

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 18-029-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Cengage Learning, Inc., a Delaware Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A - Library of Virginia Contract #2017-71500-01, incorporated herein by reference (collectively, "Contract Documents" or "Contract").

This Agreement rides a competitive procurement process conducted by the Library of Virginia. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with the Library of Virginia.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2020 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide library materials.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work.

Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. Destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are

fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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 marijuana or any other controlled substance 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 \$10,000.00 relating to this Contract, 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 by Arlington County, 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.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement 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.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under

the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or at the beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work

under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: WARRANTY; INDEMNIFICATION; CONFIDENTIAL INFORMATION; RELATION TO COUNTY; AND AUDIT.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Michael Dalida, Contracts Team
Cengage Learning, Inc.
5191 Natorp Boulevard
Mason, Ohio 45040

TO THE COUNTY:

Christine Hansen, Project Officer
Arlington County, Virginia
1015 North Quincy Street
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers' liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be included as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured provision shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the

Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

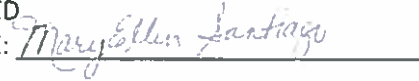
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CENGAGE LEARNING, INC.

AUTHORIZED
SIGNATURE:



AUTHORIZED
SIGNATURE:



NAME AND TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND TITLE: MaryEllin Santiago - VP Consortia Sales

DATE: 9/21/2017

DATE: 9-18-2017

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 2017-71500-01

This contract entered into the 1st day of July 2017, by Gale Cengage, hereinafter called the "Contractor" and Commonwealth of Virginia, The Library of Virginia, called the "Purchasing Agency."

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

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

PERIOD OF PERFORMANCE: From July 1, 2017 through June 30, 2020 with two one-year additional renewal periods.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal #2017-71500-01 dated April 10, 2017:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated April 28, 2017, all of which documents are incorporated herein.

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

CONTRACTOR:

By: Mary Ellen Santiago

Title: Vice President, Consortia

PURCHASING AGENCY:

By: Louise B. Warner

Title: Deputy

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, or any other basis prohibited by state law relating to discrimination in employment.



PROPOSAL OF GALE BOOKS AND VIRTUAL REFERENCE LIBRARY



*Library of Virginia, on behalf of
Mid-Atlantic Library Alliance (MALiA)*

Request for Proposals: Library Materials

Due Date: April 28, 2017

Proposal Representative:

Jean Reynolds, Senior Technical Bids Writer
P > 513.229.1529. E > jean.reynolds@cengage.com

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April 25, 2017

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

Dear Ms. Newsome:

Cengage Learning, Inc., is pleased to respond to the interest in *Library Materials for the Mid-Atlantic Library Alliance (MALiA)* with a recommendation of Gale print publications and Gale Virtual Reference Library (ebooks). The completed bid package follows this letter.

Attached to our response, please find a copy of our Business Policies for Cataloging Services and Discount Programs by Imprint. We propose that the policies apply except as may conflict with the solicitation terms and conditions. Also attached is a copy of our standard Gale Virtual Reference Library Subscription and Hosting Agreement.

Gale has a 63 + year history and partnerships with over 100,000 libraries worldwide that have informed and shaped award winning library resources and services. Our customers enjoy accurate and authoritative reference content in an unparalleled collection of archival microform, primary source materials, and over 600 databases that are published online, in print, as eBooks, and in microform.

Gale is a part of Cengage Learning, a leading provider of innovative teaching, learning and research solutions for the academic, professional, and library markets worldwide. The company's products and services are designed to foster academic excellence and professional development, increase student engagement, improve learning outcomes and deliver authoritative information to people whenever and wherever they need it.

Gale Print Publications

The Gale family includes notable publishing reference imprints such as Macmillan Reference USA™, Charles Scribner's Sons™, and Primary Source Microfilm™. Thorndike Press®, Christian Large Print™ and Large Print Press™ serve libraries' large print collections, while the Taft Group® specializes in reference materials for the nonprofit sector.

Gale now serves the K-12 print market through a licensing partnership with Rosen Publishing that has the rights to Gale's Greenhaven Press®, Lucent Books®, and KidHaven Press™ imprints. Rosen Publishing will create and sell new titles under these brands and will become the exclusive publisher of existing Greenhaven, Lucent, and KidHaven books and eBooks.

Consultation

Gale Library Consultants can provide you with valuable advice for collection development and engagement, services to the aging, and reader's advisory. Gale Library Consultants offer an average of 10 years' experience that can be shared to help advance the interests of large and small libraries.

Gale Consultants also provide time-saving resources and services, such as information on titles and publication dates to help busy librarians ensure they have the most comprehensive LP collection. Our consultants also provide training on the use of librarian resources like GaleAdmin and SupportGale.com, which include marketing and branding tools that help librarians engage readers of all ages and demographics.

Gale eBooks

Gale Virtual Reference Library offers a single source for eReference aimed at the needs of students, researchers, professionals and general readers. GVRL offers more than 15,000 authoritative, full-text titles— from Gale and a host of premier publishing partners —within 18 subject areas researchers study most. Our Gale Virtual Reference Library (GVRL) and electronic database content is derived through direct investment in proprietary publishing with partners like Smithsonian Collections, Library of Congress, The British Library, Harvard University Libraries, National Library of Scotland, Yale University Libraries, Associated Press, and National Geographic. Our e-resources have received more than 124 total awards in the last ten years for resources such as Gale Virtual Reference Library (GVRL) and In Context databases.

Please visit www.gale.com for more information about our exceptional electronic resources and a full range of services we provide to our libraries free of charge with subscription access.

Please contact me with any questions regarding this submission. Thank you in advance for the time you invest in a review of our proposal.

Kind regards,

Original signed in ink

Jean Reynolds
Bid Services
jean.reynolds@cengage.com | 513.229.1529

Attachments

REQUEST FOR PROPOSAL

Issue Date: April 10, 2017

Title: Library Materials

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

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

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

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

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

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

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

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

Name and Address of Firm: Cengage Learning, Inc., Gale, 27500 Drake Road, Farmington Hills MI 48331

Date: April 25, 2017

By: MaryEllin Santiago

Name: Original document signed in ink (Signature in Ink)

eVA Vendor ID or DUNS VS0000018000 (Please Print) DUNS 86-1016442

Fax Number: N/A

Title: Vice President Sales, Consortia & Special Libraries

E-mail Address: maryellin.santiago@cengage.com

Telephone Number: 800-877-4253

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

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SCHEDULE OF EVENTS

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

I. PURPOSE

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

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

II. BACKGROUND

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

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

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

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

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

III. STATEMENT OF NEED

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

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

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

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

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

IV. PROPOSAL PREPARATION & SUBMISSION

1. RFP Responses:

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the contractor. Failure to submit all information requested may result in the Library of Virginia requiring prompt submissions of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Library of Virginia. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. The original copies of the proposal should be bound or contained in single volumes where practical. All documentation submitted with the proposal should be contained in that single volume.

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

V. EVALUATION & AWARD CRITERIA

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

POINT VALUE

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

100 TOTAL

VI. GENERAL TERMS AND CONDITIONS:

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

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

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment

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

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

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

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

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

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

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

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

VII. SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Library of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
 2. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. AWARD OF CONTRACT**: Selection shall be made to two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price/discount, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Library of Virginia shall select the offeror(s) which, in its opinion, has made the best proposals, and shall award the contract to those offeror(s). Multiple contracts may be awarded. The Library of Virginia may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.). Should the Library of Virginia determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **ADDITIONAL USERS**: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
 4. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice

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

5. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: <u>Cengage Learning, Inc.</u>	<u>28 April 2017</u>	4:00 p.m. Est
Name of Bidder/Offeror	Due Date	Time
<u>Cengage Learning, Inc.</u>	<u>MALiA RFP-Library-Materials-2017</u>	
Street or Box Number	IFB No./RFP No.	
<u>27500 Drake Road Farmington Hills MI 48331</u>	<u>Library Materials</u>	
City, State, Zip Code	IFB/RFP Title	
Name of Contract/Purchase Officer or Buyer <u>Carolea Newsome</u>		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

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

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

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

ORGANIZATION	ADDRESS	CONTACT	PERSON
<u>TELEPHONE</u> 1. Idaho Commission of Libraries (208) 334-2150	325 West State Street Boise, ID 83702	Gina Persichini, Gina.Persichini@libraries.idaho.gov	
2. New Mexico State Library (505) 476-9717	1209 Camino Carlos Rey Santa Fe, NM 87507	Lori Smith Thornton lori.thornton@state.nm.us	
3. Tennessee State Library and Archives Phone: (615) 532-4627	403 7th Avenue North Nashville, TN 37243	Erin Loree erin.loree@tn.gov	

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

10. **eVA Business-To-Government Contracts and Orders:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, 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.

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

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

ATTACHMENT A

Offeror Data Sheet

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

1. **YEARS IN BUSINESS:** Indicate the length of time the contractor has been in business providing these types of goods and services. Years 63 Months since
2. **REFERENCES:** Offerors shall provide a list of 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number and email address.

ORGANIZATION	ADDRESS	CONTACT	TELEPHONE
2.1. <u>Idaho Commission of Libraries</u>	<u>325 West State Street</u> <u>Boise, ID 83702</u>	<u>Gina Persichini,</u>	<u>208-334-2150</u>
<u>New Mexico State Library</u>	<u>209 Camino Carlos Rey</u> <u>Santa Fe, NM 87507</u>	<u>Lori Smith-</u> <u>Thornton</u>	<u>505-476-9717</u>
2.2. <u>Tennessee State</u>	<u>403 7th Avenue North</u> <u>Library and Archives</u>	<u>Erin Loree</u>	<u>615-532-4627</u>
2.3. <u>Library and Archives</u>	<u>Nashville, TN 37243</u>		

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

3.1. Contractor:

Name: Gale, a Cengage Learning Company

Address: 27500 Drake Road City: Farmington State: MI Zip: 48331
Hills

3.2. Person to contact re proposal:

Name: Jean Reynolds

Telephone: 513-229-1529 Fax: N/A E-Mail: jean.reynolds@cengage.com

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

Name: Michael Dalida, Contracts Team

Address: 27500 Drake Road City: Farmington Hills State: MI Zip: 48331

Telephone: 800-877-4253 x 18306 Fax: 877-363-4253 E-Mail: #GaleCLContracts@cengage.com

4. Customer Service:

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

Name: Kathleen Gignac

Address: 27500 Drake Road City: Farmington Hills State: MI Zip: 48331

Telephone: 800-877-4253 x 18950 Fax: 877-363-4253 E-Mail: kathleen.gignac@cengage.com

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

Account Representative: Peggy Williams

Telephone: 800-877-4253 Fax: 877-363-4253 E-Mail: peggy.williams@cengage.com

Web address: www.gale.com

4. EXPERIENCE:

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

Gale is a world leader in e-research and educational publishing for schools, libraries, and businesses. The distinction between Gale and other aggregators is experience as a publisher and 63 year history of partnerships with over 100,000 libraries worldwide. As a division of Cengage Learning, Gale resources and services draw from both the technical and organizational strength of the larger organization. This structure helps Gale to minimize expenses for overhead and expertise with ultimate savings to our partner libraries.

For over six decade, Gale has partnered with over 100,000 libraries around the world to promote the discovery of information by all people, for all purposes. Gale provides original and hand-curated content, as well as the modern research tools necessary to create equitable access to libraries and learning. We presently have over 30 state or multi-state consortia contracts and contracts with GSA and FedLink. Our state of the art printing and distribution facility is model for international best practice, producing print publications for our Gale, partner imprints, and other publishers.

5. COMPANY STABILITY:

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

Our company is a world leader in academic, reference and research materials worldwide. You may discern the financial strength of our organization by reviewing audited financial statements, inclusive of the Gale division, available at: http://www.cengage.com/investor/annual_and_quarterly_reports.html

Gale offers a highly efficient and effective technical infrastructure modeled and managed on international best practices for functionality and security. Databases (inclusive of hosted ebooks) are managed with efficiency to optimize collections for evolving needs of libraries – and the constituencies served by the libraries with broad and focused content. Technical support and customer services are based in the U.S. for optimum communications that create outstanding service.

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

Gale is not a jobber, we are a publisher and third-party aggregator. Gale offers print and ebook quality derived through direct investment in proprietary publishing as well as the most prestigious and high-quality partners. Examples of our ebook partners include: Smithsonian Collections, Library of Congress, The British Library, Harvard University libraries, the National Library of Scotland, Yale University Libraries, Associated Press, Encyclopaedia Britannica, and National Geographic. Our imprints for print publications include: Charles Scribner's Sons®, Christian Large Print, Five Star™, Greenhaven Press®, KidHaven Press™, Large Print Press™, Lucent Books®, Macmillan Reference USA™, Primary Source Media, Scholarly Resources, Inc., Schirmer Reference™, St. James Press®, The TAFT Group®, Thorndike Press®, Twayne Publishers™, U·X·L™, Wheeler Publishing™.

Please see www.gale.com/print for a catalog of print publications; an ebooks (Gale Virtual Reference Library) catalog is available at www.gale.com/gvrl

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

ATTACHMENT B

Service Requirements Deemed Important
in Consideration of Contractor Selection

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

LOT 1 – BOOKS

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

Reference: 7,500; Circulating Trade: 4,000

1.2. Approximate number of titles you currently supply:

11,500

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

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

1.4 Types of audience you can supply

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

LOT 2- Audio/Visual

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

35

2.2. Approximate number of titles you currently supply:

N/A

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

N/A **Audio-** Music/Spoken Word

2.3.1 Cassette Tapes

Compact Discs

A) Classical

B) Popular

C) Spoken Word

N/A **Video**

2.3.2 VHS

DVD

Blu-Ray

A) Educational

B) Feature/Entertainment

C) Foreign

D) Instructional

1.4 Types of audience you can supply N/A

Children

Young Adult

Adult

LOT 3 - SOFTWARE

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

N/A

3.2. Approximate number of titles you currently supply:

N/A

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

- Library
- Business
- Home
- Educational
- Games

3.4 Types of audience you can supply N/A

- Children
- Young Adult
- Adult

LOT 4 – E- BOOKS

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

Gale Virtual Reference Library includes more than 140 premier partner publishers.

4.2. Approximate number of titles you currently supply:

15,000+

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

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

4.4 Types of audience you can supply

- Children
- Young Adult
- Adult

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

Yes, users of GVRL are able to search within a title, multivolume set, book series, or full GVRL collection. They can also cross-search the GVRL collection with their library's other Gale holdings via Gale PowerSearch. If an institution subscribes to an InfoTrac periodical product, our InterLink™ technology enables users to make connections from current events coverage in InfoTrac to topical reference overviews and essays in GVRL

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

We do provide a dark archive for Gale proprietary content: Portico.

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

Gale Virtual Reference titles are sold for unlimited, simultaneous access and perpetual use; hosting fees are charged by site and fees may be discounted for multiple sites.

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

4.8a Is there additional cost to enable download?

No.

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

N/A - see 4.7

4.8c Is maximum simultaneous checkouts per user configurable?

N/A see 4.7

4.8d Do you offer holds functionality?

N/A see 4.7

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

Unlimited, simultaneous, concurrent use.

General questions pertaining to all formats.

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

If yes, describe:

Gale is the publisher or is licensed to be the provider of any GVRL title via the GVRL platform.

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

If yes, describe:

All publisher country source are included in title lists for GVRL available here:
www.gale.com/GVRL

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

This question is not relevant to our business model for GVRL ebooks; see Section 4.7. For print publications: The success of our supply chain hinges on our ability to micromanage inventory and transportation. At any given moment, we know the location and status of more than 100 million individual books, whether they're being printed by our suppliers, placed on a shelf in one of nine warehouses around the world or en route to customers. A number of robust IT systems make this task possible. We employ Oracle's EnterpriseOne operating system across the company. This solution works in tandem with a multifunctional warehouse management suite that has proven particularly useful in the learning materials industry.

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

Information is available through our catalog at www.gale.com and title lists available here: <http://solutions.cengage.com/gale/title-lists/> as well as in the full-text PDF version of GVRL titles.

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

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

Online ordering may be done after account set up at www.gale.com: the internet is all that is needed to access these services. There is no charge

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

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

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

Gale Data Mapping/Formatting Standards Currently Supported include:

- X12
- XML
- EDIFACT
- TRADACOMS

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

If yes, describe:

Gale doesn't generally require minimum orders for any special services; our organization is highly customer-focused, providing custom orders and service upon request.

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

If yes, describe:

Customers may contact us at 800-877-4253 or email Gale.Orders@cengage.com for customized service and support, inclusive of orders

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

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

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

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

Gale offers Standing Orders that make it easy to stock your (real and virtual) shelves. There are a variety of plans and more information is available here: <http://solutions.cengage.com/gale/standing-orders/>

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

If yes, describe the services offered.

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

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

Management reports available to include ship history, title, and all details, including custom reports as needed.

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

Remarks:

Once a Gale account is set up, users can access real time status information for print orders. GVRL includes free, on demand usage reports via GaleAdmin or Gale can email them each month if preferred. More information about usage and other GVRL tools available here: <http://support.gale.com/galeadmin/>

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

Remarks:

We are pleased to provide reports as specified or customized upon request.

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

Remarks:

Annual reports may be supplied as defined or upon demand.

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

Gale can comply with invoice requirements of our customers, whether standard or custom.

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

Remarks:

Billing procedures and options for varying invoices are offered to individual members per consultation with our orders and/or billing teams.

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

Remarks:

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

Remarks:

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

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

Remarks:

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

If yes, outline details.

Remarks:

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

Remarks: [Gale waives shipping charges for our customers](#)

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

Remarks: [No fees will be charged to handle a MALiA account.](#)

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

Remarks:

24. Other Services: Specify other services provided.

Gale provides many services related to our GVRL (ebooks), including customized virtual bookshelves, MARC records, usage reports, Google integration, Microsoft integration, text to speech, translation features, download, citations, bookmarks, and much more. Please visit www.gale.com/GVRL for more information.

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

We are able to meet the service requirements defined for the products we have defined and imprints we publish.

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

PRICING FOR OFFER CONSIDERATION
Discounts for Library and Staff Orders

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

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

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

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

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

MATERIAL

DISCOUNT / PRICING

LIBRARY TYPE (specify): Public Academic School Special State Agency

	1 Copy	2+ Copy
1. Books (Reference LOT 1)		
1.1. Adult Trade Hardcover Bindings		
1.1.1. Fiction	<u>10%</u>	<u>10%</u>
1.1.2 Non-fiction	<u>10%</u>	<u>10%</u>
1.2. Paperbacks		
1.2.1. Quality	<u>10%</u>	<u>10%</u>
1.2.2. Mass-market	<u>10%</u>	<u>10%</u>
1.2.3. Pre-bound	<u>N/A</u>	<u> </u>
1.2.4. Time required to ship prebound orders:		

MATERIAL	DISCOUNT / PRICING
1.3. Juvenile Titles	
1.3.1. Trade hardcover bindings	<u>10%</u>
1.3.2. Publishers' library bindings	<u>10%</u>
1.3.3. Reinforced bindings	<u>10%</u>
1.3.4. Pre-bound books	<u>N/A</u>
1.3.5. Time required to ship prebound orders:	
	<u>N/A</u>
1.4. Small Press	<u>N/A</u>
1.5. University Press	
1.5.1 Trade	<u>N/A</u>
1.5.2. Non-trade	<u>10%</u>
1.6. Serial Books (continuations)	<u>10%</u>
1.7 Reference materials	<u>10%</u>
1.8. Cataloging and Processing - Include total support detail and brochures for these services	
1.8.1. Complete cataloging and processing	
1.8.2. Cataloging and processing without mylar jacket	<u>Complimentary</u>
1.8.3. Mylar jacket and kit, unfastened	<u>Complimentary</u>
1.8.4. Mylar jacket, fastened or unfastened	<u>Complimentary</u>
1.8.5. Kit, unfastened (to include book pocket, book card, spine label, complete set of catalog cards)	<u>Complimentary</u>
1.8.6. Catalog card set	<u>Complimentary</u>
1.8.7. Machine-readable cataloging per record	<u>Complimentary</u>
1.8.8. Additional charges	N/A
1.8.9. Reinforced plastic cover for paperbacks: 5 mil thick	<u>2.15</u>

1.8.10. Lighter laminate:	<u>Complimentary</u>
Describe & specify thickness: _____	Custom requests accepted - no charge
MATERIAL	DISCOUNT / PRICING
1.8.11. Theft-detection devices: attached	<u>Complimentary</u>
1.8.12. Theft-detection devices: unattached	<u>Complimentary</u>
2. Audiovisual (Reference LOT 2)	
2.1. Formats	
2.1.1. Spoken word cassettes	<u>N/A</u>
2.1.2. Books on tape	<u>N/A</u>
2.1.3. Books on CD	<u>N/A</u>
2.1.4. Compact discs	<u>N/A</u>
2.1.5 Music cassettes	<u>N/A</u>
2.1.6 DVD	<u>N/A</u>
2.1.8 VHS	<u>N/A</u>
2.1.9 Blu-Ray	<u>N/A</u>
2.1.10 Others: _____	
2.2. Performance rights	
2.2.1. Public	<u>N/A</u>
2.2.2. Home use	<u>N/A</u>
2.3. Cataloging and Processing -	
2.3.1. Catalog card sets	<u>Complimentary</u>
2.3.2. Machine-readable cataloging	<u>Complimentary</u>
2.3.3. Theft-detection devices	<u>Complimentary</u>
Provide complete information about what services are offered:	
<u>Processing and catalog services are customized and provided free of charge to our library partners. More information is available here: http://assets.cengage.com/pdf/Cataloging_Services_2016.pdf</u>	

3. Software (Reference LOT 3)

3.1. MAC

N/A

3.2. Windows

N/A

MATERIAL

DISCOUNT / PRICING

4.E-Books

4.1.. Fiction

N/A

4.2. Non-fiction

10% (Gale imprints only; contact us for 3rd party discounts available)

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

Recurring hosting fees apply: \$1,000 annual cost

5. Delivery - INSIDE DELIVERY REQUIRED

5.1. Prepaid FOB

5.1.1. Destination

5.1.2. Point of Shipment

X - No charge

5.2 Mode of shipment

UPS

ATTACHMENT D

MALiA Membership 2016-2017

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

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

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

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

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

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

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

246.	Wytheville Community College Library	1082	Wytheville, VA

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

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

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

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

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

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: [Cengage Learning, Inc.](#)

Preparer Name: [Jean Reynolds](#) Date: [25 April 2017](#)

Instructions

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

Section A

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

Certification number: _____ Certification Date: _____

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
<p>Gale is offering discounts for materials that are already produced by Gale staff, thus, we have no need to extend subcontracts to produce or distribute our print and/or electronic materials. Gale is a Cengage Learning, Inc. company. Cengage Learning and all of its divisions are committed to vendor diversity.</p>					
<p>We understand that partnerships of diversity are essential to our success, allowing us the opportunity to see new trends in our markets, discover new ways to solve problems, and successfully respond to our customer needs. At Cengage Learning we strive to retain and build relationships that emphasize vendor diversity in an effort to provide the highest quality products and services to our customers and our employees.</p>					
<p>Our policy at Cengage Learning is always to hire the person who is best qualified for the job, whether full-time employees or contractors. This means that we sustain a high percentage of employees, contractors and vendors who are persons of diversity. In all of our divisions, Cengage gives every reasonable opportunity to businesses</p>					
<p>owned by women, minorities, and persons with disabilities to participate as direct suppliers, contractors, and subcontractors. In the event of existing products, Cengage attempts to utilize every qualified vendor of diversity to editorialize, produce, program, market, or distribute materials that that support and add value to that product.</p>					
Totals				Zero	Zero

Attachment F

REQUEST FOR PROPOSAL

Title: Library Materials

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT F

State Corporation Commission Form

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

is a corporation or other business entity with the following SCC identification number:

F170017 -OR-

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

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

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

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



STANDARD PRINT BUSINESS POLICIES

Cengage Learning Business Policies for Print Products apply to this proposal for Gale publications and will be included in a contract, if awarded. **All Gale imprints are represented by Cengage Learning FEIN: 59-2124491.**

Shipping

Cengage Learning provides free shipping of Gale print orders. Gale will deliver to your location's loading facility, but will not unpack and shelve products. Gale's shipping terms are FOB shipping point on all orders.

Library Processing

Library Processing options are provided on the MediaLog information sheets on the last pages of this document. Books with no library processing will be received 5-10 days after receipt of order. Library processed orders with unattached processing take approximately 1 to 2 weeks, while orders with attached processing will take 2 to 4 weeks. Books with attached library processing may not be returned.

Prices and Discounts Guarantee

Please note: *Prices* are subject to change at any time, with or without notice. *Discounts* vary by catalog and may change at any time with or without notice. Cengage Learning cannot guarantee prices and reserves the right to make adjustment. Discounts can range from 0-70% which may include discounts for standing orders, special promotions, and titles going out of print.

Please refer to www.gale.com for the most current catalogs, and discounts and new promotions that may be offered for limited periods of time.

Payment Terms

Cengage Learning does not provide early payment (cash) discounts. Cengage Learning terms are Net 30 Days after receipt of invoice.

Assignment

Cengage Learning shall be permitted to assign this Agreement to an affiliate, a successor in interest, or in connection with a change of control or transfer of assets to which this Agreement relates, without the consent of the customer agency.

Vendor Non Performance

If Cengage Learning is unable to provide products and unable to perform contract and the participating agency elects to purchase products from other sources, or wishes to deduct charges from existing invoice total due at that time, Cengage Learning is not responsible for any difference between contract and actual price.

Catalogs

Catalogs for all Gale imprints are available 24 hours a day, every day online at www.gale.com.

Order Delivery Timeframe

Gale will deliver 100% of all in-stock, unprocessed print orders within 5-10 days, or unattached processed items within 30-days after receipt of order (ARO); *average delivery time is approximately 5-10 days*. Processed/cataloged with attached processing items (please see Gale Cengage Learning Cataloging and Processing Service document) are delivered on an average of 2-4 weeks ARO.

Approval Policy

In the U.S. and Canada, all Gale products are available on an approval or trial basis. Please contact your Gale Representative for details.

To Place an Order

Orders can be placed via mail, phone, fax or e-mail. Print products may also be ordered at the Online Order Center at www.gale.com/myaccount.

Phone: 800.877.GALE (4253) Press 2 Fax: 800-414-5043
gale.orders@cengage.com

Credit card orders (Cengage Learning accepts VISA, MasterCard, American Express and Discover) for accepted for new Gale orders and prepaid orders with a check may be placed by remitting to:

Gale
P.O. Box 95501
Chicago, IL 60694-5501

To place an order using a purchase order, please remit to:

Gale Print Order Support
27500 Drake Road
Farmington Hills, MA 48331-3535
Phone: 800-877-GALE (4253) Press 2

Payments may also be made with Electronic Funds Transfer (EFT)

Harris Trust and Savings Bank
311 West Monroe (60606) P.O. Box 95501 (60694-5501) Chicago, IL
Account # 265-887-0; ABA Routing # 0-710-00-288

Invoices

Our practice is to provide one copy of the invoice at time of shipment (specifically, if the ordering and receiving individuals are the same, the invoice is included in the shipment only; if the ordering and receiving individuals differ, a packing slip is included in the shipment, and an invoice is mailed to the ordering individual). For additional copies of your invoice, please contact our Customer Service Department or refer to Gale's Order Center.

Customer Service

Call: Monday – Friday, 8:00 a.m. to 7:00 p.m. EST 800.877.GALE (4253) Press 3

Fax: 877.363.GALE (4253)

E-mail: gale.customerservice@cengage.com

Customers Outside of the U.S. & Canada

To place an order, make an inquiry or obtain customer service, visit www.gale.com for a listing of our Sales Offices and Distributors.

Technical Support Services

Call: 24 hours a day, seven days a week 800.877.GALE (4253) Press 4

E-mail: gale.technicalsupport@cengage.com

Gale's Order Center

The Gale Order Center offers you a quick and easy way to order online, track shipments, print invoices, or determine how many cartons will arrive in a future shipment. Register for a user name and password at www.gale.com/myaccount. This service is available 24 hours a day, every day.

Return Policy

Customers have 30 days from the date of invoice to decide if the titles they have purchased meet their needs. To return a title, please ship to:

Cengage Distribution – Location 04
10650 Toebben Drive
Independence, KY 41051 USA

Gale does not pay return shipping. If products are received damaged, please contact our Customer Service Department for an immediate replacement. Products should be returned undamaged and shipped via traceable means. Please include a copy of the packing list indicating quantity, title and invoice number. Returns will be processed within 6-8 weeks.

Returns Credit Policy

General Terms

- > Customers are allowed 30 days from invoice date for full credit. This is also stated on the invoice, marketing materials and Gale's web site.
- > Gale does not pay for return shipping unless the return is due to a Gale error.
- > Product must be returned undamaged and shipped via traceable means.
- > No credit is issued for damaged or out-of-print products (books processed by a library are considered intentionally damaged).
- > Full credit is issued for any item sent by Gale in error or in damaged/defective condition. For damaged/defective books, the title page is returned and customer sent a replacement.

No Credit Conditions

- > Custom editions are non-returnable.
- > Opened CD-ROMs and CD-Mods are non-returnable and credit will not be issued without approval from the Customer's Account Executive.
- > International customers (excluding Canada) are not granted return privileges without the prior consent of Gale VP Controller.
- > All customers should provide advance notice of pending returns that exceed 10 or more books to receive prompt and accurate credit.

Stock

Gale stock consists of approximately 15,500 active individual titles, with a total of approximately 6.5 million units.

Delivery Times

Please specify delivery times at the time of order.

Stock Unavailability Notices

Gale does not send notices of out-of-print titles; however, all Out-of-Print (OP), Out-of-Stock (OS) and Not-Yet-Published (NYP) books are noted on the invoice.

Packing Slips & Invoices in Alphabetical Order

Items on packing slips and invoices appear in the order in which they are entered. If you require the packing slips and invoices to be arranged in alphabetical order by title or author, please list your product needs accordingly. *If you require multiple copies of invoices be sent to your location(s), please note this upon order placement.*

Shipment Information

Gale shipments include the following information: Return address (Distribution Center), Ship To address, Order number, Purchase Order number, Date of shipment, Box # of #, and other additional information (i.e., if shipped via UPS, the UPS method, tracking number, etc.). In addition, the box that contains the invoice (packing slip) is clearly indicated.

www.GaleSchools.com

Visit www.gale.com/schools/ (our 5-star rated* web site for the teaching community) for more information on Gale's K-12 Resources for Teachers, Media Specialists, Administrators, Students and their parents.

Gale Discount Programs by Imprint						
Imprint	Disaster Discount	Foundation Opening Day Collection	Librarian's Choice	Editor's Choice	Standing Order	Choice Plans
Five Star Quarterly			15% for 24 books/year 18% for 48 books/year 20% min 100 titles/year		25% for either 2 or 4 titles from Five Star Special Plans	15% - Plan 1: 1 title/mo 15% - Plan 2: 2 titles/mo
UXL	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% over \$10,000 10% UXL over \$1,000			15% on each new title	
Kennebec (Thorndike)					40%	
Thorndike Large Print Monthly Catalog			15% Program 1 (24/yr) 18% Program 2 (48/yr) 20% Program 3 (100/yr)	Hard Covers: 15% Plan 1 (12/yr) 15% Plan 2 (24/yr) 20% Plan 3 (36/yr) 20% Plan 4 (48/yr) 20% Plan 5 (60/yr) 20% Plan 6 (72/yr) 20% Plan 7 (84/yr) 20% Plan 8 (96/yr)	Discount varies from 15 - 40% dependent on plan/imprint chosen	
Gale General Catalog	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% over \$10,000 10% UXL and Oceano over \$1,000			Premium Plan - 25% & 10 free eBooks Basic Plan - 15% First Time Plan - 30%	



Library Processing Support

1-800-877-4253, Phone
1-877-363-4253, Fax

Karen Whyte,
Library Processing Rep - ext. 8718

Peggy Williams,
Order Support Services Manager -ext. 8859

Gale Cengage Learning Cataloging and Processing Service

Ordering Information

Gale is pleased to offer library services such as catalog card kits, MARC records, spine labels, bar code labels, Mylar covers reading program labels and security system products. Attached or unattached processing is available. Please review the specification form, select the items you require and submit this form with your Purchase Order. Should you have any questions regarding cataloging/processing services, please call your Gale Representative at 1-800-877-GALE.

Turn-around timing

Library processing must be requested with your order.
Unattached processing – Allow up to two weeks.
Attached processing - Allow two to four weeks.

Please note: Books with attached library processing may not be returned.

Criteria

Elements of bibliographic description are transcribed according to AACR2R, RDA or a combination of both. Cataloging is available with Sears, LC and LC Children's subject headings; call numbers are derived from the Abridged Dewey Decimal Classification.

Full MARC data in MicroLIF format is available for Macintosh and Windows systems.

All spine, bar code and reading program labels come with protectors.

Library of Congress Classification is not available at this time.

BILL TO:

Gale Account # _____
Institution _____
Address _____

City/State/Prov. _____
ZIP/Postal Code/Country _____
Attention _____
Phone _____
Fax _____
E-mail _____

SHIP TO:

Gale Account # _____
Institution _____
Address _____

City/State/Prov. _____
ZIP/Postal Code/Country _____
Attention _____
Phone _____
Fax _____
E-mail _____

Gale Bundles

Please choose one of the following bundled service offerings alone or in combination with the a la carte items listed below. When selecting a bundle, complete the specifications for each item included in that bundle.

Unattached Processing Bundle I

- Includes a Spine Label, Barcode, & Marc Record Unattached for each book.

Attached Processing Bundle II

- Include a Spine Label, Barcode, & Marc Record Attached to each book.

Attached Shelf Ready Bundle III

- Includes a Spine Label, Barcode, Marc Record, Theft Detection (3m or checkpoint only) for each book.

Attached Shelf Ready Bundle IV

- Includes a Spine Label and an RFID Tag for each book. (Bundle does not include Marc Record, Theft Detection, or Barcode due to overlapping with RFID device.)

A la Carte Items

Spine Labels only

- Unattached
- Attached
 - 2 inches from bottom of book
 - ____ inches from bottom of book

Property Label/Stamp

- Unattached label
- Attached label
 - Placement (specify) _____
- Stamp
 - I will provide my own
 - Gale will customize
 - Inscription: _____
 - Placement: _____

Cataloging & Packing

- Catalog sets as 1 record
- Pack in Dewey order
- Include Dewey packing list

Book Covers

- Colibri covers on paperbacks.
- Kapco covers on paperbacks.
- Mylar on books with dust jackets only.

Security System Products

- Attached
- Unattached
- Format – please check one:**
 - 3M Magnetic Strip
 - Check Point: Frequency _____
 - Plain Tag
 - Date Due Tag

RFID tags

- Includes tag, tag cover, application, & tag programming.

- Attached
- Unattached

Frequency Type: Check one

- Checkpoint ILS RFID
- ITG Apex RFID
- 3M's D7 RFID
 - Placement: _____

Call Number Specifications

Reference prefix above Dewey (*circle one*):

R Ref REF

- Non Fiction** Dewey + 3 letters of Main Entry
Other: _____
- Fiction** F + 3 letters of Main Entry
Other: _____
- Easy Books** E + 3 letters of Main Entry
Other: _____
- Story Collections** SC + 3 letters of Main Entry
Other: _____
- Individual Bio** 92 + 3 letters of Biographee Entry
Other: _____
- Collective Bio** 920 + 3 letters of Main Entry
Other: _____

- Classifications in all CAPS (ABC)
- Classifications first letter only CAP (Abc) {Default}
- Font size for spine labels:
 - 9 pt (default)
 - ____Pt (between 9 pt and 16 pt)

Subject Headings

- Use Sears subject headings
- Use Library of Congress subject headings (LCSH)
- Use Library of Congress Children's subject headings on juvenile titles, LCSH otherwise
- Use LCSH, but omit juvenile subdivisions (no juvenile literature, etc.)

Other Specifics

Cengage Learning

Virtual Reference Library Terms and Conditions

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1.1 Subject to the End User's compliance with the terms and conditions of this Agreement, Cengage hereby grants the End User, a nontransferable, non-exclusive, limited right to (i) access Licensed Content, and to download, display, view and print limited and/or make limited paper or electronic copies of citations, abstracts, individual full text or portions thereof, only for personal, educational, scholarly or internal non-commercial use at the authorized site or remotely by logging on to a secure network. The End User shall limit such use to the customary services provided to patrons and will not redistribute the Licensed Content or provide access to the Licensed Content to other libraries or third parties either directly or indirectly, unless authorized in advance and in writing by Cengage. Downloading all or parts of the Licensed Content in a systematic or regular manner so as to create a collection of materials comprising all or part of the Licensed Content and or transmitting (including, but not limited to, by way of e-mail, facsimile or other electronic means), is strictly prohibited whether or not such material is in electronic or print form.

1.2 The End User shall not: (i) except as permitted in 1.1, reproduce, copy, modify, distribute, display, transfer, sublicense, prepare derivative work(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell, or in any other manner exploit the Product or Licensed Content; (ii) remove, obscure or alter any notice of Cengage intellectual property rights present on or in the Product or Licensed Content therein, including, but not limited to, copyright, trademark and/or patent notices; or (iii) disassemble, decompile, translate, reverse engineer or otherwise reduce the Product or Licensed Content therein; or (iv) supply or fulfill requests from other institutions or libraries, a practice commonly called Interlibrary Loan or by any other means, from the Product or Licensed Content made available through this Agreement.

1.3 The End User understands that it is purchasing a copy of the Product for use in accordance with the provisions of this Agreement. Cengage also separately offers access subscriptions that provide hosting and technical services. Access subscription services enhance your use of the Product and are subject to standard subscription terms. Contact Cengage with any questions regarding such separate access subscriptions.

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2.1 Cengage may at any time (without prejudice to its other rights or remedies) immediately terminate this Agreement and/or suspend access to some or all of the Licensed Content, in the event that the End User does not comply with any of the terms and conditions of this Agreement. In the event of such termination by Cengage, the End User shall certify the destruction of all copies of the Product as well as any downloaded copies of the Licensed Materials.

3.0 PROPRIETARY RIGHTS

3.1 The End User acknowledges that Cengage owns all right, title and interest, including, but not limited to all copyright rights therein, in and to the Licensed Content, and that the End User shall not take any action inconsistent with such ownership. The Licensed Content is protected by U.S., Canadian and other applicable copyright laws and by international treaties, including the Berne Convention and the Universal Copyright Convention. End User is purchasing a copy of the Product for use in accordance with the provisions of this Agreement, which includes a license to the Licensed Content contained therein. Nothing contained in this Agreement shall be construed as granting the End User any ownership rights in or to the Licensed Content.

4.0 PROTECTION AND SECURITY

4.1 The End User shall use its best efforts and take all reasonable steps to safeguard its copy of the Licensed Content to ensure that no unauthorized reproduction, publication, disclosure, modification or distribution of the Licensed Content, in whole or in part, is made. To the extent that the End User becomes aware of any such unauthorized use of the Licensed Content, the End User shall immediately notify Cengage. Notification of such violations may be sent to Cengage Learning, Inc., 200 First Stamford Place, Stamford, CT 06905, Attention: General Counsel.

5.0 MISUSE OF THE LICENSED PRODUCT

5.1 In the event the End User uses the Product or Licensed Content in violation of this Agreement, Cengage shall be entitled to recover all costs and expenses for damages resulting from breach of this Agreement, including without limitation, reasonable attorney fees and court costs incurred.

6.0 FEDERAL GOVERNMENT CLIENTS

6.1 Except as expressly authorized by Cengage, Federal Government clients obtain only the rights specified in this Agreement and no other rights. The Government acknowledges that (i) all software and related documentation incorporated in the Product and Licensed Content is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data under this Agreement.

6.2 The text files are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277.7013 for DoD contracts, paragraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause in the FAR (48 CFR 52.227-19) for civilian agencies, or in other comparable agency clauses.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES

7.1 Although Cengage believes the Product and Licensed Content therein to be reliable, Cengage does not guarantee or warrant (i) any information or materials contained in or produced by the Product or Licensed Content, (ii) the accuracy, completeness or reliability of the Product and Licensed Content, or (iii) that the Product and Licensed Content is free from errors or other material defects. THE PRODUCT AND LICENSED PRODUCT IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND AND CENGAGE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL CENGAGE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL CENGAGE'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY THE END USER HEREUNDER FOR THE LICENSE OF THE PRODUCT OR LICENSED CONTENT.

8.0 GENERAL

8.1 Entire Agreement . This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof.

8.2 Enhancements/Modifications of Licensed Content. From time to time, and in Cengage's sole discretion, Cengage may advise the End User of updates, upgrades, enhancements and/or improvements to the Product or Licensed Content, and may permit the End User to access and use, subject to the terms and conditions of this Agreement, such modifications, upon payment of prices as may be established by Cengage.

8.3 No Export. The End User shall not transfer or export, directly or indirectly, the Product or Licensed Content in a manner that violates law.

8.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.

8.5 Waiver. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.

8.6 Choice of Law/Venue. This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the State of New York, applicable to contracts executed and to be wholly preformed therein, without regard to its principles governing conflicts of law. Each party agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement may be commenced and prosecuted in a

court in the State and County of New York. Each party consents and submits to the non-exclusive personal jurisdiction of any court in the State and County of New York in respect of any such proceeding.

8.7 Acknowledgment. By opening this package and/or by accessing the Licensed Content on this Website, THE END USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS THE PRODUCT OR LICENSED CONTENT AND RETURN THE LICENSED PRODUCT TO CENGAGE (WITHIN 30 CALENDAR DAYS OF THE END USER'S PURCHASE) WITH PROOF OF PAYMENT ACCEPTABLE TO CENGAGE, FOR A CREDIT OR A REFUND.

DIRECT ALL CORRESPONDENCE TO:
 CENGAGE Learning
27500 Drake Rd.
Farmington Hills, MI 48331
 PHONE: 248-699-4253, 800-877-4253
 FAX: 248-699-8061



BRINGING YOU RESOURCES FROM:

Gale
 Macmillan Library Ref USA
 Primary Source Microform
 Greenhaven Press/Lucent Books

ORIGINAL INVOICE

NO. 50754250

Date 11/18/13

Page 1 of 1

Order No. 85200957TS

The Gale legal entity has merged into another Cengage Learning legal entity. Please note the change in FEIN, GST and QST numbers.

Federal ID No.: 59-2124491 Canadian G.S.T.#/T.P.S.: 14074 8831 RT0001 Canadian Q.S.T.#/T.V.Q.: 1023272543

ACCOUNT NO. 715838

ACCOUNT NO. 24697409

BILL TO NELSON EDUCATION LTD
 1120 BIRCHMOUNT RD
 SCARBOROUGH ON M1K 5G4
 CANADA

SHIP TO NELSON EDUCATION LTD
 CROSS DOCK
 1120 BIRCHMOUNT RD
 SCARBOROUGH ON M1K 5G4
 CANADA

QUANTITY		PURCHASE ORDER NUMBER	PAYMENT DUE	TERMS	FOB SHIPPING POINT			
SHIPPED	PENDING	ISBN	TITLE / AUTHOR / EDITION		PRICE	DISCOUNT	NET AMOUNT	
		833563	12/18/13	Net 30 Days	EXW			
6		9781410459404	FIFTEEN MINUTES Karen Kingsbury 001		35.99	95.83	9.00	
6		9781410460400	JUST ONE EVIL ACT Elizabeth George 001		35.99	88.66	24.48	
6		9781410461520	DARK WITCH Nora Roberts 001		36.99	95.86	9.18	
18		BOOKS				SUBTOTAL		42.66

RETURN POLICY

Unless otherwise noted, you have 30 days from the date of invoice to decide if print titles meet your needs. If you would like to return a print item, please send it to the "Return Books To" address below. Gale does not pay return shipping. Products should be returned undamaged and shipped via traceable means. Please include a packing list indicating quantity, title, and original invoice number. Questions? Call Customer Service at 1-800-877-GALE.

PAY THIS AMOUNT

42.66

DETACH: THIS PORTION MUST BE RETURNED WITH YOUR PAYMENT

The Gale legal entity has merged into another Cengage Learning legal entity. Please note the change in FEIN, GST and QST numbers.

PURCHASE ORDER NUMBER	INVOICE DATE	INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE	AMOUNT DUE
833563	11/18/13	50754250	715838	12/18/13	42.66

RETURN THIS STUB WITH PAYMENT TO:

MAIL CHECKS TO: Gale/CENGAGE Learning
 P.O. BOX 95501
 CHICAGO, IL 60694-5501

RETURN BOOKS TO:
 CENGAGE LEARNING
 Distribution Center
 10650 Toebben Drive
 Location 04
 Independence, KY 41051