



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

STANDARD CONTRACT LVA-SER-21-003

This Contract entered by Jupiter Associates, LLC, 12 Aiken Ct, Malvern, PA 19355 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:

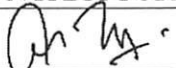
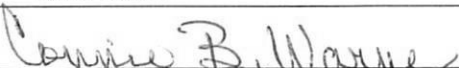
1. This signed form,
2. The following portions of the Request for Proposals dated March 9, 2021, and
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions
 - d. Attachment B
 - e. Attachment C
3. The Contractor's Proposal dated March 30, 2021 and negotiation points dated May 3, 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: 	Signature: 
Title: Member	Title: Deputy of Administration
Date: 05/06/2021	Date: 5/6/2021

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 fax

REQUEST FOR PROPOSALS (RFP)

Issue Date: March 9, 2021 RFP# LVA-SER-21-003

Title: Library Serials/Subscriptions

Commodity Code: 71500, 71510

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 March 31, 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 16, 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. _____
Class: _____ Specialty Codes: _____

* DSBSD-certified Small Business No. _649227_____

Name And Address Of Firm:

Jupiter Associates, LLC _____
12 Aiken Ct _____

Date: _03/30/2021_____

By: _____

(Signature In Ink)

Malvern, PA _____ Zip Code: 19355 _____

Name: Pradeep Bansal 'Phil' _____

eVA Vendor ID or DUNS #: _E89654_____

(Please Print)

Fax Number: (610) _321-0427_____

Title: Member _____

E-mail Address: _cs@jupiter-llc.com_____

Telephone Number: (610) _283-2560_____

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 on behalf of Mid-Atlantic Library Alliance (MALiA) to solicit sealed proposals from qualified sources and to establish contract(s) through competitive negotiations with one or more contractors to provide library serials/subscriptions 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 serials/subscriptions 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 serials/subscriptions placed by any MALiA member library on a consistent basis during the term of the contract.

Library serials/subscriptions are defined for the purpose of this RFP as:

Serials are defined the purpose of this RFP as stated in the 1983 edition of the *Glossary of Library and Information Science* edited by Heartsil Young:

"A publication in any medium issued in successive parts bearing numerical or chronological designations and intended to be continued indefinitely. Serials include periodicals; newspapers; annuals (reports, yearbooks, etc.); the journals, proceedings, transactions etc. of societies; and numbered monographic series. (AACR2)."

A number of MALiA member libraries have varying subscription dates. Consideration must be given to pick up subscriptions at varied times during the contract. Consideration must also be given to provide common expiration dates when requested.

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.

The vendor must be capable of supplying serials subscriptions from various types of publishers and must be able to provide geographical coverage for serials published worldwide.

The vendor must provide continuous, uninterrupted service of serials subscriptions currently being received by MALiA member libraries.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

RFP Issue Date	March 9, 2021
Submit Questions by	March 16, 2021
Response to questions posted by	March 19, 2021
URFP Due Date	March 31, 2021
Award of URFP	To Be Determined

All questions pertaining to this Request for Proposal shall be submitted via email to nancy.sconzo@lva.virginia.gov. **No questions will be accepted after 5:00 p.m. on March 16, 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**)
- g. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

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 Requirements 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 SBSID certified prior to closing date.

V. EVALUATION AND AWARD CRITERIA:

Evaluation Criteria: Proposals shall be evaluated using the following 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 and Cancellations	10
Attachment B Service Requirements, III	Claims	10
Attachment B Service Requirements, IV	Title Changes	10
Attachment B Service Requirements, V	Invoicing	10
Attachment B Service Requirements, VI	Overall Cost Considerations	15
Attachment B Service Requirements, VII	Customer Service	15
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, VII. Customer Service, #9.
- B. Monthly summary of claims and status to member libraries as described in Attachment B, III. Claims, #5.
- C. 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.

- D. **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 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 CONTRAC**: 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.gov15T

- 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 or institution on 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 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

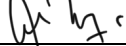
Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

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: Phil Bansal Phone: 610-283-2560
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
18 Years 6 Months
4. Vendor Information: eVA Vendor ID or DUNS Number: E89654

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: Greensville Correctional Center Contact: Mark Markivich
Phone: (434) 602-3226 email: Mark.Markivich@vadoc.virginia.gov
Project: Yearly subscription for S1, S2 and S3 Libraries.
Dates of Service: Various. \$ Value: _____
- B. Company: Green Rock Correctional Center Contact: Jacquelyn Jones
Phone: (434) 433-3308 email: Jacquelyn.jones@vadoc.virginia.gov
Project: DCE Library Subscription.
Dates of Service: Various. \$ Value: _____
- C. Company: Augusta Correctional Center Contact: Cynthia Doyle
Phone: (804) 997-3637 email: cynthia.doyle@vadoc.virginia.gov
Project: Augusta Correctional Center, Harrisonburg Diversion Center, Cold Springs Corr. Library Subscriptions.
Dates of Service: Various. \$ Value: _____
- D. Company: Haynesville Correctional Center Contact: Edith Hudgins
Phone: (804) 250-4258 email: Edith.Hudgins@vadoc.virginia.gov
Project: DCE Library Subscription for Main Library, Unit 17 and Caroline Unit.
Dates of Service: Various. \$ Value: _____

I certify the accuracy of this information.

Signed:  Title: Member Date: 03/30/2021

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. How long has the vendor offered serials to libraries?
We have been in business since 2004 and providing complete educational & library services including subscription services since 2008.
2. What is the vendor's total staff size and where are they located?
1, located in Malvern, Pennsylvania. Lack of additional staff does not mean our quality of service is compromised. We are proud of superior service and we work as long as required and accessible 24/7. We have developed a great reputation with our clients and publishers.
3. Specify the general qualifications and training of the staff who would be working with MALiA libraries on serials services.
We have the necessary technology and resources to adopt and keep pace with the demand and to provide excellent service.
4. What is the approximate number of libraries the vendor serves in each of the following categories?
Academic 10 Public 100 Special 300 School 450
5. Describe the scope, coverage, and format of the vendor's serials offerings (annuals, standing orders, periodicals, newspapers, memberships, etc.).
We handle all the above.
6. What is the approximate number of serials titles the vendor can supply? If the title list is available online, please provide the URL.
Roughly 5,000 titles. List is currently not available online.
7. Approximately what percentage of serials titles supplied by the vendor are available in the following format categories: 1) print-only, 2) both print and electronic, and 3) electronic-only? Please describe any changes to this mix that the vendor anticipates over the next couple of years.
Print: 40%, Both Print and Electronic: 35%, Electronic Only: 25%.

8. What is the approximate number of serials publishers the vendor can supply?

Over 500 North American and European publishers. New relations are formed as required.

9. Describe electronic journal package options available to member libraries.

Yes, both Print & Electronic and Electronic only.

10. For electronic serials supplied by the vendor, describe any license/use/access restrictions that would apply.

Please specify limits on the number of users that can access an e-resource at the same time, and the authentication methods used to restrict access to member library patrons.

Varies with the publisher, we adhere to publisher's policy.

11. 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 in a sound financial position, our cash reserves are very strong. We pre-pay all our orders to the publisher without seeking outside help to provide uninterrupted and timely delivery.

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

Our experience and dedication coupled with the latest technology system to cater to every client needs and provide unparalleled customer service.

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

We have relationship with most of the publishers and new relationships are formed as required.

II. ORDERS AND CANCELLATIONS

1. What methods are available to member libraries for placing and tracking orders?

Currently orders are placed using Fax Back Form, Email, Fax.

2. Is the vendor able to process and confirm new orders within ten (10) working days after receipt of orders from member libraries?

Yes, we will process and confirm new orders within (10) working days after receipt of orders from member libraries.

3. How many days should member libraries generally allow before expecting receipt of the first issue of a new order?

For renewals orders normally there is no gap in subscription. For new subscriptions, it takes about 8-12 weeks for issues to start. Newspaper subscriptions start in about a week.

4. Member libraries reserve the right to obtain titles from another source if the vendor is not able to supply them in a timely manner. Is the vendor able to notify member libraries within thirty (30) days if unable to supply a title and state the reason for nonfulfillment?

Yes, we will notify member libraries within thirty (30) days if unable to supply a title and will state the reason for non-fulfillment. Member libraries will reserve the right to obtain these and any other subscriptions that cannot be provided in a timely manner by us from any other source.

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

Yes, rush orders are processed immediately and coordinated with the publisher to start the subscription with desired start date subjected to publisher restrictions and schedule.

6. Will the vendor seek to establish a common start date and common expiration date for subscriptions as instructed by member libraries?

Yes, we will establish a common start date and common expiration date for subscriptions as instructed by member libraries.

7. Will the vendor supply information about “comes with” titles, and notify member libraries of options to buy titles in combinations, when available?

Yes.

8. Is the vendor able to accept orders for back issues of periodicals for past years, for any previous year, for single-purchase issues, and other?

Depending upon the availability of the back issues with the publisher we will supply back issues of periodicals.

9. Will the vendor accept library supplied identification numbers (such as OCLC numbers) or other data and request that publishers include such numbers or data as part of the address label for each subscription?

Yes, if service is available with the publisher we will work with the publisher to include supplied identification numbers (such as OCLC numbers) or other data include to be the part of the address label for each subscription.

10. Is the vendor able to place all orders directly with publishers and not through other vendors, jobbers, or fulfillment houses? Most orders are placed by us, for higher discount popular magazine orders are placed through the sub-contractor.

11. Will the vendor request publishers to send replacement copies for serials found to be defective, mutilated, damaged, or lost in shipment, provided the loss is reported within the publishers' announced time frame?

Yes, we will send replacement copies for serials found to be defective, mutilated, damaged, or lost in shipment within the publisher's announced time frame.

12. When can a serials title be canceled? Are there restrictions? If so specify.

We will accept cancellations, as instructed during the term of an order subjected to publisher policies. If a refund is received from the publisher then the account will be credited with full amount refunded by the publisher and serial will be removed from the renewal invoice list.

13. In the event of a cancellation, will the vendor notify the library of exactly what the last piece to be received will be (e.g. volume, number, year, month)?

Yes.

14. In the event a member library transfers its account away from the vendor, how would the vendor handle the cancellations of all titles for the library?

Cancellation is preferred at the end of the subscription period. In case of reasons beyond our control, we will handle cancellation to the satisfaction of the library.

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

We will work with the library to resolve any issue that may arise due to situation beyond our control.

III. CLAIMS

1. How are claims for serials processed by the vendor?

Currently, due to the volume and type of subscription we handle, claims are processed over the phone, email or fax.

2. Within how many days of receipt are serials claims processed, and what is the average turn-around time for processing claims?

1 - 7 Days.

3. Under what circumstances, if any, are serials claims ever held and batched by the vendor?

No.

4. How and within how many days will the vendor notify a member library regarding the status of a claim?

1 - 7 Days.

5. Will the vendor provide a monthly summary of claims and their status to member libraries?

Monthly summary of claims and their status will be provided to member libraries.

6. Provide a sample of the vendor's serials claims reports.

Currently, due to the volume and type of subscription we handle, serials claims report is not available.
Claims report will be provided upon request from the member library.

7. If a serials claim submitted to the vendor is within the time period designated by the publisher, will the vendor supply missing issue(s) free of charge or secure an extension to the subscription at the request of a member library?

Yes, missing issues(s) will be supplied free of charge or extension will be secured for serial claims within the time period designated by the publisher.

8. Will the vendor supply all bibliographic and financial information needed to place a claim for missing issues either through the vendor or directly with the publisher?

We will supply all bibliographic and financial information needed to place a claim for missing issues through us or directly with the publisher.

9. Will the vendor provide preprinted claim forms and/or electronic claims for use in claiming missing issues?

Yes.

10. Will the vendor submit claims to the publisher within five (5) working days of receipt from member libraries?

Yes.

11. How will the vendor deal with a pattern of receipt of duplicate serials issues?

We will work with the library to resolve the issue.

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

Most of our current subscription orders are for Popular Magazines and Newspapers from VA DOC. In the future if large serials orders are received then we will work with the member library to provide required reports, forms and develop on-line system to streamline subscription management system.

IV. TITLE CHANGES

1. In the event of a title change, will the vendor notify the library of exactly what the last piece to be received will be (e.g. volume, number, year, month)?

Yes.

2. When a title changes, will the library be given a choice of not subscribing to the new title, or will the vendor automatically enter a subscription to the new title for the library?

Yes.

3. Will the vendor agree to not make title substitutions or additions without advance written approval of member libraries on a title-by-title, library-by-library basis?

Yes.

4. When a title ceases, what efforts will the vendor make to secure a refund for the library?

Refund or replacement titles will be provided for ceased titles.

5. Will the vendor notify the library of suspended titles? If yes, at what point is the title considered "dead" and procedures for a refund initiated?

Yes, ceased titles are considered 'dead'. Refund is initiated per member library's request.

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

V. INVOICING

1. Within how many days after the vendor's receipt of a serials order should a library expect an invoice?
2 to 3 weeks.

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

Orders are processed on the same day of receiving, invoicing is done after processing all the titles.
PCard orders are invoiced in about 3-4 weeks. Invoice for payment by checks are typically sent in 2-3 weeks.

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

Our quoted price is net and include discount, credits and service charges.

4. Does the vendor provide discounts or credits for early payment of invoices? Describe and enumerate any early payment percentage schedules.

No, discount for early payment is not provided.

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

No.

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

Yes, credit card payment (American Express, VISA, MasterCard) is accepted without imposing any extra charge.

7. Will the vendor automatically create and send an invoice for any unscheduled, additional, or supplemental volumes that are a numbered part of the current year subscription?

Yes.

8. Will the vendor automatically merge additional titles ordered throughout the year alphabetically into the following annual renewal invoice so that all titles being handled by the vendor will be listed on a single, updated annual renewal invoice?

Yes.

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

VI. OVERALL COST CONSIDERATIONS

1. What pricing model and discount options does the vendor offer for serials? Enumerate and describe available options in detail (e.g. purchase vs. lease, discounts for prepayment/volume purchasing/title bundling/titles purchased in both print and electronic format, etc.).

Our pricing model and discount options are fixed. We do not offer discount for prepayment. Volume purchasing discount is subject to publisher's terms.

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

3. Describe the vendor's service charges (flat-fee and other) for serials, and how they are calculated or vary depending on type of service. Specify and give examples of how service charge options would work.

Our service charge is fixed and included in the quoted price.

4. Describe the vendor's credit practices in detail, including under what circumstances the vendor will provide credits to member libraries.

Orders are not invoiced till all the titles are processed. If a title is ceased than depending on the member library's request either replacement or credit is provided.

5. Will the vendor provide at no charge to member libraries priority handling and delivery of rush orders within fifteen (15) days? Describe additional special handling charges for expedited rush materials (e.g. overnight, two-day, etc.).
Yes, no extra fee for rush orders (subject to publisher's terms). Actual shipping charges for overnight, two-day will be applied.
6. Describe any additional fees charged by the vendor (e.g. special/blanket fees per title(s), annual subscription/access fees, other).
No fee.
7. Does the vendor charge member libraries for delivery/postal fees? If yes, please explain.
No, delivery/postal fees are included.
8. Describe the vendor's return policy.
Returns are handled on case by case basis depending upon the reason and type of publication and publisher etc.
9. Will the vendor provide sample issues of periodicals at a member library's request? If yes, is there a fee for this service?
Yes, without any fee if the publisher permits.
10. Are there other aspects of overall cost considerations the vendor would like to comment on that have not been thoroughly covered in this section?

VII. CUSTOMER SERVICE

1. Is the vendor able to respond to inquiries from member libraries within three (3) working hours?
Yes.
2. What form(s) of vendor communication are available to member libraries (e.g. toll free number, email, chat, etc.)?
Phone, email, fax.
3. What electronic/online systems are available at the vendor's website to facilitate member library activities such as placing orders/claims/cancellations, invoice requests/review, title/price lookup, on-demand reports, other?
Currently not available but will be developed upon request.
4. What technical support does the vendor provide for electronic serials and related services? Please describe the type of tech support available (e.g. chat, email, phone, onsite), hours of availability (e.g. 24/7), and associated charges.
Support is available 24/7 through phone, email or fax.
5. For electronic serials, how are usage statistics provided?
Customized reports are provided on an "as needed" bases at the requested intervals at no charge.
6. Describe the standard and customizable fiscal and management reports the vendor can provide to member libraries. Include associated costs where applicable, and whether there is a limit on the number of different reports or the number of times a library can receive a single report annually at no cost.
As requested by the member library, report will be provided.

7. What kinds of electronic cataloging records does the vendor provide (e.g. MARC, authority, serials holding, etc.), and are there any extra costs involved?

Currently not available but will be developed upon request at no extra cost.

8. Describe any additional value-added serials services (e.g. shelf-ready processing, enhanced bibliographic records, other) the vendor can provide. Enumerate and describe in detail the costs associated with each service.

Currently not available but service is under consideration.

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.

Yes.

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

Our goal is to go above and beyond to provide best possible service to ensure timely order processing and delivery.

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.

1. Specify the discount rate(s) from publisher list price that the offeror will provide. Complete 1a if the discount rate applies to all libraries. Complete 1b if the discount rate will vary based on type of library.

a). Discount rate for all libraries: 0% up to 6%.

b). Discount rate by type of library:

Discount rate for public libraries: _____

Discount rate for academic libraries: _____

Discount rate for school Libraries: _____

Discount rate for special Libraries: _____

2. Outside of the discounts above, please list any other serials-related discounts the offeror will provide. Specify each discount as a percentage or dollar amount, along with a brief description of the serials item or service it covers. The offeror may list the discounts by type of library if these vary.

ATTACHMENT D

MALIA MEMBER LIBRARIES AS OF FEBRUARY 1, 2021

<u>Library Name</u>	<u>Member #</u>	<u>City, State</u>
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

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/Stamley 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

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 I. 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

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 Sawyer Public Library	1266	Frankfort, KY
Pearisburg Public Library	1050	Pearisburg, VA

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

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

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: Jupiter Associates, LLC

Preparer Name: Pradeep Bansal

Date: 03/30/2021

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: 649227

Certification Date: 10/26/2017

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: Magazine Subscription Service Agency SBSD Cert #: _____

Contact Name: Richard Emmons SBSD Certification: _____

Contact Phone: 800-368-7922 Contact Email: infor@mass-fl.com

Value % or \$ (Initial Term): _____ Contact Address: 5248 State Road 54, New Port Richey, FL34652

Description of Work: Popular magazine subscriptions.

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: _____

Attachment F

Virginia State Corporation Commission (SCC) registration information.

The offeror:

Jupiter Associates, LLC

☒ is a corporation or other business entity with the following SCC identification number: T043435-9

-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): ☐

Attachment G

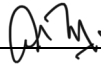
Proprietary/Confidential Information Identification

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): Jupiter Associates, LLC invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on 03/30/2021

Date

Signature: _____



Title: Member

☒ 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)

The purpose of this email is to negotiate a possible contract between the LVA/MALiA and your company Jupiter .

LVA/MALiA has several negotiation/clarification points we would like to discuss. Please note that this is **not** an offer of award and these negotiation points have been selected by the panel.

The panel is requesting clarification on the title cancellations if the library terminates its account.

If a MALiA library terminates the account, we will adhere to the request. Refund is subjected to stage of the subscription period. If termination request is received within 4 weeks from the order date then full amount will be refunded, after that we will refund the amount refunded by the respective publishers.

The panel would like to see a plan for what happens when the sole employee is unavailable.

Business continuity and succession plans (see below) are vital to ensure the continued success of our business. We regularly evaluate our standard operating procedures, and candidates to provide seamless service to our clients. If needed, Magazine Subscription Service Agency will take over the subscription accounts.

Succession plan:

<i>Candidate Ready Immediately</i>	<i>Our Associate:</i>	<i>Other Actions</i>
<i>Babita Bansal</i>	<i>Levart Enterprises LLC 13510 Lavender Mist Lane Centreville, VA 20120</i>	<i>Other candidates will be hired based on the demand and volume.</i>

The panel felt the proposal was unclear in regards to refund vs replacement of ceased titles. Please explain how this is handled.

If a title is ceased, we will provide full or partial refund depending upon the stage of subscription period. Refunds are calculated on a pro rata basis. Last year due to the pandemic few titles ceased, so we suggested similar replacements. In couple of cases we issued refund check or applied credit to next year subscription.

The panel would like a discount/credit for early payments.

Order amount < \$5,000.00 no early discount/credit.

Order amount from \$5,001.00 to \$10,000.00 discount of 1% for payment with order.

Order above \$10,000.00 will receive discount of 2% for payment with order.

The panel would like to see some type of discount rate. Currently, the proposal states 0 to 6%.

Major publishers offer about 5% discount on Journals, Magazines receives higher discount, Newspaper and many other publications receive no discount from the publisher.

Discount range of 0% to 6% encompasses our service charges on the publisher's discount.

The panel would like to know in which instant you would not give a discount.

We act as a liaison between the publisher and the client if discount is not offered by the publisher then discount is not provided.

The panel would like to know if you receive discounts from publishers do you pass that on to the libraries.

Yes, discounts from the publisher are passed on to the clients.

The panel would like to see what your service charge is, it currently states fixed but unclear.

Our service charge is 5%.

The panel would like clarification on credit practices, such as lost, cased or damaged.

Depending on the availability, replacement issues will be mailed for lost or damaged issues. If issues are not available then the subscription will be expended.

The panel is requesting that the vendor offers a call tag for returns.

Yes, UPS call tags are offered for returns.

Panel would like to see an explanation on the return policy.

We believe in providing superior client service and that includes our return policy. We try our best to accommodate with all the returns and we are confident that our clients will attest to same. Returns will depend on lot of factors and policy will be set on case by case basis.

Panel would like a list of the fiscal/management reports that are provided.

Our reports are personalized to client's requirement and requested format. Some of the reports are: order status, account information, order status, expiration and renewal status, missing issues report, balance report.

Please remember this process is confidential and we ask that you not share this information. We are requesting that you have your response by COB on Tuesday, May 4/, 2021.