



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by Midwest Library Service, 11443 St., Charles Rock Road, Bridgeton, MO 63044 hereinafter called the "Contractor" and Commonwealth of Virginia (Commonwealth) through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 on behalf of Mid-Atlantic Library Alliance, Inc. hereinafter called the "Library or LVA" and "MALiA".

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.


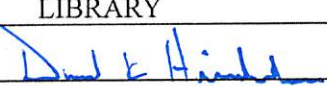
PERIOD OF PERFORMANCE: July 1, 2022 through June 30, 2025 with two one-year optional renewals.

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 February 1, 2022, and
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions
 - d. Attachment B
 - e. Attachment C
 - f. Addendum #1
3. The Contractor's Proposal dated March 1, 2022 and negotiation points dated April 7, 2022.

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: Herbert M. Lesser	Title: Deputy, FAS
Date: 4/11/2022	Date: 4/13/22

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 tty



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

RE: RFP: LVA-MAT-22-007

1 message

Trudy Barrett <barrett@midwestls.com>

Thu, Apr 7, 2022 at 10:54 AM

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

Hi Nancy-

Thank you for reaching out to me this morning.

IV. Overall Cost Considerations – Page 29, question 2 – Books identified as hard to obtain are not discounted, some of these titles are subject to a nominal service charge. Panel would like clarification on what “nominal” means?

For orders where we receive little or no discount from the publisher/seller or additional handling is required such as prepayment, we would add a service charge. The service charge is 13% of the list price with a minimum of \$6.00 and maximum of \$35.00.

IV. Overall Cost Considerations page 29, question 6 – Vendor indicated yes to free shipping/handling for physical materials. Under remarks - vendor indicates a shipping charge at a flat fee of 5.8% of the invoice pricing. Panel wants the shipping charge removed from remarks.

Midwest Library Service agrees to remove shipping charge from remarks.

Please let me know if you need anything else.

Thank you !

Trudy Barrett



Trudy Barrett
General Manager
barrett@midwestls.com
www.midwestls.com
800-325-8833 FAX: 800-962-1009

Midwest Library Service*The Preferred Source for Books Since 1959.*View my profile on **LinkedIn**

From: Sconzo, Nancy <nancy.sconzo@lva.virginia.gov>
Sent: Thursday, April 7, 2022 9:29 AM
To: Trudy Barrett <barrett@midwestls.com>
Subject: Fwd: RFP: LVA-MAT-22-007

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

[800 East Broad Street](#)

[Richmond, VA 23219](#)

Nancy.Sconzo@lva.virginia.gov

----- Forwarded message -----

From: **Sconzo, Nancy** <nancy.sconzo@lva.virginia.gov>
Date: Mon, Apr 4, 2022 at 8:22 AM
Subject: RFP: LVA-MAT-22-007
To: <hlesser@midwestls.com>

Good Morning,

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

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.

IV. Overall Cost Considerations – Page 29, question 2 – Books identified as hard to obtain are not discounted, some of these titles are subject to a nominal service charge. Panel would like clarification on what “nominal” means?

IV. Overall Cost Considerations page 29, question 6 – Vendor indicated yes to free shipping/handling for physical materials. Under remarks - vendor indicates a shipping charge at a flat fee of 5.8% of the invoice pricing. Panel wants the shipping charge removed from remarks.

Please remember this process is **confidential** and we ask that you not share this information. We are requesting that you have your response returned by **9:00 a.m. on Thursday, April 7, 2022.**

Thank you.

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

[800 East Broad Street](#)

[Richmond, VA 23219](#)

Nancy.Sconzo@lva.virginia.gov



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Response to

The Library of Virginia on behalf of

the Mid-Atlantic Library Alliance (MALiA)

Request for Proposal for

Library Books, Music, and Video

LVA-MAT-22-007

Due: **March 3, 2022 2:00 p.m.**

Submitted by: **Midwest Library Service**
11443 St. Charles Rock Road
Bridgeton, MO 63044
800-325-8833 (Voice)
800-962-1009 (Fax)



Midwest Library Service

11443 ST. CHARLES ROCK ROAD • BRIDGETON, MISSOURI 63044-2789 • U.S.A.
Phone: 800-325-8833 • 314-739-3100
FAX: 800-962-1009 • 314-739-1326
mail@midwestls.com
www.midwestls.com

March 1, 2022

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

Dear Ms. Sconzo:

Enclosed is Midwest Library Service's response to the Mid-Atlantic Library Alliance (MALiA) Request for Proposal for Library Books, Music, and Video, LVA-MAT-22-007.

This offer is made jointly to each member of the MALiA consortium. The offer is for the initial term and may be renewed upon mutual consent.

With over 60 years of experience providing libraries with firm orders, standing order, out of print, and approval programs, Midwest Library Service is an established liaison for the acquisition of monographic materials and related services to libraries. We recognize the opportunity this request for proposal brings and look forward to maintaining our long-standing relationships with current Library customers and establishing new relationships with other MALiA members.

Please contact me at 800-325-8833 if there is need for additional information or clarifications.

Sincerely,

Herbert M. Lesser
Vice President

REQUEST FOR PROPOSAL (RFP)

Issue Date: February 1, 2022

RFP# LVA-MAT-22-007

Title: Library Books, Music, and Video

Commodity Code: 71510 – Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, etc.
71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc.
71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.
71505 – Audio Cassettes, Tapes and Compact Disks (prerecorded)
71590 – Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)

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, 2022 through June 30, 2025 with two-one year optional renewals

Submission of Electronic Proposals via the eVA Website will be received until **March 3, 2022 at 2:00 p.m. EST** For Furnishing The Goods Described Herein.

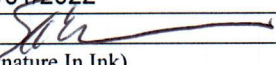
All Inquiries For Information Should Be Directed To: Nancy Sconzo nancy.sconzo@lva.virginia.gov. No questions will be answered by phone or verbally. No questions will be accepted after 5:00 p.m. on February 15, 2022.

In compliance with this Request for Proposals and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

DSBSD-certified Small Business No. 672662

Name And Address Of Firm:

Midwest Library Service
11443 St. Charles Rock Road
Bridgeton, MO Zip Code: 63044

Date: 03/01/2022
By: 
(Signature In Ink)
Name: Herbert M. Lesser

eVA Vendor ID or DUNS #: 03-106-9875
Fax Number: (800)962-1009
E-mail Address: hlesser@midwestls.com

(Please Print)
Title: Vice President
Telephone Number: (800)325-8833

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.f 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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Enclosures:
SWAM Certificate
Returns Policy
Sample Invoice
Sample Credit

- I. PURPOSE:** The purpose of this Request for Proposal (RFP) is for the Library of Virginia to solicit sealed proposals from qualified sources and to establish contract(s) through competitive negotiations with one or more contractors to provide library books, music, and video 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, academic, school, and special libraries, established to provide cooperative information services and programs. Full membership is conveyed to applicant libraries upon payment of annual fees to the corporation.

The Mid-Atlantic Library Alliance (MALiA) represents 221 libraries throughout the mid-Atlantic region, including Virginia, Tennessee, North Carolina, West Virginia, Kentucky, Alabama, and Florida. Membership includes public, academic, school, and special libraries. See Attachment **D: MALiA Member Libraries** as of January 1, 2022 for a list of participating institutions or consult the MALiA website (<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 with library responsibilities to join together in a nonprofit library consortium.

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

The approximate, combined library supplies budget per year is estimated at over \$3,000,000.00. The approximate stated dollar amount is not to be construed to represent any amount MALiA is obligated to purchase under the resulting contract or relieve the contractor of any obligation to provide service. Dollar amounts may change during the course of the contract and MALiA reserves the right to increase or decrease the amount as actual needs and funding determine.

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

This RFP covers the following five categories of library materials:

1. Books – Print
2. Books – Electronic
3. Books – Audio
4. Music
5. Video

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

*Materials, of all physical substances and formats, acquired by a library to constitute its library collection. **Devices for reading, viewing, or hearing the informational content of materials are excluded.***

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

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

RFP Issue Date	February 1, 2022
Submit Questions by	February 15, 2022
Response to questions posted by	February 17, 2022
URFP Due Date	March 3, 2022
Award of URFP	To Be Determined

All questions pertaining to this Unsealed Request for Proposal shall be submitted via email nancy.sconzo@lva.virginia.gov **No questions will be accepted after 5:00 p.m. on February 15, 2022.**

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**)

3. **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.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:**

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

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Completed Offeror Data Sheet (**Attachment A**)
3. Fill out Service Requirement Deemed Important in Consideration of Contractor Selection (**Attachment B**)
4. Offeror Discount Pricing Sheet (**Attachment C**)
5. Small Business Subcontracting Plan (**Attachment E**)
6. Fill out Virginia State Corporation Commission (SCC) Registration information (**Attachment F**)
7. Fill out Proprietary/Confidential Information Identification (**Attachment G**)
8. Must be eVA registered and SBSD certified prior to closing date.

V. **EVALUATION AND AWARD CRITERIA**

A. **EVALUATION CRITERIA**

RFP Reference	Evaluation Criteria	Max Possible Score
Attachment A Offeror Data Sheet, Attachment B Service Requirements, I	Company Data	15
Attachment B Service Requirements, II	Orders and Fulfillment	15
Attachment B Service Requirements, III	Invoices and Payment	10

Attachment B Service Requirements, IV	Overall Cost Considerations	20
Attachment B Service Requirements, V	Customer Service	20
Attachment E Small Business Subcontracting Plan	SWaM	20
	TOTAL	100

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

VI. REPORTS:

A. Annual report for total usage, as described in Attachment B, V. Customer Service, #10

B. Use of Subcontractors

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

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

C. Report on the Participation of Small Businesses and Businesses Owned by Women and Minorities

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit annual reports on the direct involvement of DSBSD certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses based on the Contractor's commitment for utilization of SDBSD SWaM business.

The Contractor shall provide this information electronically to:

Nancy Sconzo
Office of Purchasing and 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. PREPROPOSAL CONFERENCE: Not applicable

VIII. 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 (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** 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 FOR RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

- J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or 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 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 coverages during the entire term of the contract and that all coverage will be provided by 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 in eVA (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.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the 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.
- C. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two 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 eVA-catalog-manager@dgs.virginia.gov.

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

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.
- R. **ENERGY-EFFICIENT AND WATER-EFFICIENT GOODS:** When an agency or institution receives two or more bids for products that are Energy Star certified, meet the Federal Energy Management Program (FEMP) designated efficiency requirements, appear on FEMP's Low Standby Power Product List; or are WaterSense certified, the agency or institution shall only select among those bids.

X. ATTACHMENTS:

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

ATTACHMENT A**OFFEROR DATA SHEET - MUST BE FILLED OUT**

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: Herbert M. Lesser

Phone: 800-325-8833

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

4. Vendor Information: eVA Vendor ID or DUNS Number: 03-106-9875

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: Lander University Contact: Lisa Wiecki, Library Director
Email: lwiecki@lander.edu Jackson Library
Project: Supply print books 320 Stanley Ave.
Greenwood, SC 29649
Dates of Service: 41 years \$ Value:
- B. Company: Library of Virginia Contact: Mary Clark - Acq & Access Management Director
Email: mary.clark@lva.virginia.gov 800 East Broad Street
Project: Supply print books Richmond, VA 23219-8000
Dates of Service: 4 years \$ Value:
- C. Company: Hinds Community College Contact: Judy Hilkert - Tech Services Librarian
Email: jrhilkert@hindscc.edu McLendon Library
Project: Supply print books & physical processing P.O. Box 1100
101 Central Drive
Dates of Service: 18 years \$ Value: Raymond, MS 39154-1100
- D. Company: Huntingdon College Contact: Eric Kidwell - Director
Email: ekidwell@hawks.huntingdon.edu Houghton Memorial Library
Project: Supply print books & physical processing 1500 E. Fairview Ave.
Montgomery, AL 36106
Dates of Service: 51 years \$ Value:

I certify the accuracy of this information.

Signed: 

Title: Vice President

Date: 3/1/2022

Herbert M. Lesser

ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor 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. Describe the vendor's related work experiences that would demonstrate ability to fulfill the contract.

Include the extent to which the vendor is actively engaged in supplying materials to libraries of the type listed in this RFP.

Midwest Library Service has served the academic, public, and special library community since 1959. During this time Midwest has repeatedly demonstrated its ability to combine excellent quality service with competitive pricing. We are committed to provide prompt, accurate, and thorough fulfillment of each member library's book orders. Libraries require titles from a wide spectrum of publishing; it is incumbent upon Midwest to cover these publishers comprehensively and reliably. Our Library Service Representatives and Regional Manager always emphasize personal attention to each Library's requirements. On a continuing basis, Midwest is committed to providing new and appropriate technical and automated support services as our customers require them. Midwest Library Service has served MALIA member libraries for many years.

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

Midwest Library Service's staff consists of 28 employees located in Bridgeton, Missouri. The average number of years of service with the company is 23 years.

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

Public 90+ Academic 1000+ School 20+ Special 240+

4. Describe the vendor's financial stability, available equipment, and other resources that will ensure the delivery of acceptable services to MALIA.

Midwest Library Service has served the academic, public, and special library community for over 60 years. Midwest is a self-financed privately held corporation and earns a strong rating from Dun & Bradstreet. The company uses current technology and equipment. Midwest's responsibility to our clientele is to provide excellent quality service with competitive pricing. The company's enduring commitment is to provide prompt, accurate, and thorough fulfillment of each library's book orders. Personal attention to the requirements of our customers is always emphasized.

5. What categories of materials will the vendor supply? (check all that apply):

☒ Books: Print
☐ Books: Electronic
☐ Books: Audio
☐ Music
☐ Video

6. If vendor will be supplying **Print Books**:

- a. Approximate number of print book publishers/distributors the vendor can supply:

20,000

- b. Approximate number of print book titles the vendor currently supplies:

Midwest supplies approximately 100,000 current titles and hundreds of thousands of back list and out of print titles.

- c. Types of print books the vendor can supply (check all that apply):

☒ Fiction

☒ Nonfiction
☒ Current/Popular
☒ Reference
☒ Large Print
☒ Non-English Language
☒ Graphic Novels
☐ Other: _____

d. Types of audience the vendor can supply (check all that apply):

☒ Children
☒ Young Adult
☒ Adult

e. Provide evidence that demonstrates that the vendor maintains sufficient inventory to supply up to 5 copies of most titles without backordering.

Midwest's inventory is geared to meet the academic needs of libraries. Our stock consists of 40,000+ titles and 300,000+ volumes.

f. Describe print book acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.).

Midwest supplies firm orders, standing orders and continuations, out of print materials, automatic shipment plans, and select non-print media. Firm orders are supplied either from inventory, the publisher, or distributor. We strive for maximum fulfillment and, therefore, willingly work with new publishers and publishers who require prepayment. Rush orders are provided upon request from the library. Backorders are continually researched until the order is filled or deemed unobtainable. Midwest offers an automatic purchase plan for university press titles. Coverage for the plan is established utilizing a series of profiles that identify the Library's subject and non-subject interests and the publishers to be included.

g. Describe any other print book value-added/enhanced services the vendor will offer.

Midwest offers customized processing, from partial to complete shelf-ready, physical book processing, using materials as specified by the library. Our processing services are highly customizable, easily modified to meet the Library's changing requirements, and guaranteed to comply with the Library's instructions. A full range of value-added services are available, including bindery, spine labels, bar code labels, full MARC records, Mylar jackets, property stamping, security strips and RFID tags, WorldCat processing, Kapco covering, label protectors, etc. Midwest's processing materials are of the highest quality available.

7. If vendor will be supplying **Electronic Books**:

No Bid

a. Approximate number of e-book publishers/distributors the vendor can supply:

b. Approximate number of e-book titles the vendor currently supplies:

c. Types of e-books you can supply (check all that apply):

☐ Fiction
☐ Nonfiction
☐ Current/Popular
☐ Reference

☐ Non-English Language
☐ Graphic Novels
☐ University Press
☐ Other: _____

d. Types of audience the vendor can supply (check all that apply):

☐ Children
☐ Young Adult
☐ Adult

e. What e-book file formats can the vendor supply? (check all that apply):

☐ EPUB
☐ PDF
☐ Other: _____

f. Do vendor e-books require specific software or e-readers?

☐ Yes
☐ No

If Yes, describe:

g. Do vendor e-books have accessibility features that enable them to be read as audio, Braille, or large print by library patrons with sight disabilities?

☐ Yes
☐ No

If Yes, describe:

h. Describe any license, download, print, or other e-book usage/access restrictions that apply. Specify the limit on the number of users that can access an e-book at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

i. Are copies of vendor e-books maintained on a dark archive that can be accessed if the hosting

platform ceases to exist?

_____ Yes

_____ No

If No, describe how a library will access its purchased e-books if the platform ceases.

j. Describe e-book acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):

k. Describe any other e-book value-added/enhanced services the vendor will offer:

8. If vendor will be supplying **Audiobooks**: [Although Midwest does supply audiobooks upon request, we are not bidding on this category.](#)

a. Approximate number of audiobook publishers/distributors the vendor can supply:

b. Approximate number of audiobook titles the vendor currently supplies:

c. Types of audiobooks the vendor can supply (check all that apply):

_____ CD

_____ Downloadable audio

_____ Streaming audio

_____ Fiction

_____ Nonfiction

_____ Current/Popular

_____ Non-English Language

_____ Other: _____

d. Types of audience the vendor can supply (check all that apply):

_____ Children

_____ Young Adult

_____ Adult

e. What audiobook file formats can the vendor supply? (check all that apply):

_____ MP3

_____ Other: _____

- f. Do vendor audiobooks require specific software or listening devices?
- _____ Yes
_____ No
- If Yes, describe:
- g. Describe any license, download, or other digital audiobook usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming audiobook at the same time, if applicable, and the authentication methods available to restrict access to library patrons.
- h. Are copies of vendor digital audiobooks maintained on a dark archive that can be accessed if the hosting platform ceases to exist?
- _____ Yes
_____ No
- If No, describe how a library will access its purchased digital audiobooks if the platform ceases.
- i. Describe audiobook acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):
- j. Describe any other audiobook value-added/enhanced services the vendor will offer:
9. If vendor will be supplying **Music**: [Although Midwest does supply music materials upon request, we are not bidding on this category.](#)
- a. Approximate number of music publishers/distributors the vendor can supply:
- b. Approximate number of music titles the vendor currently supplies:
- c. Types of music materials the vendor can supply (check all that apply):
- _____ CD
_____ Downloadable music
_____ Streaming music
_____ Print music (e.g. scores, sheet music)

☐ Current/Popular
☐ Classical
☐ International
☐ Other: _____

- d. Types of audience the vendor can supply (check all that apply):

☐ Children
☐ Young Adult
☐ Adult

- e. What digital music file formats can the vendor supply (check all that apply)?

☐ MP3
☐ Other: _____

- f. Does the vendor's digital music require specific software or listening devices?

☐ Yes
☐ No

If Yes, describe:

- g. Describe any license, download, or other digital music usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming music title at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

- h. Are copies of vendor digital music files maintained on a dark archive that can be accessed if the hosting platform ceases to exist?

☐ Yes
☐ No

If No, describe how a library will access its purchased digital music if the platform ceases.

- i. Describe music acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):

- j. Describe any other music value-added/enhanced services the vendor will offer:

10. If vendor will be supplying **Video:** [Although Midwest does supply video materials upon request, we are not bidding on this category.](#)

a. Approximate number of video publishers/distributors the vendor can supply:

b. Approximate number of video titles the vendor currently supplies:

c. Types of video materials the vendor can supply (check all that apply):

☐ DVD

☐ Blu-ray

☐ Streaming video

☐ Feature/Entertainment

☐ Educational/Instruction

☐ TV Shows

☐ Animated

☐ Foreign

☐ Video Games: Platforms supported: _____

☐ Other: _____

d. Types of audience the vendor can supply (check all that apply):

☐ Children

☐ Young Adult

☐ Adult

e. Do your video materials have accessibility features such as captioning for library patrons with disabilities?

☐ Yes

☐ No

If Yes, describe:

f. Describe any license, download, or other digital video usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming video title at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

g. Are copies vendor digital video files maintained on a dark archive that can be accessed if the

hosting platform ceases to exist?

_____ Yes

_____ No

If No, describe how a library will access its purchased digital video if the platform ceases.

- h. Describe video acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):

- i. Describe any other video value-added/enhanced services the vendor will offer:

- 11. What distinguishes the vendor from other vendors of its kind? Specify whether you are a sole-source provider of any material offered.
Midwest Library Service is a SWAM certified vendor.
Order fulfillment is not limited to items in our inventory. While our discounts are competitive, they reflect our desire to complete a library's order. Put simply, Midwest Library Service's paramount goal is to make every effort possible to fulfill our customers' orders in their entirety. While inventory-dependent vendors prefer to ship almost exclusively from inventory, we will ship from inventory, order directly from the publisher or, when necessary, will source books from out of print dealers or the United Kingdom.
- 12. Are there other aspects of company data the vendor would like to comment on that have not been covered in this section?
InterACQ, Midwest Library Service's online integrated acquisitions and collection development system is available at no cost.

II. ORDERS AND FULFILLMENT

- 1. Describe the methods available to member libraries for placing and tracking orders.
Orders are accepted by any and all methods, including InterACQ, our online acquisitions system, EDI, e-mail, mail, fax, phone, etc. Midwest Library Service currently interfaces with all major integrated library systems. InterACQ also provides brief MARC embedded order data records to import into your ILS to assist in order creation. InterACQ offers real-time access to acquisitions information including order status, invoices, and shipment tracking.

- 2. What process will MALiA libraries follow to receive the vendor's discount rate(s), and when will the discount rate(s) be applied?
Midwest Library Service is highly regarded for its excellence in meeting the service requirements of its library customers. As a company, we are committed to providing the best balance of service and terms. We realize that library book needs differ between libraries. As a result, we maintain a unique specifications profile for each library. The profile established for each library will indicate they are a MALiA member and eligible for rates outlined in this RFP. Discounted rates are applied at time of invoicing.

3. Vendor shall process and confirm new orders within 10 days of order receipt.

☒ Yes
☐ No

Remarks:

Incoming orders are processed daily, and automatic email confirmations are sent according to the Library's instructions.

4. What is your average order fulfillment time?

Fulfillment times vary from one week to 30 days, and are dependent upon publisher shipments. The amount of time allowed for fulfillment of backorders is determined by the requesting library.

5. If unable to supply a title, vendor shall notify MALiA libraries within thirty (30) days and provide the reason for nonfulfillment.

☒ Yes
☐ No

Remarks:

Order Status reports may be sent automatically at the frequency requested by the library. The reports details titles ordered, backordered, cancelled & out of print. The reports are available via InterACQ and can be exported to a CSV file.

6. Describe the vendor's order cancellation policy, including any restrictions that apply.

Cancellations are allowed for most unfilled orders (some prepaid items may not be cancelled). Titles cancelled or back ordered are accessible on InterACQ, Midwest's web site.

7. 99% of materials supplied shall be the correct title, edition, and number of copies.

☒ Yes
☐ No

Remarks:

Quality control personnel in the receiving, inventory, pricing, and shipping departments check for accuracy in title and quantity fulfillment before materials are packed and shipped to the library. Midwest Library Service is known for our consistent and superior accuracy.

8. Multiple copies of a physical item shall be shipped together.

☒ Yes
☐ No

Remarks:

Incomplete or partial shipments are brought to the attention of the Library Service Representative who will follow prescribed procedures as indicated by the Library.

9. A packing slip shall accompany each physical shipment.

☒ Yes
☐ No

Remarks:

Packing slips accompany each shipment. Invoices may be sent via mail, email, and with the shipment.

10. The vendor shall supply multiple accounts for a MALiA library as needed, and ship materials for these accounts separately.

☒ Yes
☐ No

Remarks:

Midwest Library Service can assign multiple account numbers to a library, sorting and shipping materials by account number, so each shipment contains materials for only that account number. In addition, shipments can be delivered with packing slips directly to specific branches based on funds, branches or location information.

11. Will the vendor accept rush orders? If Yes, specify how the vendor defines "rush."

☒ Yes
☐ No

Remarks:

Rush orders for materials not in Midwest's inventory are ordered from the publisher and shipped to the Library the day following receipt from the publisher. Standard shipping by FedEx Ground is utilized unless the Library requests expedited delivery at the Library's expense.

12. Which of the following will the vendor accept? Select all that apply, and attach copies of existing policies that include any restrictions or conditions. If there are associated costs or limits on the amount refunded/credited, complete question 7 in section IV Overall Cost Considerations.

☒ Order returns
☒ Order exchanges
☒ Order credits

Remarks:

Please see enclosed returns policy.

13. Describe how MALiA libraries will submit claims and find out status.

Over 50 status reports are available, indicating the status of unfilled orders. These status reports are available online, via email or mail. Updated information may be requested through claims requested via InterACQ, email, telephone or fax.

14. Within how many days of receipt will claims be processed by the vendor, and what is the vendor's average turn-around time for resolution?

Claims are processed and responses sent daily.

15. Does the vendor support online order transfer from the local library's acquisition system? If Yes, specify requirements for MALiA libraries to participate, including any restrictions on the types of materials that can be transferred.

☒ Yes

_____No

Remarks: Midwest Library Service will supply an FTP user ID and password to participate. There are no restrictions on the types of materials to be transferred.

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

 X Yes

_____No

Remarks:

Midwest Library Service incorporates 3-tier duplicate checking without relying on data transfers. InterACQ's Z39.50 duplicate checking feature checks the Library's catalog real-time for possible duplicates. InterACQ incorporates duplicate checking across all of the Library's accounts and pending orders in user carts. And Midwest Library Service Representatives receive reports of possible duplicates ordered across multiple accounts, format types, funds, and purchase orders.

III. INVOICES AND PAYMENT

1. Within how many days after the vendor receives an order should a MALiA library expect an invoice?
Invoices are generated at the time of order fulfillment. Fulfillment times may vary between one week and 30 days.

2. Describe the vendor's standard invoicing practices in detail, including whether the vendor invoices partial orders or only when an order is complete.

Midwest Library Service produces complete and fully legible invoices which are routinely included with all shipments. Boxes containing packing slips / invoices are clearly indicated on the outside of the carton. Optionally, invoices may be sent via email, mail or EDI. Unless otherwise instructed by the Library, invoices are generated as individual books are fulfilled on an order. By default, orders for multiple quantities of the same book are invoiced together.

3. Describe invoice customizations available to MALiA libraries.

Invoices may be customized by sort sequence, separated by funds/branches/locations/p.o. numbers, dollar amount limits, and number of copies. Invoices include data such as: quantity, title, author, ISBN, order record #, processing fee, fund, p.o. number, unit price after discount, and extended price. Midwest offers numerous opportunities to customize invoices to meet the Library's requirements. The Library may request processing and binding charges to be added into the line item on the invoice, to be posted separately at the end of the invoice, or to be posted on a separate invoice. As requested above, consolidated monthly invoices can be accommodated.

4. Which of the following invoice types does the vendor provide?

_____Print-only

_____Electronic-only

 X Both print and electronic

Remarks:

5. Provide a sample invoice that shows how discounts, credits, and service charges appear. If special invoice codes are used, provide a code translation reference.
Please see the enclosed sample invoice.

6. The vendor is able to separately invoice multiple accounts for a MALiA library.

☒ Yes
☐ No

Remarks:

7. The vendor is able to accommodate Net 60 payment terms without imposing an extra charge.

☒ Yes
☐ No

Remarks:

8. Will the vendor provide discounts or credits for early payment of invoices? If Yes, describe and enumerate any early payment percentage schedules.

☐ Yes
☒ No

Remarks:

9. Will the vendor impose a penalty for late payment of an invoice? If Yes, indicate the time period and the penalty fee/rate.

☐ Yes
☒ No

Remarks:

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

☒ Yes
☐ No

Remarks:

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

☐ Yes
☒ No

Remarks:

IV. OVERALL COST CONSIDERATIONS

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

Discounts are listed on Attachment C.

2. Describe the vendor's service charges, and how they are calculated or vary depending on type of service.

As a specialist in the comprehensive supply of book, Midwest has learned to go well beyond the normal fulfillment of mainstream publishing and excel in the supply of hard to obtain material. Books identified as hard to obtain are not discounted; some of these titles are subject to a nominal service charge. Additionally, books that receive little or no discount and excessive publisher handling fees may be subject to a service charge as well. The service charge is 13% of the net price with a minimum of \$6.00 and maximum of \$35.00.

3. The vendor shall not charge MALiA libraries for replacement copies of order items found to be defective, damaged, or lost in shipment, provided the loss is reported to the vendor by libraries within the publishers' designated time frame.

☒ Yes
☐ No

Remarks:

4. If the publisher is unable to provide a replacement copy of an item found to be defective, damaged, or lost in shipment, the vendor shall seek to obtain a credit on behalf of the library.

☒ Yes
☐ No

Remarks:

5. The vendor shall cover the cost of returning defective or damaged physical items, and arrange for pick-up.

☒ Yes
☐ No

Remarks:

6. Will the vendor provide free shipping/handling for physical materials? If No, describe exceptions (e.g. rush orders) and how shipping charges will be calculated.

☒ Yes
☐ No

Remarks:

Shipping charges are a flat 5.8% of the invoice price. This charge may be waived upon agreement of an annual order level commitment.

7. For order returns, exchanges, or credits, what extra charges or limits on the amount refunded/credited will be applied, if any?

There are no extra charges or limits based on order returns, exchanges, or credits.

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

An easy to use self-credit memo form is available upon request. As an alternative to credit memos, a returnable book may be deleted from an invoice. The Library is encouraged to contact its Library Service Representative with any questions regarding returns.

9. Specify any one-time or recurring charges for electronic/digital hosting, access, setup, or ongoing support.

N/A

10. Describe any other one-time or recurring fees the vendor will charge MALiA libraries.

There are no additional fees or service charges associated with the handling of a MALiA member library account.

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

☒ Yes
☐ No

Remarks:

Midwest Library Service does not charge annual fees or require subscriptions for the ordering tools we provide. InterACQ access, reporting tools, EDI processing, MARC embedded order data files, Esip title notifications and real-time duplicate checking are all provided fee of charge.

V. CUSTOMER SERVICE

1. What are the vendor's customer service days and hours of availability? Include time zone.

Your Library Service Representatives are available Mon-Fri, 8:00 a.m. - 4:30 p.m. CST.

2. What is the size of the vendor's customer service staff?

Each customer is assigned a personal Library Service Representative for day-to-day communication. Your representative is exceptionally dedicated with years of experience and a commitment to service.

3. Specify the forms of vendor communication available to MALiA libraries. Select all that apply and provide the contact number/address.

☒ Toll-free phone#: 800-325-8833
☒ Fax#: 800-962-1009
☒ Email address: banta@midwestls.com
☒ Mail address: 11443 St. Charles Rock Road, Bridgeton, MO 63044
☒ Website address: www.midwestls.com
Chat: _____

4. The vendor shall respond to inquiries from MALiA libraries within 24 business hours.

☒ Yes
☐ No

Remarks:

5. Describe any other customer service guarantees the vendor will offer.

At the heart of our service is a team comprised of an assigned Regional Sales Manager and Library Service Representative who work in concert to assist the Library with its acquisitions requirements and collection management needs. Trish Banta serves the Library as its assigned Library Service Representative for monographic firm orders. Jackie Madden serves the Library as its assigned Library Service representative for standing orders (continuations). They are exceptionally dedicated with years of experience and a commitment to service.

6. Provide a copy of the vendor's return policy.

Please see enclosed return policy.

7. How will the vendor notify MALiA libraries about new titles available for purchase?

Midwest provides several complimentary collection development, notification, and selection tools. New title eslip notifications may be personalized to the selector's interests and subject areas through InterACQ. Notifications are sent to selector's based on their profiles. Orders may be generated from the notifications and sent to acquisitions staff for order placement.

8. What activities will MALiA libraries be able to do on the vendor's website? Select all that apply.

☒ Manage account profile
☒ View billing/payment activity
☒ Place and track orders
☒ Cancel orders
☒ Request quotes
☒ Submit claims
☒ Request/review invoices
☒ Look up titles
☒ Look up prices of materials and services
☒ Report problems/issues
☒ Run user reports
Other: _____

9. Describe the standard and customizable fiscal, management, and other reports the vendor will provide to

MALiA libraries. Specify whether the libraries will be able to generate the reports themselves from the vendor's website, or if they will need to request the reports from the vendor. Include costs if applicable. Customized reports are produced according to the library specifications and schedule. There is no charge for reporting. InterACQ exports data displayed on the screen to a CSV file for load into Excel. This enables users to generate order status reports, expenditure and encumbrance reports, selection lists, order cart reports, and shipment reports with tracking information to name a few.

10. The vendor agrees to submit to the MALiA Contract Administrator an annual report of total usage of this agreement according to the following requirements:

- a. At the start of this contract, the vendor will email to contracts@malialibrary.org the contact info of the person who will submit the annual usage report, and notify the same email address if the contact information changes during the contract period.
- b. 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.
- c. The report will provide subtotals that show the total amount purchased in U.S. dollars for each MALiA library customer.
- d. The report will show the grand total amount purchased in U.S. dollars across all MALiA library customers.
- e. The report will cover the period from July 1st of the preceding year to June 30th of the current year.
- f. The vendor will email the report to the MALiA Contract Administrator no later than September 1st of the current year.
- g. The MALiA Contract Administrator will share the report with the Library of Virginia procurement officer upon request.

☒ Yes
☐ No

Remarks:

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

☒ Yes
☐ No

Remarks:

At the heart of our service is a team comprised of an assigned Regional Sales Manager and Library Service Representative who work in concert to assist the Library with its acquisition requirements and collection management needs. The average time in service of our Library Service Representatives is more than twenty years. Over the years, we have received many compliments from our customers on the quality of service provided by our Library Service Representatives. Our customers are never automatically directed to voice mail or a touch tone phone system menu.

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

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

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

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

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

I. PRINT BOOKS

1. Specify the print book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover	30%			
Trade/Quality Paperback	10%			
Mass Market Paperback	10%			
Prebound	5%			
Publishers' Binding	0-10%			
Special Edition Binding	0-10%			
Reinforced Binding	0-10%			
Current/Popular	5-30%			
Reference	5-15%			
Large Print	5-30%			
Non-English Language	0-15%			
Graphic Novels	0-30%			
University Press	5-17%			
Other - List Below:				

2. Specify the print book cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Catalog Card Package Per Book (pocket, spine label, circulation card, catalog card set)	\$2.25	\$2.25		
Circulation Card Package Per Book (pocket, spine label, circulation card, no catalog cards)	\$1.25	\$1.25		
Automation Processing Package Per Book (bar code, spine label, standard MARC record)	\$1.80	\$1.80		
Automation Shelf Ready Standard Package Per Book - (bar code, spine label, standard MARC record, theft detection)	\$2.35	\$2.35		
Automation Shelf Ready RFID Package Per Book - (spine label, RFID tag)	\$1.40	\$1.40		
MARC Record - Standard	\$0.85	\$0.85		
MARC Record - Custom	\$0.85+	\$0.85+		Pricing depends on the level of customization. Each added user field is \$0.20.
Date Due Slip	\$0.30	\$0.30		
Pocket	\$0.30	\$0.30		
Catalog Card Set	\$1.00	\$1.00		
Circulation Card	\$0.30	\$0.30		
Theft Detection	\$0.55	\$0.55		
RFID Tag	\$0.75	\$0.75		Includes programming
Colibri Cover	N/A	N/A		
Kapco Cover	\$2.20-\$3.35	\$2.20-\$3.35		Charge depends on size of book.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Mylar - Applied Over Dust Cover	\$1.05	\$1.05		
Other Paperback Laminate (Specify thickness)	N/A	N/A		
Bar Code Label	\$0.30	\$0.30		Supplied by library
Custom Label	\$0.30	\$0.30		Supplied by library
Spine Label	\$0.65	\$0.65		
Colored Dots	\$0.30	\$0.30		Supplied by library
Label Protector	\$0.25	\$0.25		
Property Stamping	\$0.35	\$0.35		
Property Label	\$0.30	\$0.30		Supplied by library
Other - List Below (if package, specify components included):				

3. Will the vendor offer print book volume purchasing discounts?

☐ Yes
☒ No

If Yes, describe:

4. Describe other discounts for print books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

N/A

II. ELECTRONIC BOOKS No Bid

- Specify the electronic book discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Fiction				
Nonfiction				
Other - List Below:				

- Specify the electronic book cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
MARC Record - Standard				
MARC Record - Custom				
Other - List Below (<i>if package, specify components included</i>):				

- Will the vendor offer electronic book volume purchasing discounts?

_____ Yes

_____ No

If Yes, describe:

4. Describe other discounts for electronic books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

III. AUDIOBOOKS No Bid

1. Specify the audiobook discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Audiobook CD				
Downloadable audio				
Streaming audio				
Fiction				
Nonfiction				
Current/Popular				
Non-English Language				
Other - List Below:				

2. Specify the audiobook cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item (removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below <i>(if package, specify components included)</i> :				

3. Will the vendor offer audiobook volume purchasing discounts?

_____ Yes

_____ No

If Yes, describe:

4. Describe other discounts for audiobooks and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

IV. MUSIC No Bid

1. Specify the music discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Music CD				
Downloadable music				
Streaming music				
Print music (e.g. scores, sheet music)				
Current/Popular				
Classical				
International				
Other - List Below:				

2. Specify the music cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item (removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (if package, specify components included):				

3. Will the vendor offer music volume purchasing discounts?

_____ Yes

_____ No

If Yes, describe:

4. Describe other discounts for music and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

V. VIDEO No Bid

1. Specify the video discount rates the vendor will offer. In Comments, specify discount

conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
DVD				
Blu-ray				
Streaming video				
Feature/Entertainment				
Educational/Instruction				
TV Shows				
Animated				
Foreign				
Video games				
Other - List Below:				

2. Specify the video cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>				
MARC Record - Standard				
MARC Record - Custom				

Type	Discount / Pricing	Minimum Order Amount, if any, for	Comments
------	--------------------	-----------------------------------	----------

	Attached	Unattached	Discount/Pricing to Apply	
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (<i>if package, specify components included</i>):				

3. Will the vendor offer video volume purchasing discounts?

_____Yes

_____No

If Yes, describe:

4. Describe other discounts for video and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above.

ATTACHMENT D

MALIA MEMBER LIBRARIES AS OF JANUARY 1, 2022

<u>Library Name</u>	<u>Member #</u>	<u>City, State</u>
Albemarle Regional Library	1129	Winton, NC
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
Bell County Public Library District	1319	Middlesboro, KY
Benton County Library	1220	Camden, TN
BHM Regional Library	1258	Washington, NC
Bishop Denis J. O'Connell High School	1329	Arlington, VA
Blackwater Regional Library	1004	Courtland, VA
Bland County Public Library	1297	Bland, VA
Blue Ridge Community College	1006	Weyers Cave, VA
Blue Ridge Regional Library	1007	Martinsville, VA
Boone County Public Library	1263	Burlington, KY
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 Mem. Library	1085	Bridgewater, VA
Bristol Public Library	1010	Bristol, VA
Buchanan County Public Library	1011	Grundy, VA
Cabarrus County Public Library	1167	Concord, NC
Cabell County Public Library	1311	Huntington, WV
Campbell County Public Library	1012	Rustburg, VA
Cape Fear Community College/Learning Resource	1188	Wilmington, NC
Caroline County Library	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 Virginia Community College	1094	Lynchburg, VA
Central Virginia Regional Library	1314	Farmville, VA
Chapel Hill Public Library	1141	Chapel Hill, NC
Charles W. Gibson Library	1328	Buckhannon, WV

Charlotte Mecklenburg Library	1130	Charlotte, NC
Chatham County Public Library System	1271	Pittsboro, NC
Chesterfield County Public Library	1084	Chesterfield, VA
Chesterfield County Public Schools	1189	Midlothian, VA
Christopher Newport University/Trible Library	1213	Newport News, VA
City of Parkland Library	1295	Parkland, FL
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, WV
Craig County Public Library	1115	New Castle, VA
Craven-Pamlico Regional Library	1327	New Bern, NC
Culpeper County Library	1114	Culpeper, VA
Cumberland County Public Library	1111	Cumberland, VA
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	Parksley, 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
Fauquier County Public Library	1024	Warrenton, VA
Fauquier County Public Schools	1185	Warrenton, VA
Ferrum College/Stanley Library	1025	Ferrum, VA
Floyd County Public Library	1238	Prestonsburg, KY
Fontana Regional Library	1173	Bryson City, NC
Forsyth County Public Library	1306	Winston Salem, NC
Franklin County Library	1171	Louisburg, NC
Franklin County Public Library	1026	Rocky Mount, VA
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
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
Haywood County Public Library	1170	Waynesville, NC
Heartland Library Cooperative	1264	Sebring, FL
Henderson County Public Library	1153	Hendersonville, NC
Henrico County Public Library	1018	Henrico, VA
Henrico County Public Schools	1135	Henrico, VA
Heritage Public Library	1029	New Kent, VA
Hickory Public Library	1256	Hickory, NC
Hocutt-Ellington Memorial Library	1214	Clayton, NC
J. Sargeant Reynolds Community College	1030	Richmond, VA
James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
Jefferson-Madison Regional Library	1031	Charlottesville, VA
Jessamine County Public Library	1210	Nicholasville, KY
John Tyler Community College Library	1032	Chester, VA
Johnson City Public Library	1033	Johnson City, TN
Kanawha County Public Library	1236	Charleston, WV
Kenton County Public Library	1325	Erlanger, KY
Lancaster Community Library	1035	Kilmarnock, VA
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
Lynchburg Public Library	1038	Lynchburg, VA
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 County Public Library	1126	Boydton, VA
Meherrin Regional Library	1040	Lawrenceville, VA
Montgomery County Public Library	1235	Mount Sterling, KY

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
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
Perry Memorial Library	1223	Henderson, NC
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
Radford University/McConnell Library	1056	Radford, VA
Raleigh County Public Library	1259	Beckley, WV
Randolph County Public Library	1221	Asheboro, NC

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
Sandhill Regional Library	1321	Rockingham, NC
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
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 Corrections	1201	Richmond, VA
Virginia Department of Juvenile Justice	1309	Richmond, VA
Virginia Museum of Fine Arts	1316	Richmond, VA
Virginia Western Community College	1077	Roanoke, VA
Washington County Public Library	1078	Abingdon, VA
Wayne County Public Library	1168	Goldsboro, NC
Waynesboro Public Library	1079	Waynesboro, VA
Whitley County Public Library	1215	Williamsburg, KY

William & Mary, Wolf Law Library	1149	Williamsburg, VA
Williamsburg Regional Library	1080	Williamsburg, VA
Wilson County Public Library	1162	Wilson, NC
Wythe-Grayson Regional Library	1098	Independence, VA
York County Public Library	1305	Yorktown, VA

ATTACHMENT E – **MUST BE COMPLETED**

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: Midwest Library Service

Preparer Name: Herbert M. Lesser

Date: 03/01/2022

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: 672662

Certification Date: 1/15/2021

Section B

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

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

ATTACHMENT F - MUST BE COMPLETED

Virginia State Corporation Commission (SCC) registration information.

The offeror:

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

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

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

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

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

ATTACHMENT G - MUST BE COMPLETED

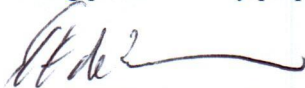
Proprietary/Confidential Information Identification

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): Midwest Library Service invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on 3/3/2022

Date

Signature:



Title:

Herbert M. Lesser, Vice President

☒ 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 - URFP 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)

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

MIDWEST LIBRARY SERVICE

is a certified Small

Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 672662

Valid Through: Jan 15, 2026

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director





Midwest Library Service

11443 ST. CHARLES ROCK ROAD • BRIDGETON, MISSOURI 63044-2789 • U.S.A.
Phone: 800-325-8833 • 314-739-3100
FAX: 800-962-1009 • 314-739-1326
mail@midwestls.com
www.midwestls.com

Returns Policy

Most books are shipped on a fully returnable basis in line with our philosophy of maximum service. Returns for credit should be made within 90 days and be in new, unprocessed condition. Of course, books found with printing or binding defects can be returned for replacement without any time limitation.

Some publishers will not accept returns for reasons other than defects or shipment errors. As a result, their books are non-returnable. Regular returns may be made without permission unless the book was obtained from one of these non-returnable publishers, as indicated on our invoices. There is no charge associated with a return.

Contact Trish Banta with any questions regarding a return.

Send Payments To:

Midwest Library Service

11443 ST CHARLES ROCK ROAD
BRIDGETON, MISSOURI 63044-2789 USA
1-800-325-8833

Serving Libraries Since 1959

SOLD TO:

ABC LIBRARY
123 MAIL STREET
ANYTOWN, ST 12

SHIP TO:

ABC LIBRARY
WEST BRANCH
123 MAIL STREET
ANYTOWN, ST 12345

PK FD/SEP

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ABRAM

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Page 1

INVOICE NO.	5140514
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FEDERAL I.D. 43-0834505	
CUST. NO.	DATE
07971	04/25/2017
TERMS	
Payable Upon Receipt	

BOOK RETURNS MUST BE MADE WITHIN 90 DAYS PACKED PROPERLY AND INSURED

QTY	DESCRIPTION	CUSTOMER P.O. NO.	CUSTOMER FUND NO.	LIST PRICE	NET PRICE	TOTAL
	LBD0000042					
1	JAN BRUEGHEL AND THE SENSES OF SCALE*HONIG, ELIZABETH A.;520 **(PNR)** Acq Sys#: B708900172	M17A6SRC		84.95	71.36	71.36
1	JOHN CALVIN : A COMPANION TO HIS LIFE AND THEOLOGY (PAPER)*MCKIM, DONALD K;475 **(NR)** Acq Sys#: B708900174	M17A6SRC	NT	21.00	21.00	21.00
1	LAKES OF THE WORLD WITH GOOGLE EARTH: UNDERSTANDING OUR ENVIRONMENT*SCHEFFERS, ANJA M;475 **(PNR)** Acq Sys#: B708900175	M17A6SRC	15	199.00	169.15	169.15
1	SEX ROBOTS: THE FUTURE OF DESIRE*LEE, JASON;475 **(PNR)** Acq Sys#: B708900179	M17A6SRC	07	54.99	51.14	51.14
	PROCESSING CHARGE --- 4				SUBTOTAL	312.65
						19.45

CODES:(NR) = NON-RETURNABLE:(BNR) = BINDERY NON-RETURNABLE:(PNR) = PROCESSED NON-RETURNABLE:(CNR) = CALL FOR BETTER INSTRUCTIONS

CODES:(NR) = NON-RETURNABLE:(BNR) = BINDERY NON-RETURNABLE:(PNR) = PROCESSED NON-RETURNABLE:(CNR) = CALL FOR RETURN INSTRUCTIONS

4

Total

332.10

[illegible]

CREDIT MEMO



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

ADDENDUM NO. 1 TO ALL BIDDERS

Reference: Request for Proposal: LVA-MAT-22-007

71510 – Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, etc.

71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc.

71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.

71505 – Audio Cassettes, Tapes and Compact Disks (prerecorded)

71590 – Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)

Date: February 1, 2022

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

Reference, Attachment B: Service requirements Deemed Important in Consideration of Contractor Selections – Section III. Invoices and payment #7 change:

7. The vendor is able to accommodate Net 60 payment terms without imposing an extra charge.

☐ Yes

☐ No

Remarks:

To read:

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

Remarks: No, Midwest Library Service does not impose a penalty for late payment.

Library of Virginia
Purchasing Office
800 East Broad Street
Richmond, Virginia 23219

Offeror's Name:
Offeror's Address:

Buyer: Nancy Sconzo
RFP #: LVA-MAT-22-007
RFP Due Date: March 3, 2022

Sincerely,
Nancy Sconzo

Nancy Sconzo

Midwest Library Service

Name of Firm

 / Vice President

Signature/Title

3/1/2022

Date

MUST BE RETURNED WITH YOUR PROPOSAL