grange, KY
Oneonta Public Library	1301	Oneonta, AL
Orange County Public Library	1117	Orange, VA
Orange County Public Library	1125	Hillsborough, NC
Pamunkey Regional Library	1048	Hanover, VA
Paris-Bourbon County Library	1274	Paris, KY
Patrick Henry Community College/Lester Library	1049	Martinsville, VA
Paul Sawyier Public Library	1266	Frankfort, KY
Pearisburg Public Library	1050	Pearisburg, VA

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Pender County Public Library	1138	Burgaw, NC
Pendleton County Public Library	1183	Franklin, WV
Petersburg Public Library System	1051	Petersburg, VA
Piedmont Virginia Community College	1102	Charlottesville, VA
Pittsylvania County Public Library	1052	Chatham, VA
Polk County Library Cooperative	1267	Bartow, FL
Polk County Public Library	1184	Columbus, NC
Poquoson Public Library	1053	Poquoson, VA
Powhatan County Public Library	1088	Powhatan, VA
Prince William Public Library System	1054	Prince William, VA
Public Library of Anniston-Calhoun County	1292	Anniston, AL
Public Library of Johnston County & Smithfield	1160	Smithfield, NC
Pulaski County Library System	1055	Pulaski, VA
Pulaski County Public Library	1283	Somerset, KY
Radford Public Library	1056	Radford, VA
Raleigh County Public Library	1259	Beckley, WV
Randolph County Public Library	1221	Asheboro, NC
Rappahannock Community College	1097	Warsaw, VA
Rappahannock County Library	1206	Washington, VA
Richard C. Sullivan Public Library	1324	Wilton Manors, FL
Richmond Public Library	1108	Richmond, VA
Ritchie County Public Library	1177	Harrisville, WV
Roanoke City Public Library	1109	Roanoke, VA
Roanoke County Public Library	1059	Roanoke, VA
Robeson County Public Library	1164	Lumberton, NC
Rockbridge Regional Library	1120	Lexington, VA
Rowan Public Library	1150	Salisbury, NC
Russell County Public Library	1061	Lebanon, VA
Rutherford County Library System	1228	Murfreesboro, TN
Salem Public Library	1063	Salem, VA
Sampson-Clinton Public Library	1137	Clinton, NC
Samuels Library	1064	Front Royal, VA
Scott County Public Library	1262	Georgetown, KY
Shenandoah County Library	1179	Edinburg, VA
Sheppard Memorial Library	1182	Greenville, NC
Smyth County Public	1066	Marion, VA
Southern Pines Public Library	1158	Southern Pines, NC
Southside VA Community College	1203	Keysville, VA
Southwest Virginia Community College	1067	Richlands, VA
Spindale Public Library	1163	Spindale, NC
Spring Hill Public Library	1312	Spring Hill, TN
Stanly County Public Library	1195	Albemarle, NC
State Library of North Carolina	1248	Raleigh, NC
Staunton Public Library	1068	Staunton, VA
Suffolk Public Library System	1069	Suffolk, VA
Sullivan County Public Library	1070	Blountville, TN
Tazewell County Public Library	1071	Tazewell, VA

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Temple Rodef Shalom Library	1257	Falls Church, VA
Tennessee State Library and Archives	1199	Nashville, TN
The Parkland Library	1295	Parkland, FL
Thomas Nelson Community College	1072	Hampton, VA
Tidewater Community College	1100	Norfolk, VA
Transylvania County Library	1156	Brevard, NC
Union County Public Library	1140	Monroe, NC
University of Virginia College at Wise/Wyllie Library	1124	Wise, VA
Upshur County Public Library	1244	Buckhannon, WV
Vienna Public Library	1192	Vienna, WV
Virginia Beach Public Library	1073	Virginia Beach, VA
Virginia Department of Juvenile Justice	1309	Richmond, VA
Virginia Highlands Community College	1075	Abingdon, VA
Virginia Museum of Fine Arts	1316	Richmond, VA
Virginia State University	1198	Petersburg, VA
Virginia Western Community College	1077	Roanoke, VA
Warren County Memorial Library	1217	Warrenton, NC
Washington County Public Library	1078	Abingdon, VA
Wayne County Public Library	1168	Goldsboro, NC
Whitley County Public Library	1215	Williamsburg, KY
William & Mary, Wolf Law Library & Earl Gregg Swem Library	1149	Williamsburg, VA
Williamsburg Regional Library	1080	Williamsburg, VA
Wilson County Public Library	1162	Wilson, NC
Wolf County Public Library	1282	Campton, KY
Wythe-Grayson Regional Library	1098	Independence, VA
Wytheville Community College/Kegley Library	1082	Wytheville, VA
York County Public Library	1305	Yorktown, VA

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ATTACHMENT E

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

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- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status 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.SBSD.virginia.gov (Customer Service).

Bidder Name: HOLLINGER METAL EDGE, INC.

Preparer Name: Monica Maldonado-Customer Service Rep. **Date:** 4/07/21

Who will be doing the work: ☐ **I plan to use subcontractors** ☒ **I plan to complete all work**

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
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: 8381 Certification Date: 10/31/2019

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

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Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

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Attachment F

Virginia State Corporation Commission (SCC) registration information.

The offeror:

☒ 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 offeror 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 offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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Attachment G

Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm): Hollinger Metal Edge Inc invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on 4-7-2021

Date 6-9-21

Signature: M Maldonado

Title: CUSTOMER SERVICE REP. (POC).

☑ No portion of this bid / proposal is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT H - RFP Checklist

Be sure to complete and/or submit the following information with your completed proposal package.

1.) Cover Sheet

2.) Offeror Data Sheet (Attachment A)

3.) Service Requirements Deemed Important in Consideration of Vendor Selection (Attachment B)

4.) Offeror Discount Pricing Sheet (Attachment C)

5.) Small Business Subcontracting Plan (Attachment E)

6.) Virginia SCC Registration Information (Attachment F)

7.) Proprietary/Confidential Information Identification (Attachment G)

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LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

ADDENDUM NO. 1 TO ALL OFFERORS

Reference: Request for Proposal: LVA-SUP-21-004

Commodity: 71510, 52580

Date: March 16, 2021

The above proposal is hereby changed to read or clarified by the following:

REQUEST FOR PROPOSALS (RFP)

Issue Date: March 16, 2021 RFP #: LVA-SUP-21-004

Title: Library Supplies

Commodity Code: 52580

Issuing Agency: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALiA)
Purchasing Department
800 East Broad Street
Richmond, VA 23219

Period of Contract: July 1, 2021 through June 30, 2024 with two one-year optional renewals

Submission of Electronic Proposals via the eVA Website Will Be Received Until April 8, 2021 at 2:00 PM EST For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Nancy Sconzo nancy.sconzo@lva.virginia.gov . **No questions will be answered by phone or verbally. No questions will be accepted after 5:00 p.m. on March 23, 2021.**

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.

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 *phone*
804.692.3976 *tyy*

* Virginia Contractor License No. _____ * DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm:
HOLLINGER METAL EDGE, INC.
9401 NORTHEAST DRIVE
FREDERICKSBURG, VA Zip Code: 22408

Date: 4/7/21
By: Monica Maldonado
(Signature In Ink)
Name: Monica Maldonado
(Please Print)
Title: Customer Service Representative
Telephone Number: (___) 800-634-0491

eVA Vendor ID or DUNS #: 188265342
Fax Number: (___) 800-947-8814
E-mail Address: monica@metaledgeinc.com

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal

Sincerely,

Nancy Sconzo

Nancy Sconzo

HOLLINGER METAL EDGE, INC.
Name of Firm
Monica Maldonado Customer Service Representative
Signature/Title
4/7/21
Date

MUST BE RETURNED WITH YOUR PROPOSAL

REQUEST FOR PROPOSALS (RFP)

Issue Date: March 16, 2021 RFP #: LVA-SUP-21-004

Title: Library Supplies

Commodity Code: 71510, 52580

Issuing Agency: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALiA)
Purchasing Department
800 East Broad Street
Richmond, VA 23219

Period of Contract: July 1, 2021 through June 30, 2024 with two one-year optional renewals

Submission of Electronic Proposals via the eVA Website Will Be Received Until April 8, 2021 at 2:00 PM EST For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Nancy Sconzo nancy.sconzo@lva.virginia.gov . **No questions will be answered by phone or verbally. No questions will be accepted after 5:00 p.m. on March 23, 2021.**

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.

* Virginia Contractor License No. _____ * DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm:
_____
_____
_____
_____Zip Code:_____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (___)_____

eVA Vendor ID or DUNS #:_____
Fax Number: (___) _____
E-mail Address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal

TABLE OF CONTENTS FOR RFP#: LVA-SUP-21-004

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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 supplies to member libraries of the Mid-Atlantic Library Alliance, Inc. (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: 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 249 libraries throughout the mid-Atlantic region, including Virginia, Tennessee, North Carolina, West Virginia, Kentucky, Alabama, Florida. Membership includes 203 public, 33 academic, 8 school, and 5 special libraries. See **Attachment D**: MALiA Member Libraries as of February 1, 2021 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 supplies budget per year is estimated at over $3,000,000.00. 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 NEEDS: The Contractor must be able to provide services necessary to fill orders for library supplies placed by any MALIA member library on a consistent basis during the term of the contract.

Library supplies are defined for the purpose of this RFP as:

Consumables, furniture, and equipment up to $10,000.00 per item that are used by the library to conduct business.

Type of supplies offered by the vendor and conditions of purchase covered under this Contract shall be explained fully in **Attachment B** Service Requirements Deemed Important in Consideration of Contractor Selection.

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 AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

RFP Issue Date	March 16, 2021
Submit Questions by	March 23, 2021
Response to questions posted by	March 26, 2021
URFP Due Date	April 8, 2021
Award of URFP	To Be Determined

All questions pertaining to this Unsealed Request for Proposal shall be submitted via email nancy.sconzo@lva.virginia.gov **No questions will be accepted after 5:00 p.m. on March 23, 2021.**

1. **RFP RESPONSE:** In order to be considered for selection, Offerors must submit a complete response contained in one single PDF to this RFP via the Commonwealth of Virginia's e-procurement website, eVa. Offerors that submit a proposal which contains **Proprietary** and/or **Confidential** information must also submit one additional electronic copy in which Proprietary and/or Confidential information is **REDACTED.** Redacted proposals shall be labeled as such.

   The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted version of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. LVA/MALiA will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror.

   ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED and shall be submitted through the eVA Procurement Portal. Proposals received via email and fax will not be accepted. If an Offeror requires assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov. No other distribution of the proposal shall be made by the Offeror.

   LATE RESPONSES WILL NOT BE ACCEPTED.

2. **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 that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those

required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

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, sub letter, 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 sub letter 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 an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the URFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (**Attachment G**)

B. ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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. The issuing agency will schedule the time and location of these presentations. Oral presentations are **an option** of the purchasing agency and **may or may not** be conducted.

C. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that LVA may properly evaluate your capabilities to provide the required goods/services. Offerors shall submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Completed Offeror Data Sheet (**Attachment A**)

3. Fill out Service Requirement Deemed Important in Consideration of Contractor Selection (**Attachment B**)

4. Offeror Discount Pricing Sheet (**Attachment C**)

5. Small Business Subcontracting Plan (**Attachment E**)

6. Fill out Virginia State Corporation Commission (SCC) Registration information **(Attachment F)**

7. Fill out Proprietary/Confidential Information Identification **(Attachment G)**

8. Must be eVA registered and SBSD certified prior to closing date.

V. EVALUATION AND AWARD CRITERIA

RFP Reference	Evaluation Criteria	Max Possible Score
Attachment A Offeror Data Sheet, Attachment B Service Requirements, I	Company Data	10
Attachment B Service Requirements, II	Orders	15
Attachment B Service Requirements, III	Invoicing	15
Attachment B Service Requirements, IV	Overall Cost Considerations	20
Attachment B Service Requirements, V	Customer Service	20
Attachment E Small Business Subcontracting Plan	SWaM	20
	TOTAL	**100**

B. AWARD OF CONTRACT - see Award Term in Special Terms and Conditions Section VIII – A

VI. REPORTS:

A. Annual report for total usage, as described in Attachment B, V. Customer Service, #9.

B. Use of Subcontractors

If the Offeror intends to use subcontractors to perform any portion of the work described in the RFP, the Offeror must clearly state so. LVA/MALiA is placing increased emphasis on its SWaM (Small, Women and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. Identify and list any such opportunities that your firm would commit to if awarded this contract in Attachment E Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minority. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract.

By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposal will ultimately result in rejection of the Proposal.

C. Report on the Participation of Small Businesses and Businesses Owned by Women and Minorities
Unless the Contractor is a DSBSD certified small business, the Contractor shall submit annual reports on the direct involvement of DSBSD certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses based on the Contractor's commitment for utilization of SDBSD SWaM business.
The Contractor shall provide this information electronically to:

Nancy Sconzo
Office of Finance
Nancy.Sconzo@lva.virginia.gov

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly.

VII. 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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.eva.virginia.gov under "I Sell To Virginia".

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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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 the requirements of this section.

   d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

   e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

   f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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:** Applicable for all contracts over $10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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:** 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

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

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

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

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior

written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the 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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

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 equivalent 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 (bid/proposal) that the product offered is an equivalent product, such (bid/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 these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

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

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) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000:

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, sexual orientation, gender identity, 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, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors

must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

b. 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.

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 the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

BB. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS:

A. 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 reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia,* § 2.2-4359D). 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.

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. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time 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 and upon mutual agreement of the contractor. 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.

D. 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 also be terminated by the contractor, 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.

E. 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.

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

G. eVA ORDERS AND CONTRACTS: The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to 15TUeVA-catalog-manager@dgs.virginia.govU15T

H. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

I. 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.

J. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

K. CONTINUITY OF SERVICES:

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

(i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;

(ii). To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a 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 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 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 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.

M. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. 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.

O. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. 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 and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No 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.

B. Evidence of Compliance with Small Business Subcontracting Plan**:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution annual reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. 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. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency institution on an annual basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on an annual basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

P. 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.

Q. CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency and its designees, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

IX. ATTACHMENTS:

A. Offeror Data Sheet
B. Service Requirements Deemed Important in Consideration of Contractor Selection
C. Offeror Discount Pricing List
D. MALiA Member Listing
E. Small Business Subcontracting Plan
F. Virginia State Corporation Commission (SCC) Registration information
G. Proprietary/Confidential Information Identification

Attachment A

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
   _____Years _____Months

4. Vendor Information: eVA Vendor ID or DUNS Number:_____

   Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.

A. Company: _____Contact: _____
   Phone: ( )_____email: _____
   Project:_____
   Dates of Service: _____ $ Value: _____

B. Company: _____Contact: _____
   Phone: ( )_____email: _____
   Project:_____
   Dates of Service: _____ $ Value: _____

C. Company: _____Contact: _____
   Phone: ( )_____email: _____
   Project:_____
   Dates of Service: _____ $ Value: _____

D. Company: _____Contact: _____
   Phone: ( )_____email: _____
   Project:_____
   Dates of Service: _____ $ Value: _____

I certify the accuracy of this information.

Signed:_____Title:_____ Date:_____

Attachment B

Service Requirements Deemed Important in Consideration of Vendor Selection

Offerors shall return a completed copy of this attachment with their proposals, fully addressing each requirement/question. Additional documents may be attached only if necessary.

I. COMPANY DATA

1. What type of supplies does the vendor offer to libraries? Please address consumables, furniture, and equipment up to $10,000 per item that are used by libraries to conduct business.

2. How long has the vendor offered the types of library supplies mentioned in question #1?

3. What is the vendor's total staff size and where are they located?

4. Specify the general qualifications and training of the staff who would be working with MALiA libraries on supplies and related services.

5. What is the approximate number of libraries the vendor serves in each of the following categories?

   Academic_____ Public_____ Special_____ School_____

6. What is the approximate number of manufacturers the vendor represents?

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7. Include a statement regarding the financial condition of the vendor. This statement could be a financial investment prospectus, a statement of financial solvency from the vendor major lender, or an internal auditor's report. A letter of credit from a financial institution would also be relevant.

8. What distinguishes the vendor from other vendors of its kind?

9. Are there other aspects of company data the vendor would like to comment on that have not been thoroughly covered in this section?

II. ORDERS

1. Describe the methods available to member libraries for placing and tracking orders. If the vendor offers online ordering from its website, provide the web address of the online ordering application.

2. If member libraries will be able to do online ordering, will the appropriate discount rate offered to MALiA libraries be applied at time of order entry?

3. What is the vendor's usual turn-around time from order receipt to shipment?

4. Describe the vendor's process when an item is not available at the time an order is placed.

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5. Will the vendor accept rush orders? How does the vendor define “rush”?

6. Does the vendor have a minimum order requirement, including for rush orders? If yes, please explain.

7. Member libraries reserve the right to obtain supplies from another source if the vendor is not able to provide them in a timely manner. If unable to supply an order within thirty (30) days, will the vendor notify member libraries and state the reason for nonfulfillment?

8. If orders are not delivered on-time according to the delivery estimates provided to customers, what customer options are available?

9. Will each vendor shipment represent items from only one purchase order, and include a packing slip that also shows the expected ship date of any backordered items?

10. Describe the process by which a member library obtains quotes.

11. When can a supply order be canceled? Are there restrictions? If so specify.

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12. Are there other aspects of orders the vendor would like to comment on that have not been thoroughly covered in this section?

III. INVOICING

1. Within how many days after the vendor's receipt of a supplies order should a library expect an invoice?

2. Describe the vendor's invoicing practices in detail.

3. How are discounts, credits, and service charges shown on invoices? Provide a sample itemized invoice with these items.

4. Is the vendor able to setup multiple accounts for a given library so that items ordered for each account can be invoiced and shipped separately to different library addresses?

5. Is a penalty imposed for late payment of an invoice? If yes, indicate the time period and amount of the penalty.

6. Does the vendor accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge?

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7. Are there other aspects of invoicing the vendor would like to comment on that have not been thoroughly covered in this section?

IV. OVERALL COST CONSIDERATIONS

1. Describe the vendor's discount options (e.g. discounts for prepayment/volume purchasing/late deliveries, etc.) available to member libraries.

2. On Attachment C, "Offeror Discount Pricing Sheet," list the discount rates the vendor will provide to MALiA libraries over the contract period.

3. Describe vendor charges associated with rush orders, including any additional special handling charges for expedited rush materials (e.g. overnight, two-day, etc.).

4. Will the vendor provide free shipping? If no, describe how shipping charges will be calculated.

5. Describe any additional types of service or other fees the vendor will charge.

6. Describe the vendor's credit practices in detail, including under what circumstances the vendor will provide credits to member libraries (e.g. defective/incorrect/lost orders, etc.).

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7. Describe the vendor's return policy and process, including procedures for handling pickups at member libraries. Specify whether libraries will be able to return defective or damaged items at the vendor's expense.

8. Will the vendor provide supply samples, including equipment and furniture, at a member library's request? If yes, please describe any related charges and restrictions.

9. Are there other aspects of overall cost considerations the vendor would like to comment on that have not been thoroughly covered in this section?

V. CUSTOMER SERVICE

1. Is the vendor able to respond to inquiries from member libraries within three (3) working hours?

2. What forms of vendor communication are available to member libraries (e.g. toll free number, email, chat, etc.)?

3. How does the vendor provide product and pricing information to customers? Include a sample page or web address of the vendor's product catalog.

4. What customer activities does the vendor's website support? (e.g. viewing product catalog/pricing, placing and tracking orders, updating account info, requesting invoices, running on-demand reports, obtaining product documentation, etc.)

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5. Describe the level of customer service provided by the vendor. Include the type of customer support offered (e.g. chat, email, phone, onsite), hours of availability (e.g. 24/7), and vendor procedures that will ensure consistency and problem resolution.

6. Describe additional services the vendor provides such as equipment installation/maintenance, furniture repair, product training, etc.

7. Describe any types of product warranty/guarantee options offered by the vendor.

8. Describe the standard reports that are available to member libraries to manage and monitor their accounts. Specify whether libraries will be able to generate the reports from the vendor's website or if they will need to request the reports from the vendor.

9. Does the vendor agree to submit to the MALiA Contract Administrator an annual report of total usage of this agreement according to the following requirements?
    A. Row information on the report will include MALiA library name, address, PO #, PO Date, PO Item #, PO Item Description, and PO Item Amount in U.S. dollars.
    B. The report will provide subtotals that show the total amount purchased in U.S. dollars for each MALiA library customer.
    C. The report will show the grand total amount purchased in U.S. dollars across all MALiA library customers.
    D. The report will cover the period from July 1st of the preceding year to June 30th of the current year.
    E. The vendor will email the report to the MALiA Contract Administrator no later than September 1st of the current year.
    F. The MALiA Contract Administrator will share the report with the Library of Virginia procurement officer upon request.

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10. Are there other aspects of customer service the vendor would like to comment on that have not been thoroughly covered in this section?

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ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

Offerors shall return a completed copy of this attachment with their proposals.

The written statement of the offeror's proposed discount structure must be firm for the entire period of the contract.

I. CONSUMABLES

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for consumables up to $10,000 per item. Complete 1a if the discount rate applies to all vendor consumables. Complete 1b if the discount rate will vary based on type or category of consumable.

   a). Discount rate for all consumables up to $10,000 per item: _____

   b). Discount rate by type or category of consumable up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
_____	_____
_____	_____
_____	_____

2. Describe any conditions/restrictions that apply to the consumable discount rates listed above.

II. FURNITURE

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for furniture up to $10,000 per item. Complete 1a if the discount rate applies to all vendor furniture. Complete 1b if the discount rate will vary based on type or category of furniture.

   a). Discount rate for all furniture up to $10,000 per item: _____

   b). Discount rate by type or category of furniture up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
_____	_____
_____	_____
_____	_____

2. Describe any conditions/restrictions that apply to the furniture discount rates listed above.

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III. EQUIPMENT

1. Specify the discount rate(s) from the manufacturer's list price that the vendor will provide for equipment up to $10,000 per item. Complete 1a if the discount rate applies to all vendor equipment. Complete 1b if the discount rate will vary based on type or category of equipment.

   a). Discount rate for all equipment up to $10,000 per item: _____

   b). Discount rate by type or category of equipment up to $10,000 per item:

RATE	TYPE OR CATEGORY OF CONSUMABLE
_____	_____
_____	_____
_____	_____

2. Describe any conditions/restrictions that apply to the equipment discount rates listed above.

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Attachment D

MALIA MEMBER LIBRARIES AS OF FEBRUARY 1, 2021

Library Name	Member #	City, State
Alexander County Library	1103	Taylorsville, NC
Alleghany Highlands Regional Library	1197	Covington, VA
Amherst County Public Library	1001	Amherst, VA
Anne Arundel County Public Library	1293	Annapolis, MD
Appalachian Regional Library	1252	West Jefferson, NC
Appomattox Regional Library System	1002	Hopewell, VA
Arlington Public Library	1288	Arlington, VA
Augusta County Public Library	1089	Fishersville, VA
Bedford Public Library System	1003	Bedford, VA
Bell County Public Library District	1319	Middlesboro, KY
Benton County Library	1220	Camden, TN
BHM Regional Library	1258	Washington, NC
Blackwater Regional Library	1004	Courtland, VA
Bland County Public Library	1297	Bland, VA
Blount County Public Library	1323	Maryville, TN
Blowing Rock Community Library	1307	Blowing Rock, NC
Blue Ridge Community College	1006	Weyers Cave, VA
Blue Ridge Regional Library	1007	Martinsville, VA
Bluefield College/ Easley Library	1008	Bluefield, VA
Boone County Public Library	1263	Burlington, KY
Boone Madison Public Libraries	1239	Madison, WV
Botetourt County Public Library	1009	Roanoke, VA
Boynton Beach City Library	1265	Boynton Beach, FL
Bracken County Public Library	1289	Brooksville, KY
Braswell Memorial Library	1155	Rocky Mount, NC
Brevard College, J.A Jones Library	1116	Brevard, NC
Bridgewater College/Alexander Mack Memorial Library	1085	Bridgewater, VA
Bristol Public Library	1010	Bristol, VA
Buchanan County Public Library	1011	Grundy, VA
Buncombe County Public Libraries	1144	Asheville, NC
Cabarrus County Public Library	1167	Concord, NC
Cabell County Public Library	1311	Huntington, WV
Caldwell County Public Library	1101	Lenoir, NC
Campbell County Public Library	1012	Rustburg, VA
Cape Fear Community College/Learning Resource	1188	Wilmington, NC
Caroline Library, Inc.	1112	Bowling Green, VA
Carroll County Public Schools	1015	Hillsville, VA
Carteret County Public Library System	1326	Beaufort, NC
Caswell County/Gunn Memorial Public Library	1200	Yanceyville, NC

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Central Rappahannock Regional Library	1016	Fredericksburg, VA
Central Virginia Community College	1094	Lynchburg, VA
Central Virginia Regional Library	1314	Farmville, VA
Chapel Hill Public Library	1141	Chapel Hill, NC
Charlotte County Library	1194	Charlotte Court House, VA
Charlotte Mecklenburg Library	1130	Charlotte, NC
Chatham County Public Library System	1271	Pittsboro, NC
Chesapeake Public Library System	1107	Chesapeake, VA
Chesterfield County Public Library	1084	Chesterfield, VA
Chesterfield County Public Schools	1189	Midlothian, Virginia
Christopher Newport University/Trible Library	1213	Newport News, VA
Clarksburg-Harrison Library	1234	Clarksburg, WV
Clarksburg-Harrison Public Library	1234	Clarksburg, WV
Clarksville-Montgomery County Public Library	1241	Clarksville, TN
Clearwater Public Library System	1303	Clearwater, FL
Cleveland County Memorial Library	1123	Shelby, NC
Clifton Forge Public Library	1145	Clifton Forge, VA
Colonial Heights Public Library	1017	Colonial Heights, VA
Craft Memorial Library	1190	Bluefield, West Virginia
Craig County Public Library	1115	New Castle, Virginia
Craven-Pamlico Regional Library	1327	New Bern, NC
Culpeper County Library	1114	Culpeper, VA
Cumberland County Public Library	1111	Cumberland, VA
Cumberland County Public Library	1275	Burkesville, KY
Cynthiana-Harrison County Public Library	1240	Cynthiana, KY
Danville Community College	1019	Danville, VA
Davidson County Public Library	1152	Lexington, NC
Davie County Public Library	1212	Mocksville, NC
Doddridge County Public Library	1320	West Union, WV
Duplin County Library	1139	Kenansville, NC
Durham Technical Community College	1191	Durham, NC
East Albemarle Regional Library System	1186	Elizabeth City, NC
Eastern Shore Public Library	1022	Accomack, VA
ECPI University	1268	Virginia Beach, VA
Emory & Henry College/Kelly Library	1023	Emory, VA
Essex Public Library	1113	Tappahannock, VA
Fairfax County Public Schools	1328	Fairfax, VA
Farmville Public Library	1224	Farmville, NC
Fauquier County Public Library	1024	Warrenton, VA
Fauquier County Public Schools	1185	Warrenton, VA
Ferrum College/Stanley Library	1025	Ferrum, VA
Floyd County Public Library	1238	Prestonsburg, KY
Fontana Regional Library	1173	Bryson City, NC
Forsyth County Public Library	1306	Winston Salem, NC
Franklin County Library	1171	Louisburg, NC
Franklin County Public Library	1026	Rocky Mount, VA

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Galax-Carroll Regional Library	1027	Galax, VA
Garrard County Public Library	1250	Lancaster, KY
Gassaway Public Library	1317	Gassaway, WV
Gaston County Public Library	1147	Gastonia, NC
Germanna Community College	1118	Fredericksburg, VA
Gibsonville Public Library	1255	Gibsonville, NC
Gloucester County Library	1087	Gloucester, VA
Grant County Public Library	1254	Williamstown, KY
Graves County Public Library	1233	Mayfield, KY
Greensboro Public Library	1143	Greensboro, NC
Greenup County Public Library	1285	Greenup, KY
Halifax County South Boston Public Library System	1028	Halifax, VA
Hampshire County Public Library	1243	Romney, WV
Hampton Public Library	1092	Hampton, VA
Handley Regional Library	1099	Winchester, VA
Hanover County Public Schools	1136	Ashland, VA
Hardin County Public Library	1279	Elizabethtown, KY
Hardy County Public Library	1196	Moorefield, WV
Harold D. Cooley Library	1300	Nashville, NC
Haywood County Public Library	1170	Waynesville, NC
Heartland Library Cooperative	1264	Okeechobee, FL
Henderson County Public Library	1153	Hendersonville, NC
Henrico County Public Library	1018	Henrico, VA
Henrico County Public Schools	1135	Henrico, VA
Henry County Public Library	1276	Eminence, KY
Heritage Public Library	1029	New Kent, VA
Hickory Public Library	1256	Hickory, NC
Hocutt-Ellington Memorial Library	1214	Clayton, NC
Hopkinsville-Christian County Public Library	1287	Hopkinsville, KY
J. Sargeant Reynolds Community College	1030	Richmond, VA
James l. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
Jefferson-Madison Regional Library	1031	Charlottesville, VA
Jessamine County Public Library	1210	Nicholasville, KY
John Tyler Community College Library	1032	Chester, VA
Johnson City Public Library	1033	Johnson City, TN
Kanawha County Public Library	1236	Charleston, WV
Kenton County Public Library	1325	Erlanger, KY
King University	1034	Bristol, TN
Lancaster Community Library	1035	Kilmarnock, VA
Laurel County Public Library	1242	London, KY
Lee County Library	1272	Sanford, NC
Library of Virginia	1134	Richmond, VA
Lighthouse Point Library	1313	Lighthouse Point, FL
Lincoln County Public Library	1128	Lincolnton, NC
Logan County Public Library	1232	Russellville, KY
Lonesome Pine Regional Library	1036	Wise, VA

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Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
Lunenburg County Public Library System	1253	Victoria, VA
Lynchburg Public Library	1038	Lynchburg, VA
Madison County Public Library	1225	Richmond, KY
Maitland Public Library	1290	Maitland, FL
Marion County Public Library	1281	Fairmont, WV
Martinsburg-Berkeley County Public Library	1175	Martinsburg, WV
Mary Riley Styles Public Library	1039	Falls Church, VA
Mary Wood Weldon Memorial Library	1277	Glasgow, KY
Mason County Public Library	1211	Point Pleasant, WV
Mauney Memorial Library	1133	Kings Mountain, NC
McCracken County Public Library	1296	Paducah, KY
McDowell County Public Library	1146	Marion, NC
Mecklenburg Co. Sheriff's Office Libraries	1231	Charlotte, NC
Mecklenburg County Public Library	1126	Boydton, VA
Meherrin Regional Library	1040	Lawrenceville, VA
Menifee County Public Library	1246	Frenchburg, KY
Montgomery County Public Library	1235	Mount Sterling, KY
Montgomery County Public Schools	1090	Christiansburg, VA
Montgomery-Floyd Regional Library	1041	Christiansburg, VA
Mooneyham Public Library	1174	Forest City, NC
Morgantown Public Library	1208	Morgantown, WV
Mountain Empire Community College/Wampler Library	1042	Big Stone Gap, VA
Nassau County Public Library System	1315	Fernandina Beach, FL
New Hanover County Public Library	1216	Wilmington, NC
New Martinsville Public Library	1205	New Martinsville, WV
New River Community College	1091	Dublin, VA
Newport News Public Library System	1044	Newport News, VA
Norfolk Academy	1302	Norfolk, VA
Norfolk Public Library	1045	Norfolk, VA
Norfolk State University, Lyman Beecher Brooks Library	1249	Norfolk, VA
Norris Public Library	1247	Rutherfordton, NC
Northern Virginia Community College	1132	Annandale, VA
Northumberland Public Library	1047	Heathsville, VA
Northwestern Regional Library	1165	Elkin, NC
Oldham County Public Library	1304	La Grange, KY
Oneonta Public Library	1301	Oneonta, AL
Orange County Public Library	1117	Orange, VA
Orange County Public Library	1125	Hillsborough, NC
Pamunkey Regional Library	1048	Hanover, VA
Paris-Bourbon County Library	1274	Paris, KY
Patrick Henry Community College/Lester Library	1049	Martinsville, VA
Paul Sawyier Public Library	1266	Frankfort, KY
Pearisburg Public Library	1050	Pearisburg, VA

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Pender County Public Library	1138	Burgaw, NC
Pendleton County Public Library	1183	Franklin, WV
Petersburg Public Library System	1051	Petersburg, VA
Piedmont Virginia Community College	1102	Charlottesville, VA
Pittsylvania County Public Library	1052	Chatham, VA
Polk County Library Cooperative	1267	Bartow, FL
Polk County Public Library	1184	Columbus, NC
Poquoson Public Library	1053	Poquoson, VA
Powhatan County Public Library	1088	Powhatan, VA
Prince William Public Library System	1054	Prince William, VA
Public Library of Anniston-Calhoun County	1292	Anniston, AL
Public Library of Johnston County & Smithfield	1160	Smithfield, NC
Pulaski County Library System	1055	Pulaski, VA
Pulaski County Public Library	1283	Somerset, KY
Radford Public Library	1056	Radford, VA
Raleigh County Public Library	1259	Beckley, WV
Randolph County Public Library	1221	Asheboro, NC
Rappahannock Community College	1097	Warsaw, VA
Rappahannock County Library	1206	Washington, VA
Richard C. Sullivan Public Library	1324	Wilton Manors, FL
Richmond Public Library	1108	Richmond, VA
Ritchie County Public Library	1177	Harrisville, WV
Roanoke City Public Library	1109	Roanoke, VA
Roanoke County Public Library	1059	Roanoke, VA
Robeson County Public Library	1164	Lumberton, NC
Rockbridge Regional Library	1120	Lexington, VA
Rowan Public Library	1150	Salisbury, NC
Russell County Public Library	1061	Lebanon, VA
Rutherford County Library System	1228	Murfreesboro, TN
Salem Public Library	1063	Salem, VA
Sampson-Clinton Public Library	1137	Clinton, NC
Samuels Library	1064	Front Royal, VA
Scott County Public Library	1262	Georgetown, KY
Shenandoah County Library	1179	Edinburg, VA
Sheppard Memorial Library	1182	Greenville, NC
Smyth County Public	1066	Marion, VA
Southern Pines Public Library	1158	Southern Pines, NC
Southside VA Community College	1203	Keysville, VA
Southwest Virginia Community College	1067	Richlands, VA
Spindale Public Library	1163	Spindale, NC
Spring Hill Public Library	1312	Spring Hill, TN
Stanly County Public Library	1195	Albemarle, NC
State Library of North Carolina	1248	Raleigh, NC
Staunton Public Library	1068	Staunton, VA
Suffolk Public Library System	1069	Suffolk, VA
Sullivan County Public Library	1070	Blountville, TN
Tazewell County Public Library	1071	Tazewell, VA

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Temple Rodef Shalom Library	1257	Falls Church, VA
Tennessee State Library and Archives	1199	Nashville, TN
The Parkland Library	1295	Parkland, FL
Thomas Nelson Community College	1072	Hampton, VA
Tidewater Community College	1100	Norfolk, VA
Transylvania County Library	1156	Brevard, NC
Union County Public Library	1140	Monroe, NC
University of Virginia College at Wise/Wyllie Library	1124	Wise, VA
Upshur County Public Library	1244	Buckhannon, WV
Vienna Public Library	1192	Vienna, WV
Virginia Beach Public Library	1073	Virginia Beach, VA
Virginia Department of Juvenile Justice	1309	Richmond, VA
Virginia Highlands Community College	1075	Abingdon, VA
Virginia Museum of Fine Arts	1316	Richmond, VA
Virginia State University	1198	Petersburg, VA
Virginia Western Community College	1077	Roanoke, VA
Warren County Memorial Library	1217	Warrenton, NC
Washington County Public Library	1078	Abingdon, VA
Wayne County Public Library	1168	Goldsboro, NC
Whitley County Public Library	1215	Williamsburg, KY
William & Mary, Wolf Law Library & Earl Gregg Swem Library	1149	Williamsburg, VA
Williamsburg Regional Library	1080	Williamsburg, VA
Wilson County Public Library	1162	Wilson, NC
Wolf County Public Library	1282	Campton, KY
Wythe-Grayson Regional Library	1098	Independence, VA
Wytheville Community College/Kegley Library	1082	Wytheville, VA
York County Public Library	1305	Yorktown, VA

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ATTACHMENT E

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

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- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status 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.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ **I plan to use subcontractors** ☐ **I plan to complete all work**

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
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: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

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Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or $ (Initial Term): _____ Contact Address: _____

Description of Work: _____

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Attachment F

Virginia State Corporation Commission (SCC) registration information.

The offeror:

☐ 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 offeror 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 offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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Attachment G

Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm):_____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.

Date

Signature: _____

Title: _____

☐ No portion of this bid / proposal is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

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ATTACHMENT H - RFP Checklist

Be sure to complete and/or submit the following information with your completed proposal package.

1.) Cover Sheet

2.) Offeror Data Sheet (Attachment A)

3.) Service Requirements Deemed Important in Consideration of Vendor Selection (Attachment B)

4.) Offeror Discount Pricing Sheet (Attachment C)

5.) Small Business Subcontracting Plan (Attachment E)

6.) Virginia SCC Registration Information (Attachment F)

7.) Proprietary/Confidential Information Identification (Attachment G)

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