



## LIBRARY OF VIRGINIA

Sandra Gioia Treadway  
Librarian of Virginia

### STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by Rainbow Book Company, 1387 Dutch American Way, Beecher, IL 60401 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.


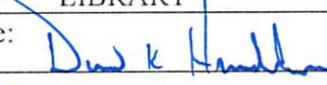
**PERIOD OF PERFORMANCE:** July 1, 2022 through June 30, 2025 with two one-year optional renewals.

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 February 23, 2022 and negotiation points dated April 4, 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: Vice President	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](http://www.lva.virginia.gov)

804.692.3500 phone  
804.692.3976 tty



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

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**RE: RFP: LVA-MAT-22-007**

1 message

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**Rainbow Customer Service** <cs@rainbowbookcompany.com>

Mon, Apr 4, 2022 at 12:19 PM

To: "NANCY.SCONZO@LVA.VIRGINIA.GOV" <NANCY.SCONZO@lva.virginia.gov>

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Good afternoon,

Please find the answers below and our updated response attached. If you have any questions, please let me know.

Thank you,

*Sadie Witvoet*

**Sadie Witvoet | Bid Specialist** | Office: 800-255-0965

Rainbow Book Company, [1387 Dutch American Way, Beecher, IL 60401](#)

[bids@rainbowbookcompany.com](mailto:bids@rainbowbookcompany.com) | [www.rainbowbookcompany.com](http://www.rainbowbookcompany.com)



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

**Sent:** Monday, April 4, 2022 7:22 AM

**To:** Rainbow Sales <[sales@rainbowbookcompany.com](mailto:sales@rainbowbookcompany.com)>

**Subject:** RFP: LVA-MAT-22-007

Good Morning,

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

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.

Attachment B – I. Company Data - Page 24, question 11 – Please provide a response to the question.

Updated - Rainbow Books is not sole-source, but we do offer custom processing, titles from 2,500+ publishers, high-quality customer service, and customizable data including reports, invoices, etc.

Attachment B – III. Invoices and Payment - Page 27, question 5 – Panel would like a sample invoice. Panel would like clarification if the discount amount will show on invoice.

Sample invoice attached. Discounts are reflected on the invoice, and invoices can be customized to the library's specifications.

Attachment C - Page 33, question 1 – all sections with minimum discount rate range as 0%: The panel would like a comment added that clarifies the discount rate range such as “discount rate will be subject to the discount rate offered by the publisher” or “no discount rate will be offered on publisher non-discounted items”.

Discount rate will be subject to the discount rate offered by the publisher.

Attachment C - Page 34, question 2 – For MARC Record - Standard panel would like a decrease in pricing to .50 (currently .75) per record.

Rainbow Book Company agrees to decrease pricing to \$0.50 per record. The update is reflected in the attached proposal.

Attachment C – Offeror Discount Pricing Sheets on the following sections, please mark N/A.

Section II – Electronic Books, Section III – Audiobooks, Section IV Music and Section V Video.

Updated.

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](mailto:Nancy.Sconzo@lva.virginia.gov)

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## 2 attachments

 **RBC MALiA Bid.pdf**  
1310K

4/4/22, 12:21 PM

Commonwealth of Virginia Mail - RE: RFP: LVA-MAT-22-007



**Rainbow Sample Invoice.pdf**

8K

**RAINBOW BOOK COMPANY**

P.O. BOX 159  
CRETE, IL 60417  
Phone: 1-800-255-0965  
Fax: 1-847-726-9935

**INVOICE**  
REPRINT

Number	207192
Date	01/11/2022
Page	1

<i>Bill To:</i> <b>INBROO</b>	<b>BROOKSTON-PRAIRIE TWP LIBRARY 111 WEST SECOND STREET BROOKSTON, IN 47923</b>	<i>Ship To:</i> <b>INBRO</b>	<b>BROOKSTON-PRAIRIE TWP LIBRARY ATTN: MARILYN BLESSING 111 WEST SECOND STREET BROOKSTON, IN 47923</b>
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<i>Reference #</i>	<i>Shipped</i>	<i>Sls</i>	<i>Terms</i>	<i>Tax Code</i>	<i>Doc #</i>	<i>Wh</i>	<i>Ship Via</i>
N/A - 99660	01/11/22	KWO	NET 30 DAYS	NOTAX	199038	01	FED EX GROUND

<i>Item</i>	<i>Description</i>	<i>Order</i>	<i>Ship</i>	<i>B/O</i>	<i>Price</i>	<i>Extension</i>
978-1-6639-1172-8	Hide-and-Creep	1	1	0	18.99	18.99
978-1-6639-0815-5	Influenza	1	1	0	21.99	21.99
INVOICE						

<i>Merchandise</i>	<i>Tax</i>	<i>Freight</i>	<i>Total Due</i>
40.98	.00	.82	41.80

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](mailto: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. \_\_\_\_\_

Name And Address Of Firm:

Rainbow Book Company

1387 Dutch American Way

Beecher, IL

Zip Code: 60401

Date: 2/23/2022

By:

(Signature In Ink)

Name: Michael Beechin

eVA Vendor ID or DUNS #: 018216015

(Please Print)

Fax Number: (800) 827-5988

Title: Vice President

E-mail Address: [sales@rainbowbookcompany.com](mailto:sales@rainbowbookcompany.com)

Telephone Number: (800) 255-0965

**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.

**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: Michael Beechin Phone: (800) 255-0965
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
25 Years 2 Months
4. Vendor Information: eVA Vendor ID or DUNS Number: 018216015

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: Denver Public Library Contact: Sarah Lee  
Email: slee@denverlibrary.org  
Project: Fully Processed and Cataloged Library Books  
Dates of Service: Ongoing \$ Value: Ongoing
- B. Company: Brookfield Public Library Contact: Cathy Tuttrup  
Email: tuttrup@ci.brookfield.wi.us  
Project: Providing library books  
Dates of Service: Ongoing \$ Value: Ongoing
- C. Company: Chicago Public Schools Contact: Dorsey J. Chambers  
Email: djchambers-malewi@cps.edu  
Project: Fully processed books for classrooms and libraries  
Dates of Service: 2000 - present \$ Value: Ongoing
- D. Company: Houston ISD Contact: Bertha Foster  
Email: bfoster@houstonisd.org  
Project: Fully processed books for classrooms and libraries  
Dates of Service: 2000 - present \$ Value: Ongoing

I certify the accuracy of this information.

Signed:  Title: Vice President

Date: 2/23/2022

## 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.

Rainbow serves thousands of both schools and public libraries nationwide. We have an on-site bindery and warehouse where we create our prebound titles. We also have an in-house team for processing and cataloging to ensure every order received the correct processing.

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

We have over 110 employees at our corporate headquarters in Beecher, IL. We also have sales representatives nationwide.

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

Public \_\_\_\_\_ Academic \_\_\_\_\_ School \_\_\_\_\_ Special \_\_\_\_\_

We serve thousands of schools and public libraries nationwide.

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

We are fully equipped and financially stable to execute this contract.

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: 2,500+
- b. Approximate number of print book titles the vendor currently supplies: 350,000+
- 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.

We have a 40,000 square foot warehouse located on site with over 1 million volumes in stock.

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

We can complete orders submitted via our website or via EDI, as well as emailed, mailed, or fax.

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

We offer our prebound titles created in-house. These are our exclusive, high-quality prebounds with new titles offered every month.

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

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**:

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**:

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**:

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.

Rainbow Books is not sole-source, but we do offer custom processing, titles from 2,500+ publishers, high-quality customer service, and customizable data including reports, invoices, etc.

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

## II. ORDERS AND FULFILLMENT

1. Describe the methods available to member libraries for placing and tracking orders.

Once an order is placed, it is available on the order history tab on your web account. Order status can be checked using the order history or by emailing Customer Service.

2. What process will MALiA libraries follow to receive the vendor's discount rate(s), and when will the discount rate(s) be applied?

The MALiA contract or contract number just needs to be included when placing the order, either in the special instructions or with a follow-up email to our orders department. We can also keep the information on file so the contract information only needs to be included once.

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

☒ Yes  
☐ No

Remarks:

4. What is your average order fulfillment time?

30 Days ARO

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:

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

All cancelled titles are reported to the library. We will ask if replacements would like to be chosen and can also offer replacement titles via our Collection Development specialists.

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

☒ Yes  
☐ No

Remarks:

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

☒ Yes  
☐ No

Remarks:

9. A packing slip shall accompany each physical shipment.

☒ Yes  
☐ No



Remarks:

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

☒ Yes  
☐ No

Remarks:

Free multi-user web interface with full GRID functionality

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

☒ Yes  
☐ No

Remarks:

Orders are marked rush when they arrive and move to the front of the line in each department.

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: 100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee. Credit is issued when product is received

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

These requests can be sent to our Customer Service department at: [cs@rainbowbookcompany.com](mailto:cs@rainbowbookcompany.com)

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?

A response is sent within 24 hours of the original request.

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:

OPAC inquiries through CATcheck

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

☒ Yes

☐ No

Remarks:

Monthly and seasonal selection lists are available  
FREE Collection Development services  
EDI Integration available

### III. INVOICES AND PAYMENT

1. Within how many days after the vendor receives an order should a MALiA library expect an invoice?

Invoices are sent at the same time as the shipment - 30 days ARO

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

Invoices can be sent via mail, email, or included in the shipment. Invoices can be sent either for partial orders or once the order is complete.

3. Describe invoice customizations available to MALiA libraries.

Invoices are able to be customized per each library's specifications.

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

☐ Print-only

☐ Electronic-only

☒ 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.

A sample invoice is included in our response.

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 up to 30% off publisher's list price reflected in web catalog

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

Processing is available both a la carte and bundled. The prices are included in the discount cost sheet.

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:

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

The amount refunded or credited can either stay on file for the next order, a check can be sent, or if the order was paid by credit card, the amount can be refunded back to the card.

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

100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee.  
Credit is issued when product is received

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

No setup fees applied.

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

No one-time or recurring fees apply.

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:

## V. CUSTOMER SERVICE

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

Customer Service is available via phone Monday - Friday, 8am - 5pm CST or via email: [cs@rainbowbookcompany.com](mailto:cs@rainbowbookcompany.com)

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

We have a staff of 7.

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) 255-0965  
☒ Fax#: (800) 827-5988  
☒ Email address: sales@rainbowbookcompany.com  
☒ Mail address: 1387 Dutch American Way, Beecher, IL 60401  
☒ Website address: www.rainbowbookcompany.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.

100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee. Credit is issued when product is received

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

100% satisfaction guaranteed. A call tag is issued for returns with no restocking fee. Credit is issued when product is received

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

Monthly and seasonal selection lists are available and can be placed directly into web accounts.

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: Download brief MARC records

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.

Reports can be generated free of cost and requested via email.

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](mailto: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 1<sup>st</sup> of the preceding year to June 30<sup>th</sup> of the current year.
- f. The vendor will email the report to the MALiA Contract Administrator no later than September 1<sup>st</sup> 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:

## 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

- 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	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Trade/Quality Paperback	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Mass Market Paperback	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Prebound	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Publishers' Binding	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Special Edition Binding	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Reinforced Binding	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Current/Popular	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Reference	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Large Print	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Non-English Language	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
Graphic Novels	0-30%	0-30%	N/A	Discounts up to 30% off publisher's list price reflected in web catalog
University Press	N/A	N/A		
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)	\$2.15		N/A	
Circulation Card Package Per Book (pocket, spine label, circulation card, no catalog cards)	\$2.15		N/A	
Automation Processing Package Per Book (bar code, spine label, standard MARC record)	\$1.00		N/A	
Automation Shelf Ready Standard Package Per Book - (bar code, spine label, standard MARC record, theft detection)	\$1.44		N/A	
Automation Shelf Ready RFID Package Per Book - (spine label, RFID tag)	\$1.75		N/A	
MARC Record - Standard	\$0.50		N/A	
MARC Record - Custom	\$0.50		N/A	
Date Due Slip	\$0.20		N/A	
Pocket	\$0.20		N/A	
Catalog Card Set	\$0.20		N/A	
Circulation Card	\$0.20		N/A	
Theft Detection	\$0.44		N/A	
RFID Tag	\$0.75		N/A	
Colibri Cover	N/A		N/A	
Kapco Cover	\$2.50		N/A	

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Mylar - Applied Over Dust Cover	\$1.00		N/A	
Other Paperback Laminate (Specify thickness)	N/A		N/A	
Bar Code Label	\$0.20		N/A	
Custom Label	\$0.25		N/A	
Spine Label	\$0.20		N/A	
Colored Dots	\$0.25		N/A	
Label Protector	\$0.00		N/A	
Property Stamping	\$0.20		N/A	
Property Label	\$0.20		N/A	
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.

## II. ELECTRONIC BOOKS    N/A

1. 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:				

2. 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> :				

3. 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

N/A

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 (if package, specify components included):				

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 N/A

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 N/A

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 (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	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 (if package, specify components included):				

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 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](http://www.SBSD.virginia.gov) (Customer Service).

**Bidder Name:** Rainbow Book Company

**Preparer Name:** Michael Beechin **Date:** 2/23/2022

**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:** \_\_\_\_\_ **Certification Date:** \_\_\_\_\_

#### Section B

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

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

##### Subcontract #1

**Company Name:** \_\_\_\_\_ **SBSD Cert #:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **SBSD Certification:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_

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

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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

**ATTACHMENT F - 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**

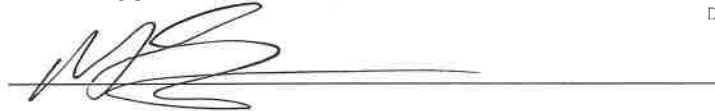
**Proprietary/Confidential Information Identification**

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): Rainbow Book Company 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: 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



## LIBRARY OF VIRGINIA

**Sandra Giola 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.

X 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:

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

Rainbow Book Company

Name of Firm

Signature/Title

2/23/2022

Date

Vice President

**MUST BE RETURNED WITH YOUR PROPOSAL**