

Sandra Gioia Treadway Librarian of Virginia

STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by Brodart Co, 500 Arch Street, Williamsport, PA 1701 hereinafter called the "Contractor" and Commonwealth of Virginia (Commonwealth) through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 on behalf of Mid-Atlantic Library Alliance, Inc. hereinafter called the "Library or LVA" and "MALiA".

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

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

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

The con	tract documents shall consist of the following and will be incorporated herein:
1.	This signed form,

- The following portions of the Request for Proposals dated February 1,2022, and a. The Statement of Needs
 The General Terms and Conditions
 The Special Terms and Conditions
 Attachment B
 - d. Attachment B
 e. Attachment C
 f. Addendum #1
- 3. The Contractor's Proposal dated March 2, 2022 and negotiation points dated April 5, 2022.

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

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

CONTRACTOR:	LIBRARY
Signature:	Signature:
Lisa Miori	Dand & Hand by
Title:	Title:
Vice President, Customer Care	DODA'S EAS
Date:	Date:
April 12, 2022	4/13/22

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

800 East Broad Street Richmond, Virginia 23219



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

RE: LVA-MAT-22-007

1 message

Yost, Barbie <Barbie.Yost@brodart.com>

Tue, Apr 5, 2022 at 8:51 AM

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

Cc: "Miosi, Lisa" <Lisa.Miosi@brodart.com>

Good morning,

In regards to your request below, Brodart would like to offer a 10% discount on Diamond Tips which is shown in the table below:

TIPS, Diamond	Customized selection lists	Up to 3 profiles for \$90 monthly
		Up to 8 profiles for \$180 monthly
		Up to 15 profiles for \$270 monthly

Please feel free to contact us should you require any additional information.

Thank you,

Barbie Yost

Administrative Assistant

Brodart Co.

P: 800-233-8467, ext. 6294

www.brodart.com

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

Sent: Monday, April 4, 2022 8:23 AM To: bookbids <bookbids@brodart.com>

Subject: RFP: LVA-MAT-22-007

Good Morning,

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

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

The panel is requesting a 10% discount on Diamond TIPS or McNaughton Leasing programs.

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

Thank you.

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

800 East Broad Street

Richmond, VA 23219

Nancy.Sconzo@lva.virginia.gov



THIS PROPOSAL SUBMITTED ON BEHALF OF BRODART CO.

Brodart Co. 500 Arch Street Williamsport, PA 17701 800.233.8467

Mid-Atlantic Library Alliance (MALiA)

REQUEST FOR PROPOSAL #LVA-MAT-22-007

FOR

LIBRARY BOOKS, MUSIC, AND VIDEO

Response Due: March 3, 2022 at 2:00 p.m. EST







Brodart Books & Library Services

500 Arch Street, Williamsport, PA 17701 P: 570 • 326 • 2461 F: 570 • 651 • 1639 www.brodartbooks.com

March 3, 2022

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

RE: LVA-MAT-22-007

DUE: March 3, 2022, 2:00 PM

Dear Sir or Madam,

Brodart is pleased to provide this document in response to the Mid-Atlantic Library Alliance's request for proposal for the purchase of library materials for the period of July 1, 2022 through June 30, 2025, with two one-year optional renewals.

We have studied your request for proposal and have a full understanding of your requirements. Our response outlines our ability to meet the needs of the Mid-Atlantic Library Alliance. Brodart is bidding on the Print Books category of this RFP.

For over 85 years Brodart has been the premier supplier of shelf-ready materials to public libraries. We are a full-service library company that delivers library products and services ranging from collection development to unprocessed material to complex shelf-ready cataloging and processing. Today Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to public libraries.

Questions related to our bid response or notification of award should be directed to Lisa Miosi at 800.233.8467, ext. 6266, or bookbids@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Lisa Miosi

Lesa Miori

Vice President, Customer Care, Books & Supplies



Sandra Gioia Treadway Librarian of Virginia

ADDENDUM NO. 1 TO ALL BIDDERS

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

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

71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc. 71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.

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

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

Date:

February 1, 2022

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

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

nd pay	yment #7 change:
7.	The vendor is able to accommodate Net 60 payment terms without imposing an extra charge.

___No

Remarks:

To read:

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

Remarks:

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

Offeror's Name: Offeror's Address: Buyer: Nancy Sconzo RFP #: LVA-MAT-22-007 RFP Due Date: March 3, 2022

Sincerely,

Janey Sonze

Nancy Sconzo

Brodart Co.		
Name of Firm		
Signature/Title	VP, Customer	Care
Signature/Title		
3/3/22		
Date		

MUST BE RETURNED WITH YOUR PROPOSAL

REQUEST FOR PROPOSAL (RFP)

Issue Date:	February 1, 2022	RFP# LVA-MAT-22-007
Title:	Library Books, Music, and Video	
Commodity Code:	71510 – Books, Curriculum Guides, Directories, Magazin 71512 – Books, Reference (incl. CD versions) Dictionaries 71535 – Electronic Publications: Directories, Dictionaries 71505 – Audio Cassettes, Tapes and Compact Disks (prer 71590 – Video Cassettes, Disks, Tapes, etc. (For Compute	s, Encyclopedias, etc. , Encyclopedia, etc. ecorded)
Issuing Agency:	Library of Virginia, on behalf of Mid-Atlantic Library Alliance, Inc. (MALiA) Purchasing Department 800 East Broad Street Richmond, VA 23219	

Period of Contract: July 1, 2022 through June 30, 2025 with two-one year optional renewals

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

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

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

	<u> </u>	
Name And Address Of Firm: Brodart Co.	Date: March 2, 2022	
500 Arch Street	By: Assa Miosi (Signature In Ink)	_
Williamsport, PA Zip Code: 17701	Name: Lisa Miosi	
eVA Vendor ID or DUNS #: 133897665	(Please Print)	
Fax Number: (570) 651.1639	Title: Vice President, Customer Care	
E-mail Address: bids@brodart.com	Telephone Number: (800) 233.8467	

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

DSBSD-certified Small Business No. N/A

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

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

II. BACKGROUND: MALIA is an organization of public, academic, school, and special libraries, established to provide cooperative information services and programs. Full membership is conveyed to applicant libraries upon payment of annual fees to the corporation.

The Mid-Atlantic Library Alliance (MALiA) represents 221 libraries throughout the mid-Atlantic region, including Virginia, Tennessee, North Carolina, West Virginia, Kentucky, Alabama, and Florida. Membership includes public, academic, school, and special libraries. See Attachment **D**: MALiA Member Libraries as of January 1, 2022 for a list of participating institutions or consult the MALiA website (http://www.malialibrary.org/) for a current list of members.

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

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

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

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

This RFP covers the following five categories of library materials:

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

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

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

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

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

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

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

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

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

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

LATE RESPONSES WILL NOT BE ACCEPTED.

2. PROPOSAL PREPARATION:

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

 "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all,

- "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the URFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Attachment G)

3. ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are **an option** of the purchasing agency and **may or may not** be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

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

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

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

VI. REPORTS:

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

B. Use of Subcontractors

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

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

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

The Contractor shall provide this information electronically to:

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

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

VII. PREPROPOSAL CONFERENCE: Not applicable

VIII. GENERAL TERMS AND CONDITIONS

- A. <u>VENDORS MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex,

color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: Applicable for all contracts over \$10,000:

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

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

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

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

J. PAYMENT:

1. To Prime Contractor:

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

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351., The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. <u>ASSIGNMENT OF CONTRACT</u>: 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:
 - The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior

written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- e. 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 shallpresent 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. <u>DEFAULT</u>: 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. <u>TAXES</u>: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

R. <u>USE OF BRAND NAMES</u>: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the

purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- 1. Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the <u>Code of Virginia</u> during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- 4. Automobile Liability \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- U. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (<u>www.eva.virginia.gov</u>) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

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

- Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. <u>BID PRICE CURRENCY</u>: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- AA. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- BB. <u>CIVILITY IN STATE WORKPLACES</u>: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory

training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

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

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

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

IX. SPECIAL TERMS AND CONDITIONS

- A. <u>AUDIT</u>: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. <u>ADDITIONAL USERS</u>: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed by the Commonwealth upon written agreement of both parties for two successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- F. EXTRA CHARGES NOT ALLOWED: The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- G. <u>eVA ORDERS AND CONTRACTS</u>: The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-

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

- H. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- I. <u>SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS</u>: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- J. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

K. CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- M. <u>E-VERIFY PROGRAM</u>: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency

of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

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

- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution annual reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

- 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on annual basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on annual basis, all applicable information on use of subcontractors that are <u>not</u> DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- P. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. <u>CONFIDENTIALITY (Contractor)</u>: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency and its designees, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

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

X. ATTACHMENTS:

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

ATTACHMENT A

OFFEROR DATA SHEET - MUST BE FILLED OUT

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

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

	requirements.
2.	Vendor's Primary Contact:
	Name: <u>Lisa Miosi</u> Phone: <u>800-233-8467</u> , Ext. 6166
3.	Years in Business: Indicate the length of time you have been in business providing this type of goodor service: 85YearsMonths
4.	Vendor Information: eVA Vendor ID or DUNS Number: 133897665
	Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.
A.	Company: Arlington Public Library Contact: Sarah Daviau, Collection Development
	Email:sdaviau@arlingtonva.us
	Project: Books with Flex Cataloging and Processing
	Dates of Service: 2003 - present \$\ Value: \frac{\$141,000/year}{}\$
В.	Company: Frederick County Public Library Contact: Marian Currens, Library Collections Email: MCurrens@FrederickCountyMD.gov Project: Books with Starter Cataloging and Processing Dates of Service: 1996 - present \$ Value: \$535,000/year
C.	Company: Free Library of Philadelphia Contact: Jennifer Maguire-Wright, Materials Management Email: WrightJ@freelibrary.org
	Project: Books with Compleat Cataloging and Processing, McNaughton Lease with Compleat Cataloging and
	Processing
	Dates of Service: 2006 - present \$\ Value: \\ \\$625,000/year
D.	Company: Prince George's County Memorial Library System Contact: Michael Gannon, Chief Email: Michael.gannon@pgcmls.info Project: Opening Day Collections with Compleat Cataloging and Processing, McNaughton Lease with Starter Cataloging and Processing
	Dates of Service: 2015 - present \$ Value: \$250,000/year
E.	Company: East Baton Rouge Parish Library Contact: Mary Stein, Assistant Library Director Email: mstein@ebrpl.com Project: Books with Compleat Cataloging and Processing, McNaughton Lease with Compleat

	Cataloging and Processing	_
	Dates of Service: 2008 - present \$_\$ Value: \$_\$900,000/year	_
F.	Company: Kansas City (KS) Public Schools Contact: Candee Hoffman, Assista Libraries for USD 500	nt Director of School
	Email: choffman@kckpl.org	
	Project: Books with Starter Cataloging and Processing	
	Dates of Service: 2021 - present \$\text{Value: \$\\$100,000/year}\$	
I certify	the accuracy of this information.	
Signed:	Line Missi Title: Vice President Customer Care D	ate: March 3 2022

ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor Selection

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

I. COMPANY DATA

Describe the vendor's related work experiences that would demonstrate ability to fulfill the contract.
 Include the extent to which the vendor is actively engaged in supplying materials to libraries of the type listed in this RFP.

SUMMARY OF RELATED WORK EXPERIENCE

Brodart is the premier supplier of shelf-ready print material in the library market. With 85 years of experience in delivering quality, service and new concepts to the library market, Brodart is a strategic partner and primary materials vendor to many public, school, academic and special libraries. Based on the strength of our experience, skilled and knowledgeable staff, proven methodology and commitment to true book-in-hand cataloging, Brodart is able to meet the requirements for Library Materials and Services for the Mid-Atlantic Library Alliance, Inc (MALIA).

From title selection to shipping and delivery, we'll take care of the details. Brodart's team becomes "your team" from start to finish helping ensure a successful outcome. We partner with you from the start to evaluate your requirements and help define your specifications. Brodart recognizes that each library is unique and that services should be tailored to meet your every need.

Inventory & Operations

Brodart provides a comprehensive range of books necessary to meet library needs. For the past 85 years, Brodart has been 100% focused on satisfying library requirements. It is because of this effort that all of our inventory and production processes are designed to meet the unique needs of our libraries. Our distribution facility manages annual library demand for over five million items from more than 50,000 publishers. Our inventory includes library relevant English and Spanish new releases and retrospective titles for adult and children, research and technical materials, large print and small press titles.

Brodart strives to maintain high levels of print material across all collections and with a depth of titles and quantities to meet public, school and academic library needs including opening day collections. Our purchasing profiles are specially formulated to meet the needs of the library market. Brodart orders from our publishing partners on a daily basis for any title not in stock – we do not require minimum purchases. All of our resources are centralized in one location, so we can efficiently and effectively process, fill and ship orders. Our algorithm for success allows us to deliver fill rates of greater than 98% for available titles.

Order Management

Brodart's products and services are designed exclusively for libraries. Our experience and history combined with new technology and evolving library practices allows us to

continually enhance library products and services. Our state-of-the-art Oracle system allows solutions for order management, collection development, information access, account creation, cataloging, processing and report generation. Our order management process provides a complete package of services that can be customized to meet the requirements of any library.

Collection Development Services

Whether you are building a new collection, rounding out an existing one, or trying to stay abreast of forthcoming titles, you know that managing a library collection is a challenging and time-consuming task. Brodart's Collection Development Services can help. Our collection development team has the knowledge, experience and customized tools to help you build and maintain a quality collection for your library.

We understand the importance of receiving popular material as quickly as possible to fill patron demands; therefore, Brodart offers a number of selection tools and services to assist the library to meet these needs. Since 1987, Brodart has provided many libraries with specialized Collection Development Services for both ongoing and opening day collection needs. Many of our Collection Development Services such as TIPS® (profiled selection lists), FASTips® (standing orders), Collection Builder® (customized selection lists) and vendor selection services are industry leaders.

Spanish Language Material

To meet the diverse needs of today's multicultural society we offer expertly selected collections of Spanish language materials. We currently offer approximately 80,000 Spanish language titles distributed by over 2,300 imprints. These include titles published originally in Spanish as well as translations of English titles. Spanish titles are available fully cataloged and processed.

McNaughton Lease Plans

McNaughton has been predicting and leasing bestsellers to libraries around the world for nearly 80 years. As the first vendor to lease books to libraries we set the standards for leasing programs. Living up to those standards is something we take seriously. Staying up-to-date with the hottest releases and popular authors can be a complicated and time-consuming task. That's where McNaughton can help. Drawing from a successful history, our diverse selection committee understands circulation demand and is well-known for their ability to predict bestsellers.

We recognize that each library's needs are different. Understanding how patrons use your library and how you serve your patrons will help us create a subscription solution tailored to meet these needs. This attention and dedication to personalized service is a large part of developing the many long-term customer relations that have formed between Brodart and the libraries we service.

Purchase Plus Subscription Program

Brodart's Purchase Plus Subscription Program is a convenient, easy way to build your collection. Plans include Adult, Young Adult and Children's for both hardcover and paperback. Purchase Plus provides a collection of popular and bestselling material with new titles offered monthly in our annotated lists. Purchase Plus can help you establish a

popular reading program, enhance an existing collection, or reduce your reserve list with multiple copies of high demand titles.

Comics Plus

Brodart and LibraryPass bring a library-friendly platform for unlimited, simultaneous access to digital comics, graphic novels, and manga. Comics Plus® titles are accessible and downloadable using a smartphone, tablet, or web browser. There is never a wait to read, and never any holds to manage.

Bibz

Bibz, our online collection development and ordering tool, was designed by librarians for librarians! It offers flexibility in searching, selection, list building and ordering. Rich title description for over five million English-language and Spanish-language titles is available for searching and title display. Specialty or custom collection development lists are readily available for quick selection. Access to this powerful list-building and ordering tool is provided at no charge for an unlimited number of users in your organization, inclusive of brief MARC on-order records with customization, access to full text reviews and full grid ordering capability.

Cataloging and Processing

Once titles are ordered, we catalog and process your materials with book-in-hand to reflect your detailed specifications. Brodart has developed our cataloging & processing services on a single platform which enables libraries to choose the solution that best meets its expectations in terms of functionality and price.

You may choose any combination of Brodart's high-quality cataloging and processing options from this *service continuum* to ensure you receive shelf-ready books designed to meet your library's needs.

- Brodart, the first cataloging service provider, introduced Starter cataloging and processing services for libraries in 1958. Starter provides simple customization options for tailoring MARC data to meet your library's requirements.
- Later launching the world's first ever fully customized, shelf-ready cataloging service in 1985, Compleat Book-Serv®, became the gold standard by which other cataloging & processing services were (and continue to be) measured.
- Proving Brodart's on-going commitment to being the best supplier of shelf-ready print material in the industry, in 2011 we launched Flex. Flex is yet another first for the industry as it offers a modern approach to cataloging that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. To this day this service remains unmatched in the industry.



 In 2015 Brodart re-imagined its Compleat cataloging service to provide a best-inclass service that maximizes the value of customer acquisitions, MARC and Collection Development data. Compleat utilizes this data to drive intelligent bookin-hand cataloging and customization which ensures customers will receive high quality and accurate shelf-ready material very quickly.

Customer Care

What sets Brodart apart from other vendors is our deep partnership with our customers. We deliver unrivaled customer care throughout the setup, delivery and every-day process changes that occur in the library over time. We offer a dedicated team of associates who provide top-quality customer support. They are experts in their fields and in serving large and small public, school, academic and special libraries across the country. Our cataloging and collection development teams are led by MLS-degreed librarians.

Brodart's long and successful history has built countless partnerships with libraries and enabled us to provide the most experienced workforce in the industry. We deliver personalized service and are committed to finding the most comprehensive and efficient solutions available.

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

Brodart currently employs approximately 420 individuals. Our warehouse and corporate offices are located at 500 Arch Street, Williamsport, PA 17701. All materials are cataloged, processed and shipped from this location and most staff members work in this location.

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

Public_3,300 Academic_400_ School_450_ Special_100_

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

Since 1939 libraries have been able to turn to Brodart Co. for everything from shelf-ready books to electronic ordering systems, high quality furniture, and supplies. From humble beginnings, we have grown to become an international company, serving thousands of libraries from the Northwest Territories to the Pacific Rim. Over the past 85 years, Brodart truly has evolved into a full-service library supply company as well as grown to be a strong, financially stable organization.

Brodart provides a comprehensive range of library books to meet MALIA member's needs. Our inventory includes new releases and retrospective titles for adult and children, research and technical materials, large print and small press titles. Because we have all our resources centralized in one location we can efficiently and effectively process, fill and ship orders.

in one location we can efficiently and effectively process, fill and ship orders.
5. What categories of materials will the vendor supply? (check all that apply):
X Books: Print
Books: Electronic
Books: Audio
Music
Video
6. If vendor will be supplying Print Books :
a. Approximate number of print book publishers/distributors the vendor can supply:
Brodart purchases English and Spanish-language print material from more than 50,000 publishers. We order from our publishing partners on a daily basis for any title not in stock – we do not require minimum purchases.
b. Approximate number of print book titles the vendor currently supplies:
Brodart's title database contains over five million English and Spanish-language titles.
c. Types of print books the vendor can supply (check all that apply):
X Fiction
X Nonfiction
X Current/Popular
XReference
_X_Large Print
X_Non-English Language
X_Graphic Novels
Other:

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

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

Brodart provides a comprehensive range of books necessary to meet library needs. We deliver current bestsellers, as well as retrospective titles to some of the largest library systems in the country. For the past 85 years, Brodart has been 100% focused on satisfying library requirements. It is because of this effort that all of our inventory and production processes are designed to meet the unique needs of our libraries.

Our distribution facility manages annual library demand for over five million items from more than 50,000 publishers. Our inventory includes library relevant English and Spanish new releases and retrospective titles for adult and children, research and technical materials, large print and small press titles.

Brodart strives to maintain high levels of print material across all collections and with a depth of titles and quantities to meet public, school and academic library needs including opening day collections. Our purchasing profiles are specially formulated to meet the needs of the library market. Brodart orders from our publishing partners on a daily basis for any title not in stock – we do not require minimum purchases. Our algorithm for success allows us to deliver fill rates of greater than 98% for available titles.

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

Following are full descriptions of our Collection Development and McNaughton Leasing services.

COLLECTION DEVELOPMENT & SELECTION SERVICES

Creating the "ultimate collection" isn't a small task. There are many factors to be considered. At Brodart, we began providing collection development products and services in 1982. Many of our Collection Development Services such as TIPS, FASTips, Collection Builder and vendor selection services are industry leaders. We currently provide many libraries with an array of specialized Collection Development Services for both ongoing and opening day collection needs.

1. TIPS (Title Information Preview Service) Notification Program

Delivers selection lists for new and forthcoming titles. Choose from two service levels –

- <u>Silver TIPS</u> every month receive free curated lists spanning an array of subjects and age ranges. Choose the lists that interest you and they will be automatically posted to your online account.
- <u>Diamond TIPS</u> define your own collection categories. Set specific parameters and the lists will be automatically posted to your online account. Customize as desired.

2. Standing Orders

Whether it's authors/series you can't live without or staying current with annual publications, our Collection Development team will monitor publication dates and automatically place orders on your behalf. Save time on research, meet patron demand, and never miss an important publication.

- <u>FASTips (Frequent Author and Series TIPS)</u> this is a free service to our customers. Set your preferences one time and receive your books automatically. You can edit your selections at any time.
- <u>Continuations</u> another free service to our customers, our standing order program for true serials, such as test prep and travel guides, takes the hassle out of keeping up with annual or irregular periodical publications.

3. Collection Builder

Build or refresh your collection with lists for relevant topics and events. Collection Builders provide one-time targeted lists for special projects, collection enhancement or replacement ordering.

4. Online Selection Lists

Brodart also has hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to make it easy to find exactly what you're looking for. Choose lists on Hot Topics, Awards, Summer Reading, Diversity, Forthcoming Titles, Graphic Novels, Public Library Collection Builder, Spanish Titles and more.

All of our collection development lists are posted to Bibz, Brodart's online ordering and collection development tool. Following is a detailed description of all of our Collection Development services.

5. TIPS® - Notification Program

TIPS (Title Information Preview Service) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author or illustrator.

Two levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

5a. Level 1 - Silver TIPS

Monthly lists of the most popular titles delivered to your online account free of charge for Brodart customers. Full-text reviews are provided when available. Silver TIPS Programs include-

Children's Silver TIPS

Board Books for Libraries

- Formats appropriate for public library use in terms of size, shape, and materials
- Selected by our children's buyer
- Most titles due for publication within next two months

Top Children's Hardcover Titles

- Popular and high-quality books for children through age twelve
- Emphasis on picture books, but nonfiction, fiction, and graphic novels also included
- Seasonal coverage for holidays plus one topical backlist each month
- Most titles are one month prepublication

Top Children's Paperback Titles

- Best new releases for children through age twelve
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on titles classed as Easy, but also includes fiction and nonfiction
- Most titles one month pre-publication or current month of publication

Children's KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for children through age twelve
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Fresh Reads for Kids

- Forthcoming titles from children's favorite authors
- Primarily picture books and fiction, with some easy readers and nonfiction included
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates from the current month up to three months pre-publication

Children's and Teen Nonfiction Picks

- Recreational non-fiction titles for youth that may or may not be reviewed
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates are up to 2 months prepublication

Teen Silver TIPS

Top Teen Hardcover Titles

- Popular and high-quality titles for middle school and high school readers (age ten and up)
- Emphasis on fiction, particularly science fiction, fantasy, and horror; also includes nonfiction for recreation and school support
- Selected high interest/low reading level titles and graphic novels
- Most titles are one month pre-publication

Top Teen Paperback Titles

- Best new releases for middle school and high school readers (age ten and up)
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on fiction, but some nonfiction and graphic novels included
- Most titles one month pre-publication or current month of publication

Teen KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for ages ten and up
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format

Includes a range of publication dates due to book-in-hand review requirement

Graphic Novel Reads for Teens

- Popular graphic novels for ages ten through nineteen
- Incorporates Teen KidSafe and other titles suitable for tweens and teens
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Titles may be up to four months pre-publication

Adult Silver TIPS

Blockbusters

- Hardcover titles that no public library can be without!
- Adult fiction and nonfiction from the most popular authors or on hot topics
- Titles with large print runs and heavy publisher promotion
- Three to four months prepublication

Top Adult Hardcover Titles

- High demand adult popular reading
- Fiction and nonfiction from top-selling authors plus titles from promising first novelists
- Selected movie tie-ins and graphic novels
- Includes Blockbusters (available separately above) plus other titles to round out genre interests
- Three to four months prepublication

Top Adult Paperback Titles

- The best upcoming paperback titles for a popular reading collection
- Emphasis on high demand authors and titles, including titles that were New York
 Times Bestsellers in hardcover
- Mostly fiction but some nonfiction included
- Includes both originals and reprints, trade and mass markets
- Most titles one month prepublication

UrbanFix

- Urban fiction (aka street lit) for the adult collection
- Emphasis on African-American characters in an urban setting
- Includes titles with sex, violence, drugs and strong language
- Primarily trade paperback but some hardcovers and mass markets included
- Most titles from current month up to two months pre-publication

Christian Fiction

- Christian Fiction for the adult collection
- Emphasis on Evangelical Christian fiction; also includes Urban Christian
- Hardcover and trade paperback bindings
- Publication dates from current month up to four months pre-publication

Large Print TIPS

- Extensive list of large print offerings from all the major publishers
- Most titles are adult fiction, but adult nonfiction and some titles for young readers also included
- Most titles are two months prepublication

Picks for Public Libraries

- Practical adult nonfiction that is not likely to be reviewed
- Hardcovers and paperbacks on topics such as computers, math, health, business, weddings, pet care, and more
- 125 to 150 titles per month chosen by our experienced staff
- Most titles one month prepublication

Graphic Novel Reads for Adults

- Popular graphic novels intended for an adult audience
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Most titles one to three months pre-publication

Spanish Silver TIPS

Top Spanish Titles

- The best fiction and nonfiction for native Spanish speakers
- Titles from offshore and U.S. publishers
- Focus on international authors, but also includes translations of popular U.S. titles
- Publication dates vary from two months prepublication to six months postpublication (but recently available for U.S. distribution)

Adult Spanish TIPS

- Recommended Spanish language fiction and nonfiction
- Titles from offshore and U.S. publishers; originals and translations
- Focus on fiction and practical nonfiction in hardcover and paperback
- Includes Top Spanish Titles (available separately above) plus others to expand the selections
- Publication dates vary

Children's & Teen Spanish TIPS

- Recommended bilingual and Spanish language titles for preschool through high school
- Titles from offshore and U.S. publishers; originals and translations
- Focus on picture books and nonfiction, but also includes fiction, board books, and graphic novels
- Publication dates vary

5b. Level 2 - Diamond TIPS Notification Program

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any TIPS list to Diamond by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you might want a Teen Fiction profile based on Booklist, School Library Journal and VOYA plus a list of authors. Or, you might want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

- Booklist (includes online reviews)
- BookPage (includes online reviews)
- Bulletin of the Center for Children's Books
- Horn Book
- Kirkus
- Library Journal (includes online reviews)
- Library Journal Prepub Alert
- Publishers Weekly (includes online reviews)
- School Library Journal (includes online reviews)
- VOYA (includes online reviews)

Diamond TIPS lists are available on a subscription basis to Brodart customers. Pricing for Diamond TIPS has been included in the Attachment C.

6. Standing Orders

Our Standing Order services are designed to help you track new releases. Our Collection Development team will help you set up your preferences, monitor publication dates and automatically place orders on your behalf. We offer Standing Order services for authors and series as well as true serials such as test prep and travel guides. These Standing Order services are offered free of charge to our customers.

6a. FASTips® - Automatic Shipment Plan

Brodart offers standing orders for popular adult and youth fiction and nonfiction through FASTips (Frequent Author & Series TIPS). The profiling is very flexible and can accommodate unique needs.

Most FASTips orders are based on author or series lists. Brodart offers the following lists to assist the library; however, these are not closed lists and the library can add authors or series as needed.

- Adult Authors—African-American and Urban Literature
- Adult Authors—Fiction
- Adult Authors—Inspirational Adult Authors—Nonfiction
- Adult Series—Fiction
- Adult Series—Graphic Novels
- Adult Series—Nonfiction and Biography
- Adult Series—Travel Guides
- Children's Authors
- Children's Series—Chapter Books
- Children's Series—Easy Readers
- Children's Series—Fiction
- Children's Series—Graphic Novels
- Children's Series—Nonfiction and Biography
- Children's Series—Picture Books and Board Books
- Teen Authors
- Teen Series—Fiction
- Teen Series—Graphic Novels
- Teen Series—Nonfiction and Biography

Other sources such as starred reviews, bestseller lists, and Brodart programs can also be used for FASTips automatic orders. Special collection areas that can be covered by FASTips include board books, large print, browsing paperbacks, travel books and Spanish.

When setting up a FASTips profile the library first selects the authors, series, or other criteria desired. Then other parameters are established for the automatic order including format (bind preference), classification, age range, material types, and maximum price. The library also sets the timeframe for ordering. Three months prepublication is the current standard.

Orders can be prepared by Brodart and delivered to the library via Bibz with grids applied for branch, quantity, and other grid values. Brodart can submit the order via Bibz or share the list to library staff for review and modification if needed. Orders can then be submitted by the library via Bibz or downloaded as MARC files for import into your ILS system for EDI ordering. After the orders are submitted, they are visible with status information through the Order History tab of Bibz.

6b. Continuations - Standing Orders for True Serials

Brodart's Continuations Service is designed to meet your complete reference and serial titles needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated. Brodart maintains constant communication with over 50,000 publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available. Our core list of Continuations contains over 6,000 titles.

Some of the key features of Continuations include:

- Receive your Continuations material fully cataloged and processed, with processing only or as items only.
- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. To simplify establishing a standing order account, we offer you a full range of transition services.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service.
- All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications which are delayed by the publisher show a status of "on order." Brodart's Continuations Department automatically contacts the publisher for updated status information of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive an electronic newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives your standing order titles we will set up your account and begin ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders.

The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.

TitleQueue

TitleQueue.com, Brodart's online Continuations tool, gives access to account details regarding subscriptions to serials and series. You can search for titles and update subscription information to add standing order titles or change current settings. You can also access order confirmations, report claims and request additional copies of invoices. There are many search options, including ISBN, title, series title and publisher.

7. Collection Builder® Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.
- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles and make your selections in Bibz.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We may provide a profile to walk you through the process.
- Prepared selection lists are typically delivered within one week. These custom selection
 lists are provided free of charge in Bibz to active Brodart customers with the
 understanding that any titles ordered from these lists are to be ordered from Brodart.

8. Specialty Collection Development Lists

The TIPS profiles described above provide regularly scheduled lists of current fiction and nonfiction. All of those profiles would be developed by the library selectors.

In addition to profiled TIPS lists, library selectors have access to hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to help you find exactly what you're looking for. These lists contain topics of interest to libraries and are updated on a regular basis. They are available free of charge to all Bibz users.

The topics include:

- Awards
- Diversity
- Featured Lists
- Graphic Novels
- Forthcoming Titles
- Public Library Collection Builders
- Spanish
- Summer Reading



MCNAUGHTON BOOK LEASING

The library community has relied on McNaughton, the originator of public library book leasing, since the 1950's, for the most sought-after titles. Staying up-to-date with the hottest new releases and popular authors can be a complicated and time-consuming task. We do the work for you by identifying upcoming high-demand titles to help you get them in the hands of your patrons quickly and increasing your circulation statistics in the process.

McNaughton popular subscription plans are tailored to meet the individual needs of your library.

Each plan is designed with a specific number of allowances, which the library expends by ordering titles throughout the subscription year. The number of allowances required per book is based on the publisher's list price.

BIBZ®, Brodart's on-line collection development and acquisition web-site, is the only website that was designed for libraries that place lease book orders. In addition to providing Brodart McNaughton accounts access to extensive title details including full text reviews, cover images, availability, print runs, popularity, and free library media reviews, BIBZ® provides 24/7 access to the status of previous orders and you can also verify your current allowance balance. McNaughton subscriptions include free access to BIBZ®.

McNaughton's monthly list will provide your library access to current and forthcoming hardback adult, young adult, and large print editions of bestselling titles and travel guides. Our selections include titles from the major publishers and, since 100% of the titles offered by McNaughton are hardbound editions, our list includes McNBound pre-bind editions of popular large print titles, first published in paperback and travel guides.

McNaughton also provides the library the ability to order trade titles that have not appeared previously on a McNaughton List within the past 18 months. The Library may use BIBZ * to identify hardbound trade discounted titles that are in stock or available to be back-ordered from the publisher. The library also can combine "special orders" with titles that have been listed by McNaughton. Libraries can also email our customer care group, if there is a title they'd like to order that isn't listed.

McNaughton maintains a separate inventory of titles that have been selected for the monthly annotated pre-pub selection lists. Back list titles are typically stocked or available for back order for 18 months. Titles that are not currently available in McNaughton's inventory maybe moved from Brodart's central inventory or backordered from the publisher.

McNaughton is the only book leasing vendor to offer a pre-bind service which converts first edition trade paperbacks into hardcovers since many popular titles including travel guides and large print titles are published first in paperback rather than hardcover. McNaughton Bound (McNBound) uses Brodart's in-house bindery, and subscribers can order these titles through the hardcover subscription plan. McNaughton places pre-pub orders for titles that will be offered as McNBound editions and these titles are available for shipment prior to street date.

McNaughton processing includes a Mylar jacket and our distinctive McNaughton logo on a Green, Orange or White insert. The insert can also include a preferred classification number including genre and cutter on the spine, library location info, barcode, and the ISBN. McNaughton is the only book leasing service that can offer specialized processing including "Hot Off the Press" or "My Lucky Day" inserts, helping libraries merchandise these titles quickly and easily.

McNaughton's dedicated processing department, located adjacent to the McNaughton inventory, ensures that titles are picked, processed, and shipped within 48 hrs. after receipt from publishers.

How It Works

With McNaughton, libraries can establish rotating collections of popular and bestselling material. New items are selected monthly from our annotated lists. We can help you establish a popular reading program, enhance an existing collection, or reduce your reserve list with multiple copies of high demand titles. The McNaughton Lease program helps you fill holds, meet patron demand, and increase circulation.

The McNaughton Lease program allows the library to encumber funds annually. All costs associated with ordering, cataloging and processing, and shipping are included — along with return freight costs when the library no longer needs the additional leased copies.

The library's unused allowances are automatically rolled over to the library's next McNaughton Contract.

Selections

MONTHLY SELECTION LISTS

Brodart's McNaughton selection committee has earned the reputation of providing the very best pre-publication selections and title/author information. Lists are posted 90 days pre-pub, on average a month before the competition, but the McNaughton review process begins five to six months before the scheduled publication date. After titles are selected annotations are verified each month with the publisher to provide you with the most accurate and complete information available. Our monthly list includes bestselling adult authors and high-demand selections in a variety of popular genres including urban fiction. The committee works to provide a balanced list that includes a mix of fiction genres and to identify debut authors who will become the standards of the future.

Factors considered in the McNaughton Adult Title Selection:

- Publisher-provided info.
- Print run
- Planned media campaigns
- Comparable titles
- History of how authors and subjects have performed in McNaughton
- "Automatic inclusions" (e.g., Patterson, Evanovich, Baldacci)
- Anticipated blockbusters

Debut Authors

- New authors become the standards of the future.
- McNaughton subscribers try new authors with a lease plan, so that the titles can be returned if they don't catch on
- Solid titles are never excluded in favor of debut authors
- We throw in a mix of new voices every month, relying primarily on publisher information and/or committee members reading advance copies

Balance

There is always a mix of fiction genres:

- General fiction
- Science Fiction
- Mystery
- Westerns (for diehard fans)
- Suspense
- Romance
- Christian/Inspirational and titles for diverse audiences

Nonfiction

- Titles on political candidates (esp. every presidential election year)
- The latest diet and fitness books
- Celebrity bios and celebrity diet books
- Cookbooks

Large Print – McNaughton's Large print selections ensure that your library has access each month to current and forthcoming large print Hardback editions of bestselling titles. Most recently McNaughton expanded large print selections to include more Thorndike and Center Point titles. Monthly selection lists typically include 50 to 70 pre-pub Large Print Adult titles.

McNaughton selection lists can be reviewed and downloaded (in pdf or Excel format) through BIBZ®, and can be uploaded as MARC files into any library's ILS for on-order records or EDI acquisitions ordering.

Young Adult - Titles are rigorously vetted for the Young Adult Monthly McNaughton list. The list consists mainly of fiction titles but may also include a smattering of nonfiction and graphic novel titles. The young adult selector and associated committee create the list approximately three months before title publication. At that point, all YA titles being published within that target month are considered and reconsidered in a multi-pass process. The passes include but are not limited to: an analysis of the past demand trends for authors and/or series as well as consideration of age ranges, formats, price points, subject headings and other data elements. Publisher input, annotations, professional reviews, and community reviews and ratings are also considered when available.

The final list is dynamic in nature and can vary in size. It consists only of those thoroughly vetted titles that we have determined to be the very best available for the target publication month based on the preceding criteria.

Subscription Features

CATALOGING AND PROCESSING

You may choose to receive a full-level MARC record with item records and barcodes according to your needs. Brodart's commitment to book-in-hand cataloging results in full-level, accurate records. This means enhanced discoverability and better access for your patrons.

Optional processing services include special "Hot Off the Press" or "My Lucky Day" inserts and the application of a library or Brodart supplied RFID tag. Compleat Book Serv cataloging and shelf ready processing is also available for McNaughton Books.

ALLOWANCES

The library's McNaughton Proposal outlines pricing for a \$29.00 Allowance for the adult plan, and \$19.95 for the young adult plan.

Regarding the adult plan, one allowance is required for each title retailing up to \$29.00. Additional allowances will be deducted for higher priced books. For example, two allowances will be deducted for books with a publisher list price of \$29.01-\$39.00. Each additional \$10 increment is equivalent to one additional allowance.

DAMAGED OR DEFECTIVE ITEMS

No-charge replacements will be provided for damaged items up to six months after receipt, and publisher defects will be replaced with no time limitations.

INVENTORY

The library is permitted to retain leased items for as long as desired. However, as a guide for optimum inventory levels, we recommend retaining no more than twice the number of materials covered in your annual lease plan at any given time.

You may wish to purchase items that continue to circulate. Items can be purchased for as little as \$1.50 each, based on the quantity purchased.

RETENTION

Keep 20% of the titles that get shipped to you within a subscription year at no extra charge. This arrangement is made on an on-going basis and is reflected on your monthly management reports. Our retention policy is based on titles shipped rather than titles returned, so your library is guaranteed 20% retention each year.

Libraries are not penalized for lost or stolen items - simply advise your customer care associate when applicable - the titles can count toward your 20% retention.

SHIPPING

All in-stock titles are shipped within 48 hours. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment. Shipments may be delivered via USPS using bound/printed matter rate or UPS.

All shipping costs to and from your library are included in the subscription price. We provide prepaid labels for the return of leased materials.

Management Reports

MONTHLY ALLOWANCE AND INVENTORY REPORT

Our monthly McNaughton report outlines current activity on your subscription within the previous reporting period.

Pricing for the McNaughton Lease Plan has been included in Attachment C.

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

CATALOGING AND PROCESSING SERVICES

Brodart's librarians are completely committed to book-in-hand cataloging. Our comprehensive, accurate MARC records are created to meet your library's unique cataloging and classification requirements. We offer three levels of cataloging services, all designed to get books on the shelves quickly and easily. All three of our cataloging services provide the same quality cataloging records described below, but the Flex and Compleat cataloging services provide incremental options for customization. Choose your preferred level of customization:

Brodart Cataloging Standards

The Library of Congress is our primary resource for MARC records. When a Library of Congress record is not available, we create an original cataloging record. You can be assured that you will receive full-level, high quality cataloging records for your material. All of our original cataloging records are created according to National rules and standards.

We base our descriptive cataloging on RDA (Resource Description and Access) and the accompanying Library of Congress-Program for Cooperative Cataloging Policy Statements (LC-PCC PSs) or AACR2r (Anglo-American Cataloging Rules, 2nd edition revised) and accompanying Library of Congress Rule Interpretations. When an RDA record is available, we accept and modify the record according to RDA; when an AACR2r record is available, we accept and modify the record according to AACR2r. When both an RDA record and an AACR2r record are available, we will choose the RDA record and modify the record according to RDA. If no record is available, we catalog according to RDA.

In addition, we use Library of Congress Subject Headings, latest edition, Dewey Decimal Classification, 23rd edition, MARC 21 specifications and Guidelines on Subject Access to Individual Works of Fiction, Drama, Etc, (GSAFD, 2nd Edition). We adhere to the Library of Congress rules for both MARC format and authority control.

Our original cataloging records also incorporate the following Brodart standards:

- All names and subjects are authorized.
- A brief annotation in a 520 tag is provided for titles Brodart classifies as Juvenile or Young Adult Fiction or Nonfiction.
- A contents note in the 505 tag is provided for all short stories, play collections and volume sets.
- An age and/or grade level in the 521 tag is provided when it appears on the book.
- Subject Headings in the 6XX tags can include your choice of:
 - Library of Congress Adult subject headings for Adult titles
 - Library of Congress Children's subject headings for Juvenile and Young Adult titles
 - One or more Bilindex subject headings for Spanish and Spanish bilingual material

Starter Cataloging and Processing Service

Brodart's Starter service will provide your library with full-level bibliographic and item records. Starter is an automated cataloging service which provides customization options for tailoring the MARC record, item record and local call number to your specifications. Your material will arrive fully cataloged and processed in shelf-ready condition.

Starter service offers the following benefits to help streamline your acquisitions, cataloging and receiving processes:

- MARC record modification to accommodate some local cataloging practices
- Call number formatted to match library practices
- Local call number formatted as required
- Options for formatting spine label data
- Item records mapped to the tags and subfields required by your ILS
- MARC and linked item records delivered electronically via FTP or e-mail
- Physical processing customized to your specifications

Bibliographic records in MARC 21 format along with linked item records are delivered to the library via FTP or e-mail to be downloaded into your integrated library system. If desired, Brodart can update your holdings with OCLC.

Cataloging and processing through Starter services is a cost-effective and efficient way to expedite item level processing. Pricing for Starter Cataloging & Processing services has been provided in Attachment C.

Flex Cataloging and Processing Service

For even more customization for your MARC and item records we recommend our Flex cataloging and processing service. Flex is a revolutionary line of services that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. Brodart's Flex service employs advanced mapping and formatting capabilities to create MARC records, item holdings records, local call numbers and spine labels formatted to meet local customized requirements.

Our proprietary processes allow us to address your local practices and customize bibliographic descriptions of your English and Spanish—language material. The array of choices available through Flex results in less work for your library and accelerates your receipt-to-circulation process. Your material will arrive fully cataloged and processed in shelf-ready condition.

Brodart's Flex cataloging service is utilized by many major library systems across the country as a cost-effective way to purchase shelf-ready material with fast delivery times to the library. Shelf-ready materials processed through our Flex service are shipped in 2-3 business days.

Flex service offers the following benefits to help streamline your acquisitions, cataloging and receiving processes:

- Guaranteed full-level MARC records for every item your library receives
- Maximize the value of your local collection codes and other acquisitions data
- MARC record modification to accommodate most local cataloging practices
- Call number customized to match library practices
- Local call number formatted as required
- Custom options for formatting spine label data
- Item records mapped to the tags and subfields required by your ILS
- MARC and linked item records delivered electronically via FTP or e-mail
- Physical processing customized to your specifications

Bibliographic records in MARC 21 format along with linked item records are available the day the material is shipped. The records are delivered to the library via FTP or email to be downloaded into your ILS.

Cataloging and processing through Flex services is a cost-effective and efficient way to expedite item level processing. Pricing for Flex Cataloging & Processing services has been provided in Attachment C.

Compleat Cataloging and Processing Service

For customization beyond our automated Flex services, Brodart's premier Compleat service provides material-in-hand cataloging and processing. Our professional team provides expert service to ensure your library's specifications are followed down to the smallest detail.

This personalized service offers the assistance of an experienced installation team to work with your Technical Services Department to profile your local cataloging, classification, processing and account requirements. Your installation team will include a project manager, a cataloging services librarian and a collection development librarian.

Compleat service offers:

- Guaranteed full-level MARC and item records for every item received
- Catalogers searching the library's database via Z39.50 to locate existing records
- Options for OCLC or Brodart Resource Records for new cataloging
- Book-in-hand analysis to verify and customize cataloging and classification
- Maximize the value of grid templates to incorporate your local collection codes and other acquisitions data
- MARC record and call number modification to meet your local practices
- Item records and local call number mapped to the tags and subfields required by your ILS
- Spine label formatted to your specifications
- MARC and linked item records delivered electronically via FTP or e-mail
- Update library holdings to OCLC
- Physical processing customized to your specifications

Brodart's Compleat cataloging and processing service provides book-in-hand cataloging and item level processing for English and Spanish-language material. Brodart will access your cataloging database via Z39.50. Our cataloging workflow begins with Brodart searching your database to determine if a matching bibliographic record is present. If a matching bibliographic record is found in the database, Brodart will use Z39.50 functionality to save the record to a local file. Your local O9X tag will be used to create a call number for added copies. A holdings tag will be created for each item being added to the collection following your integrated library system's MARC holdings tag mapping requirements.

When new cataloging is required, catalogers will review, modify, and upgrade existing bibliographic records or provide original cataloging to meet your local cataloging practices. A local call number in the 09X tag and a holdings tag will be created for each item being added to the collection following your integrated library system's MARC holdings tag mapping requirements.

After cataloging has been completed, all bibliographic records with holdings data will be saved to files which will be available to the library via FTP or email. An email notification will be sent to library personnel so the records can be retrieved and loaded into your database. These files will be posted once a day. In addition, Brodart can update your holdings to OCLC if desired.

Utilization of Compleat service is based on an annual commitment of \$200,000. Pricing for Compleat Cataloging & Processing services has been provided in Attachment C.

Physical Processing Services

Brodart's processing options provide libraries with the industry's most comprehensive and versatile range of physical processing services to follow each account's exact specifications. Physical processing options can include:

- Spine Labels
- Genre and Classification Labels
- Barcode Labels
- Branch/Property Labels and Stamping
- Title/Pocket Labels
- RFID and Theft Detection
- Jacketing/Label Protectors
- Paperback Reinforcement Services
- And Other Custom Requests

Reinforcement Services

Brodart's BrodartGuard and BrodartConvert reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques.

Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

BrodartConvert

Brodart's BrodartConvert service will stretch your book budget dollars by prolonging the life of your paperback books. The process uses the original paper cover of books at least ¼" thick, laminated onto heavy binder board and rebound with strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback. BrodartConvert is guaranteed to your satisfaction.

BrodartGuard

BrodartGuard reinforces a paperback book using a 10-mil laminate to increase circulation durability. The one-piece process includes a 2-mil spine section to allow flexibility in movement and prevention of bubbling as seen in similar processes. The crystal clear, 100% optical clarity material and non-yellowing adhesive keeps the cover art attractive and bright. BrodartGuard is guaranteed to your satisfaction.

Both BrodartGuard and BrodartConvert processes are available for paperbacks ordered with or without additional cataloging and processing options.

Both of these reinforcement processes:

- Have been perfected over 30 years of successful use.
- Are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- Have no minimum order requirements.
- Feature bindings that are individually handcrafted to ensure quality workmanship.
- Are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

Brodartbound Books

Turtleback's high-quality bindings significantly extend the life of a book by using the finest materials and processes in the industry. More durable double-fan adhesive or sewn binding replaces the publisher's original binding. The publisher's colorful, illustrated paperback cover is scanned, digitized, and reprinted to produce new cover sheets that are wrapped around heavy hardback board.

A lifetime guarantee on workmanship and materials accompanies the binding of every Turtleback book.

Turtleback's growing collection of titles contains over 8,000 of the most popular titles for children and adults including Picture Books, Beginning Readers, Chapter Books, Middle Grade, Young Adult, Graphic Novels, Juvenile Nonfiction, Literature, Adult Fiction, Adult Nonfiction, Reference and Spanish. Easily access Turtleback's title collection through Bibz.

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

b.	Approximate number of e-book titles the vendor currently supplies:
c.	Types of e-books you can supply (check all that apply):
	Fiction
	Nonfiction
	Current/Popular
	Reference
	Non-English Language
	Graphic Novels
	University Press
	Other:

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

	Children
	Young Adult
	Adult
e.	What e-book file formats can the vendor supply? (check all that apply):
	EPUB
	PDF
	Other:
f.	Do vendor e-books require specific software or e-readers?
	Yes
	No
	If Yes, describe:
g.	Do vendor e-books have accessibility features that enable them to be read as audio, Braille, or large print by library patrons with sight disabilities?
	Yes No
	If Yes, describe:
h.	Describe any license, download, print, or other e-book usage/access restrictions that apply. Specify the limit on the number of users that can access an e-book at the same time, if applicable, and the authentication methods available to restrict access to library patrons.
i.	Are copies of vendor e-books maintained on a dark archive that can be accessed if the hosting platform ceases to exist?
	Yes No
	If No, describe how a library will access its purchased e-books if the platform ceases.

	j.	Describe e-book acquisition options the vendor offers (e.g. firm order, standing order/continuations, demanddriven, approval plans, leasing, etc.):
	k.	Describe any other e-book value-added/enhanced services the vendor will offer:
8.	If vendo	or will be supplying Audiobooks: Brodart is not bidding on Audiobooks
	a.	Approximate number of audiobook publishers/distributors the vendor can supply:
	b.	Approximate number of audiobook titles the vendor currently supplies:
	c.	Types of audiobooks the vendor can supply (check all that apply):
		CDDownloadable audioStreaming audioFictionNonfictionCurrent/PopularNon-English LanguageOther:
	d.	Types of audience the vendor can supply (check all that apply): Children Young Adult Adult
	e.	What audiobook file formats can the vendor supply? (check all that apply): MP3Other:
	f.	Do vendor audiobooks require specific software or listening devices? YesNo If Yes, describe:
		II 1 co, describe.

	g.	Describe any license, download, or other digital audiobook usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming audiobook at the same time, if applicable, and the authentication methods available to restrict access to library patrons.
	h.	Are copies of vendor digital audiobooks maintained on a dark archive that can be accessed if the hosting platform ceases to exist? Yes
		No
		If No, describe how a library will access its purchased digital audiobooks if the platform ceases.
	i.	Describe audiobook acquisition options the vendor offers (e.g. firm order, standing order/continuations, demand-driven, approval plans, leasing, etc.):
	j₊	Describe any other audiobook value-added/enhanced services the vendor will offer:
9.	If vendo	or will be supplying Music : Brodart is not bidding on Music
	a.	Approximate number of music publishers/distributors the vendor can supply:
	b.	Approximate number of music titles the vendor currently supplies:
	c.	Types of music materials the vendor can supply (check all that apply):
		CDDownloadable musicStreaming musicPrint music (e.g. scores, sheet music)Current/PopularClassicalInternationalOther:
	d.	Types of audience the vendor can supply (check all that apply):

	ChildrenYoung Adult
	Adult
e.	What digital music file formats can the vendor supply (check all that apply)?
	MP3 Other:
f.	Does the vendor's digital music require specific software or listening devices?
	Yes No
	If Yes, describe:
g.	Describe any license, download, or other digital music usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming music title at the same time, if applicable, and the authentication methods available to restrict access to library patrons.
h.	Are copies of vendor digital music files maintained on a dark archive that can be accessed if the hosting platform ceases to exist? YesNo If No, describe how a library will access its purchased digital music if the platform ceases.
i.	Describe music acquisition options the vendor offers (e.g. firm order, standing order/continuations, demanddriven, approval plans, leasing, etc.):
j.	Describe any other music value-added/enhanced services the vendor will offer:

Approximate number of video publishers/distributors the vendor can supply: b. Approximate number of video titles the vendor currently supplies: c. Types of video materials the vendor can supply (check all that apply): DVD Blu-ray ____Streaming video Feature/Entertainment Educational/Instruction ___TV Shows Animated ____Foreign Video Games: Platforms supported: d. Types of audience the vendor can supply (check all that apply): Children ___Young Adult Adult e. Do your video materials have accessibility features such as captioning for library patrons with disabilities? Yes ____No If Yes, describe: f. Describe any license, download, or other digital video usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming video title at the same time, if applicable, and the authentication methods available to restrict access to library patrons. g. Are copies vendor digital video files maintained on a dark archive that can be accessed if the hosting platform ceases to exist? Yes No

10. If vendor will be supplying Video: Brodart is not bidding on Video

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

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

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

11. What distinguishes the vendor from other vendors of its kind? Specify whether you are a sole-source provider of any material offered.

II. ORDERS AND FULFILLMENT

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

have not been covered in this section?

Order Management Services

Our order management process provides a complete package of services that can be customized to meet the requirements of any library. Hundreds of configurations are available to design the account setup, ordering options, invoicing, packaging, shipping and delivery requirements needed to integrate with your unique workflow. Your choice of management reports is also available to keep you informed of the status of your orders.

12. Are there other aspects of company data the vendor would like to comment on that

Placing Orders

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change existing accounts. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number and will be linked to unique/distinct cataloging and processing requirements.

Rush accounts can be established for ordering materials that are time-sensitive. Advanced orders can be placed 6 months or more before publication date. Orders for special events can be monitored by your Customer Care Associate to ensure on-time delivery for your event.

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through Bibz, Brodart's online collection development and ordering tool.
- Import on-order records from Bibz in a format developed especially for your ILS system. You can download on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from an ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to Brodart Co. Books & Library Services, 500 Arch Street, Williamsport, PA 17701.

BIBZ ® - ONLINE COLLECTION DEVELOPMENT & ORDERING TOOL

Bibz is Brodart's online collection development and ordering tool. Access to Bibz with unlimited users is offered free of charge to the users for the term of this contract. Web-based or on-site training for Bibz is provided at no charge.

All of the selection lists created by Brodart will be posted to Bibz for selection and ordering. Bibz displays item status such as "in stock quantity", "on order quantity", "publisher in stock quantity", "available from publisher" or "must order direct". Bibz can also display discounted price and keep a running total for each list. Full-text reviews are available for all of the major library review journals free of charge.

The Bibz database is updated with new titles, title status, price information, and new data (such as cover images and full text reviews) on a daily basis. Inventory status shows unallocated inventory. Publisher inventory is also displayed for participating publishers.

Selectors can request that new titles be added to Bibz by emailing us at titlerequest@brodart.com . We'll let you know when the title has been added to the database and you can place your order.

Please note orders placed for items not in Brodart's inventory are ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis via FTP or email. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill orders quickly and efficiently. Prepublication orders are encouraged since this allows the materials to be sent to the library as soon as they are available from the publishers.

In addition to the selection lists posted by Brodart, you can also create your own selection lists on Bibz. You can search and access other relevant titles, build your own lists, select additional items for your collections, and place orders online or through most ILS acquisitions modules. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of over five million records.

A temporary Bibz login can be set up upon request so that you can try Bibz for yourself.

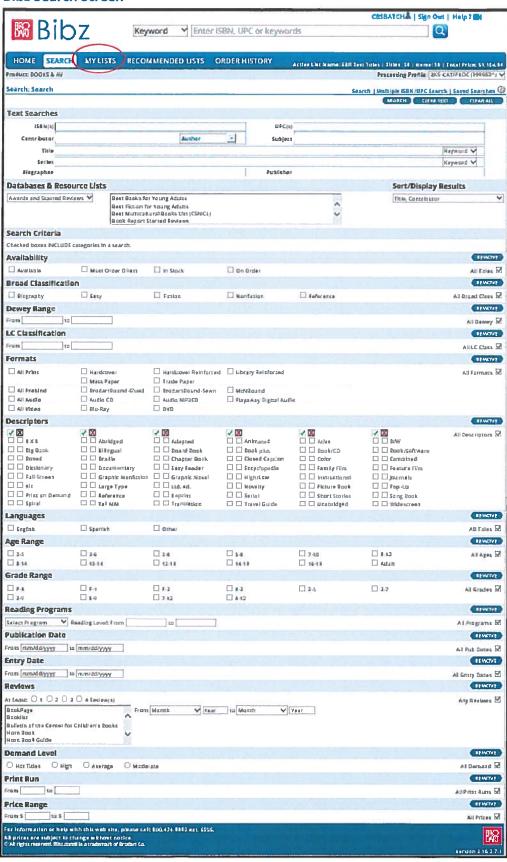
Bibz – Primary Features

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1. <u>Item Search/Display:</u>

- By keyword or exact search for title or series
- Within a large number of databases and resource lists
- Access one or many of the following fields as needed
 - Age or grade range
 - o Reading program and level
 - Publication date
 - Review journals, including number of reviews and issue date
 - o Title
 - Contributor
 - ISBN/EAN
 - o Series
 - Subject
 - o Publisher
 - Availability (print and stock status)
 - View Brodart and Publisher Inventory
 - Broad classification
 - Dewey or Library of Congress classification
 - Format (Bind)
 - Descriptors (board book, large type, picture book)
 - o Language
 - Print Run
 - o Demand level
 - o Price

Bibz Search Screen



Bibz Search Results Screen - Brief Display Collapse Header CBSBATCH▲ | Sign Out | Help? ▼ Enter ISBN, UPC or keywords Keyword Q RECOMMENDED LISTS HOME SEARCH MY LISTS ORDER HISTORY Active List Name: EBR Test Titles | Titles: 58 | Items: 58 | Total Price: \$1,104.84 Processing Profile: BKS-CAT/PROC (999953+) ♥ Product: BOOKS & AV 0 Search: Search Results Actions: Add To List Grid Templates: Select. APPLY List: EBR Test Titles** Displaying results 1 to 100 of 124 Display: Sort Order: V Page: 1 Drief Expanded O Title Detail Title, Contributor REFINE SEARCH Search Filters | | - Qty Title Contributor Publisher Pub Date Availability The President and the Freedom Fighter, Abraham Lincoln, Frederick Douglass, and Their 9780525540571 Kilmeade, Brian Hardcover Sentinel 11/02/2021 In Stock:123 528.00 Battle to Save America's Soul a A L 9781250806987 Feiwel and Friends 11/02/2021 in A ★ R L The Prince of the Skies \$28.99 Iturbe, Antonio Hardcover On Order:12 89 Pub Inv:25 Principles for Dealing with the Changing World Order: Why Nations Succeed and Fall 9781982160272 Avid Reader Press Dalio, Ray 11/30/2021 On Order:138 Hardcover 90 DAL Raise a Fist, Take a Knee: Race and the Illusion 9780316540933 Little, Brown and 11/16/2021 On Order:260 of Progress in Modern Sports Feinstein, John Hardcover 91 m A R L 796.089 Company A R L Barnsay Gordon 9781538707814 **Grand Central** Remsay in 10 11/02/2021 In Stock,15 \$32.00 Publishing 92 Rebel Homemaker Food, Family, Life 9780593184103 Hardcover Dutton 11/02/2021 In Stock 123 \$30.00 93 Republican Rescue: Saving the Party from Truth 9781982187514 Threshold Editions 11/16/2021 On Order:338 Deniers, Conspiracy Theorists, and the Christie, Chris Hardcover \$28,00 94 Dangerous Policies of Ioe Bid Rock Concert: An Oral History as Told by the 9780802157911 781.6607 In Stock 64 11/09/2021 \$30.00 On Order.24 95 m ARL In Stock:188 On Order:48 9780062671127 The Sentence AR L Erdrich, Louise 11/09/2021 \$28,99 96 97 9780062956996 The Seventh Queen: A Novel

A R L Kelly, Greta 11/02/2021 In Stock 82 \$27.99 is, Don't Settle: How to Stay Smart in Matters 98

Jenkins, Faith

ın A l

A R 1 Weiss, Elizabeth

AR Keegan Claire

9780306925337

9781984801548

9780802158741

Fiction

Legacy Lit

Dial Press

Grove Press

Hardcover

Hardcover

In Stock 44

On Order 40

In Stock.12

On Order:87

11/30/2021 On Order:110

\$28.00

\$27.00

\$20.00

11/09/2021

11/01/2021

of the Heart

The Sisters Sweet: A Novel

99

Bibz Expanded Title Display - Bibz provides a wealth of bibliographic information and review citations from all of the major library review journals.

	A STATE OF THE STA	× 11		
73 The Midnight Lock	X []			
Author: Deaver, Jeffery				
2 Fracesting P	Profile: BK5-CA1/I	NOC [989953*]		
The second secon	neeln Athyme new	l, ₹15		
Mid ni Gir		LC: \$53554.E	13894-13: 9780535536005 LCCN: 2023036488 Imprise: G.P. Petnamin's Series Publisher: Petnami juntalile Entry Gabe: 03/01/2021	Pub Guter 11/36/2021 Availability-Net Vet Published: On-Order: 164-4 Liat: 528.00 Mare \$28.00 Eat. Price: 528.00
Hardcover				
Notes:				bib Na:
Bredart Sources, Si	Lincoln Mydia no	ivid ; vir List (BLS) italog Adult (BNA)	, 1.475 lbs.	
Amandi:				
Starred Reviews:				
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	lyszeryriDetecthra f sychologicza fictio			
BISAC Subjects: #H	CTION / Thrillers / CTION / Crime			
	stoctive and myst			
	better (Flories)			
SEARS Subjects:	hallers (Fictions)			
Reading Programs:				
Annotations				
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2. Access:

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for libraries
- Recommended lists of topically organized titles
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

3. <u>Build:</u>

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

4. Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

5. Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering
- Access the order history for all of your accounts

Additional Bibz Features & Functionality

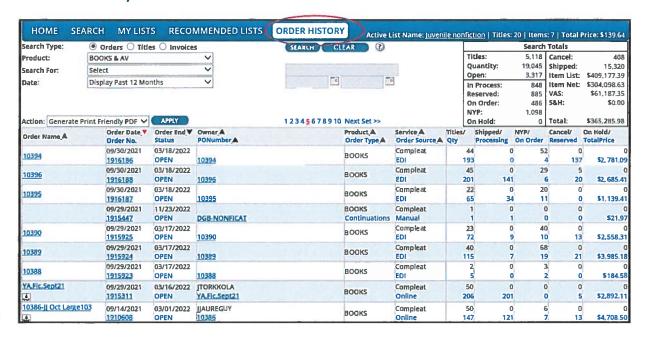
- 1. <u>Sort sequence:</u> Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.
- 2. <u>Duplicate checking:</u> Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.
- 3. <u>Library Holdings Interface:</u> When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. There are two types of holdings interfaces available in Bibz:

- Smart Holdings Interface: If your ILS is Z39.50 enabled, "Smart Holdings" will automatically search every title on your selection list and only display the icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.
- Classic Holdings Interface: If your ILS is not Z39.50 enabled, clicking on the appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.
- **4. Grid Templates:** Bibz allows predefined grid templates to be applied to a single title or to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at no charge.
- 5. Expenditure Reports: Generate expenditure reports by fund and location.
- **6.** <u>Administrative functions:</u> Users can be designated as administrative or non-administrative. Administrative users are empowered to:
 - Create and remove users and assign new passwords
 - Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
 - Create families and assign membership in those families
 - Set grid values and create grid templates, assigning them to specific users
 - System settings allow the interfacing to your Integrated Library System for holdings lookup
- **7.** <u>Brief on-order record options:</u> Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

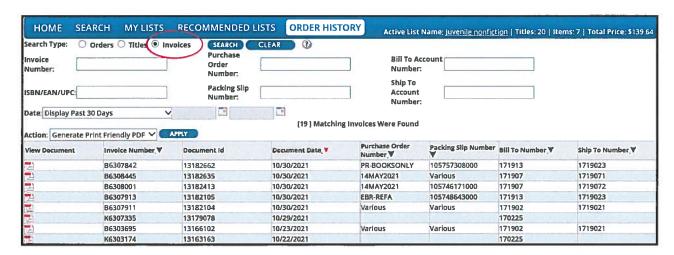
8. Order History: Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, backordered, cancelled, etc. allows you to download brief MARC records for orders submitted online.

Bibz Order History Screen



In addition, you are able to view and print invoices by clicking on the radio button for "Invoices" in the Order History screen. You can search for a specific invoice number, ISBN/EAN, purchase order number, packing slip number or account number.

Invoices: Access your PDF invoices from Order History



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

To take advantage of the discounts offered in this RFP, simply contact the Library Services Consultant or Customer Care Associate assigned to your State. Contact information by State can be found in the chart in Section V Customer Service, Item #2. The discount will be applied at the time your material is invoiced.

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

Remarks:

4. What is your average order fulfillment time?

The amount of time required for cataloging and/or processing services will vary depending on the level of service that you choose. Delivery time will also vary depending on the method of shipment and the final destination. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipments. Shipments may be delivered via Common Carrier, UPS or USPS. The charts below define our services levels for each type of cataloging and/or processing service as well as estimated shipping time to the mid-Atlantic region.

Cataloging & Processing Service	Service Time - Business Days
Starter	1 – 2 Days
Flex	1 – 2 Days
Processing Only	1 Day
Unprocessed Material	1 Day

Delivery Method	Delivery Time - Business Days
Common Carrier	1 – 3 days
UPS	2 - 4 days – UPS Ground
USPS	5 – 8 days

5.	If unable to supply a title, vendor shall notify MALiA libraries within thirty (30) days and provide the reason for nonfulfillment.
	Remarks
	Brodart will send the library a Cancellation Notice for any item we cannot supply.
6.	Describe the vendor's order cancellation policy, including any restrictions that apply.
	If the library wants to cancel titles before the pre-defined cancel date you can do so by contacting your Customer Care Associate. During account setup the library will assign a cancellation period for each account being established (e.g. 60 days, 90 days, 120 days, etc.). Outstanding orders will automatically cancel when they reach their cancellation date and a Cancellation Notice will be sent to the library.
7.	99% of materials supplied shall be the correct title, edition, and number of copies.
	Yes No
	Remarks:
8.	Multiple copies of a physical item shall be shipped together.
	No
	Remarks:
	Brodart's Order Management system offers the option to either allow or prevent partial shipments of a title. When partial shipments are not allowed our system will automatically hold all copies of a title until the full quantity has been received.
9.	A packing slip shall accompany each physical shipment.
	X_Yes No Remarks:
	Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number,

which can be matched with a corresponding invoice.

10.	The vendor shall supply multiple accounts for a MALiA library as needed, and ship materials for these accounts separately.
	Remarks:
	Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change existing accounts. Multiple shipto accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number and will be linked to unique/distinct cataloging and processing requirements. Materials for each account will be shipped separately.
11.	Will the vendor accept rush orders? If Yes, specify how the vendor defines "rush."
	No
	Remarks:
	Rush accounts can be established for ordering materials that are time-sensitive. Advanced orders can be placed 6 months or more before publication date. Orders for special events can be coordinated with your Customer Care Associate to ensure on-time delivery for your event.
12.	Which of the following will the vendor accept? Select all that apply, and attach copies of existing policies that include any restrictions or conditions. If there are associated costs or limits on the amount refunded/credited, complete question 7 in section IV Overall Cost Considerations.
	_X_Order returns
	X_Order exchanges X_Order credits
	Remarks:
	Please see the Brodart Return and Credit Policies in Exhibit I.
13.	Describe how MALiA libraries will submit claims and find out status.
	Claims can be initiated by contacting your Customer Care Associate. Once the claim is processed you will receive a copy via email.
14.	Within how many days of receipt will claims be processed by the vendor, and what is the vendor's average turn-around time for resolution?
	Please allow up to 3 days for your claim to be processed.
	50

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

_X	_Yes
	_No
Rema	rks:

Placing Orders

Brodart offers a number of methods for submitting orders. Online methods for ordering include:

- Submit your order directly to Brodart through Bibz, Brodart's online collection development and ordering tool.
- Import on-order records from Bibz in a format developed especially for your ILS system. You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from an ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.

Other methods for ordering include:

- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to Brodart Co. Books & Library Services, 500 Arch Street, Williamsport, PA 17701.

Brodart System Interfaces

Brodart has long-standing relationships with every major integrated library system vendor. We continuously work with all of these ILS vendors to manage existing interfaces and develop new functionality when the opportunity arises. We currently have established interfaces with each integrated library system for acquisitions, invoicing, collection development and cataloging. We fully support EDI ordering as well as EDI invoicing. Our interfaces include:

- EDI Ordering Brodart has the ability to receive orders created in an ILS and return EDI order acknowledgements to update the ILS.
- 9XX Ordering Brodart also has the ability to upload on-order records with or
 without 9XX order information from Bibz to any ILS. In addition, item level
 information received in enriched EDI orders is utilized for both cataloging and
 processing to meet library's customized requirements.

- Invoicing Services For orders placed via EDI, electronic invoices can be generated
 and posted to our FTP site for immediate download. Print invoices can also be
 mailed to the address designated by the library.
- Collection Development Services Brodart's selection lists can be loaded into your ILS system.
- Cataloging Services Brodart has developed interfaces with all of the major ILS systems for all levels of our automated and customized cataloging services.
 Cataloging records as well as holdings records can also be customized to meet your ILS requirements.
- 16. Are there other aspects of orders and fulfillment the vendor would like to comment on that have not been covered in this section?

	X	_Yes
_		_No

Remarks:

ADDITIONAL ORDER MANAGEMENT SERVICES

Order Fulfillment

Brodart stocks materials according to library demand. Material can be ordered 6 months or more prior to publication date. Items ordered pre-publication or not in Brodart's inventory will be ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis.

In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer back orders in 3 weeks, with overall fill rates of greater than 98% of available titles.

Street Dates

Brodart understands the importance of receiving pre-publication materials prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher. As a result, the library should receive popular titles prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher.

Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

Packaging and Marking of Shipments

Cartons are labeled with the account type and the number of cartons in the shipment, so that when they arrive at the library the account type can be clearly identified. The shipping label includes the account name, purchase order number and packing slip number and is applied to the top of each box.

We take special care when packing your order. Brodart's boxes are made of heavy corrugated cardboard and are extremely durable. Larger items are packed first, then smaller ones and are packed spine-to- spine to prevent damage. The number of items, their thickness, and weight determine the size of the box used for packaging. Boxes are filled with thin newspaper-type packing paper. Self-adhesive shipping labels are applied to the top of every box. Boxes are sealed with tape that is constructed of paper, string, and glue. Boxes within a shipment are numbered (i.e. 1 of 6, 2 of 6, etc.) and indicated on the top of each box.

Shipping and Delivery

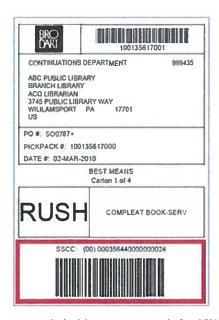
Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent via best method (common carrier, USPS, or UPS Ground) F.O.B. destination from our warehouse to the library. Options are available for either Central or Branch shipping.

Advanced Shipping Notification

Brodart is able to support a library's Advanced Shipping Notification (ASN), carton-level receiving process which provides efficiencies to the library by eliminating the scanning of individual items. The library's ILS system must support the EDI 856 ASN standard protocol.

For libraries set up with ASN Brodart will scan each item on a packing slip into a carton(s). Once packing is complete an EDI 856 ASN-compliant transaction file is generated and a carton label is printed with a corresponding SSCC (Serial Shipment Container Code) barcode (see carton label image – SSCC barcode outlined in red). The SSCC barcode number matches to the ASN transaction file. Upon shipment Brodart will transmit an EDI 856 ASN transaction file to the library.

Upon receipt, with a scan of the SSCC barcode on the carton label, all the items in the box are marked as received in the library's ILS system. There is no need for item-by-item scanning. This process speeds the time-to-shelf for items received by the library.



Carton Label with an SSCC Barcode for ASN Receiving

Credits and Returns

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. Freight costs for these returns will be covered by

Brodart. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned. Authorization from your Customer Care Associate is necessary prior to returning any item(s).

III. INVOICES AND PAYMENT

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

Invoices are generated on the day an order is shipped. The number of days from receipt of the order until invoicing will depend on the cataloging and processing service level chosen by the library. Please refer to the chart in Section II, Order Fulfillment, question #4 for additional information on service time for each cataloging and processing service level.

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

Invoices are generated on the day the material ships. They are available in paper or electronically via e-mail or FTP. Our invoices include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, appropriate sales tax as well as your purchase order number.

Brodart's Order Management system offers the option to either allow or prevent partial shipments of a title. When partial shipments are not allowed the system will automatically hold all copies of a title until the full quantity has been received.

Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction. Under the terms of this contract our payment terms will be net 60 days from the date of the invoice.

Brodart offers a number of invoicing options:

- An invoice to match every packing slip
- A consolidated daily invoice
- A consolidated weekly invoice
- A consolidated monthly invoice
- 3. Describe invoice customizations available to MALiA libraries.

Customization for invoices include choices for:

- Frequency of invoicing daily, weekly, monthly
- Paper or electronic invoice or both
- Separate invoices for material and processing charges

	 Sort sequence – title, author, Purchase Order Number Including EDI order data such as ILS order match point, collection code, fund code, branch distribution
4.	Which of the following invoice types does the vendor provide?
	Print-only Electronic-only X Both print and electronic
	Remarks:
5.	Provide a sample invoice that shows how discounts, credits, and service charges appear. If special invoice codes are used, provide a code translation reference.
	Please see Exhibit II for a sample of our standard invoice. Note that other invoicing options are available.
6.	The vendor is able to separately invoice multiple accounts for a MALiA library.
	Remarks:
	Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. Invoicing requirements will be evaluated at the time of account setup to meet each library's requirements.
7.	The vendor is able to accommodate Net 60 payment terms without imposing an extra charge.
	No
	Remarks:

Note that while our standard payment policy is Net 30, we will accommodate the MALIA RFP requirement for a Net 60 day payment.

Will the vendor provide discounts or credits for early payment of invoices? If Yes, describe and enumerate any early payment percentage schedules.
 Yes
 X No

Remarks:

9.	Will the vendor impose a penalty for late payment of an invoice? If Yes, indicate the time period and the penalty fee/rate.
	Yes X_No
	Remarks:
10.	Does the vendor accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge?
	No
	Remarks:
11.	Are there other aspects of invoicing/payment the vendor would like to comment on that have not been covered in this section?
	Yes X_No
	Remarks:
	Remarks.
IV. OV	ERALL COST CONSIDERATIONS
1.	On Attachment C, "Offeror Discount Pricing Sheet," list the discounts the vendor will provide to MALiA libraries during the contract period.
	Pricing and discounts for all materials and services have been provided in Attachment C.
2.	Describe the vendor's service charges, and how they are calculated or vary depending on type of service.
	Hardback or paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at the publisher's list price plus a service charge of \$3.95.
3.	The vendor shall not charge MALiA libraries for replacement copies of order items found to be defective, damaged, or lost in shipment, provided the loss is reported to the vendor by libraries within the publishers' designated time frame.
	No
	Remarks:

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Please see the Brodart Return and Credit Policies in Exhibit I.

	Remarks:
	In the event that a replacement copy is no longer available from the publisher, a credit will be issued.
5.	The vendor shall cover the cost of returning defective or damaged physical items, and arrange for pick-up.
6.	Will the vendor provide free shipping/handling for physical materials? If No, describe exceptions (e.g. rush orders) and how shipping charges will be calculated. YesNo
	Remarks:
	Brodart will provide free shipping to a central location. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment. Shipments may be delivered via Common Carrier, UPS or USPS.
7.	For order returns, exchanges, or credits, what extra charges or limits on the amount refunded/credited will be applied, if any?
	Please see the Brodart Return and Credit Policies in Exhibit I.
8.	Describe the vendor's credit practices in detail, including under what circumstances the vendor will provide credits to MALiA libraries.
	Please see the Brodart Return and Credit Policies in Exhibit I.

4. If the publisher is unable to provide a replacement copy of an item found to be defective, damaged, or lost

in shipment, the vendor shall seek to obtain a credit on behalf of the library.

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

Brodart does not charge a fee for access, setup or ongoing support for library services. In addition, no library furnished equipment, materials, facilities or support is required.

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

There will be <u>no</u> one-time or recurring fees charged to the library when doing business with Brodart.

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

	Yes
X	No

Remarks:

V. CUSTOMER SERVICE

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

Brodart's Customer Service staff is available Monday thru Friday from 8:00 am to 5:00 pm EST. Our Library Services Consultants are available 24 hours/day – 7 days/week.

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

Brodart's customer service team consists of a total of 35 members. In addition to your local Library Services Consultant, each state is assigned a dedicated Customer Care Associate who specializes in either our Books or McNaughton service. Contact information for your Library Services Consultant, Books Customer Care Associate and McNaughton Customer Care Associates is listed in the chart below. These Brodart representatives can be reached at 800-474-9802.

Our Customer Care Associates work closely with other Brodart subject matter experts from our Technical Support, Collection Development, Continuations and Cataloging Departments to ensure high quality service.

State	Library Services Consultant	Customer Service Representative Books and McNaughton		
Alabama	Jason Goodson Jason.goodson@brodart.com Ext 6379	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
		Audra Flanders, McNaughton Customer Service <u>Audra.flanders@brodart.com</u> Ext 6533		
Florida	Jason Goodson Jason.goodson@brodart.com Ext 6379	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
		Audra Flanders, McNaughton Customer Service <u>Audra.flanders@brodart.com</u> Ext 6533		
Kentucky	Kim Langenderfer Kim.langenderfer@brodart.com Ext 6377	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
•		Robert Heil, McNaughton Customer Service Robert.heil@brodart.com Ext 6984		
North Carolina	Whitney Huntington Whitney.huntington@brodart.com Ext 6387	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
		Audra Flanders, McNaughton Customer Service Audra.flanders@brodart.com Ext 6533		
Tennessee	Kim Langenderfer Kim.langenderfer@brodart.com Ext 6377	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
7		Robert Heil, McNaughton Customer Service Robert.heil@brodart.com Ext 6984		
Virginia	Whitney Huntington Whitney.huntington@brodart.com Ext 6387	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
		Audra Flanders, McNaughton Customer Service Audra.flanders@brodart.com Ext 6533		
West Virginia	Kim Langenderfer Kim.langenderfer@brodart.com Ext 6377	Susan Domino, Books Customer Service Susan.domino@brodart.com Ext 6144		
		Robert Heil, McNaughton Customer Service Robert.heil@brodart.com Ext 6984		

3.	Specify the forms of vendor communication available to MALiA libraries. Select all that apply and provide the contact number/address.
	X_Toll-free phone#:_800-474-9802
	X Fax#: 800-999-6799
	X Email address: Varies by state - See Chart in Question 2 above
	X Mail address: Brodart Co. 500 Arch Street Williamsport, PA 17701
	X Website address:www.brodart.com
	Chat:
4.	The vendor shall respond to inquiries from MALiA libraries within 24 business hours.
	X Yes
	No
	Remarks:
	At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. Our Customer Care staff is happy to answer any of your questions or provide any additional information you may need. Your Customer Care Associate is available by calling Brodart's toll-free number 800.474.9802. Brodart responds to all inquiries within 24 hours.
5.	Describe any other customer service guarantees the vendor will offer.
	With over 85 years servicing the library materials industry our customer service policies are solid and well-regarded by our customers. Brodart Books & Library Services is very well known for our quality customer support, response time and industry expertise. Should you have specific service guarantees not already addressed in our response we'd be happy to discuss them with you.
6.	Provide a copy of the vendor's return policy.
	Please see the Brodart Return and Credit Policies in Exhibit I.
7.	How will the vendor notify MALiA libraries about new titles available for purchase
	In addition to the recommended lists of Forthcoming Titles posted in Bibz we offer several Collection Development notification services to keep libraries informed of new titles –
	TIPS (Title Information Preview Service) Notification Program
	 FASTips (Frequent Author and Series TIPS) – this is a free service to our customers. Set your preferences one time and receive your books automatically. You can edit your selections at any time.

 Continuations – another free service to our customers, our standing order program for true serials, such as test prep and travel guides, takes the hassle out of keeping up with annual or irregular periodical publications.

These Collection Development services are described in detail in Attachment B, Company Data, item f. of this response.

8.	What activities will MALiA libraries be able to do on the vendor's website? Select all that apply.
	X Manage account profile
	View billing/payment activity
	X Place and track orders
	Cancel orders
	_X_Request quotes
	Submit claims
	X_Request/review invoices
	_X_Look up titles
	Look up prices of materials and services
	Report problems/issues
	X_Run user reports
	Other:

9. Describe the standard and customizable fiscal, management, and other reports the vendor will provide to MALiA libraries. Specify whether the libraries will be able to generate the reports themselves from the vendor's website, or if they will need to request the reports from the vendor. Include costs if applicable.

Management Reports

Brodart offers a variety of documents to keep you informed of your order status. Most are available in paper or electronically via e-mail or FTP.

Packing Slip

Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number, which can be matched with a corresponding invoice.

Consolidated Shipping Statement

In addition to the paper packing slip that accompanies the shipment, we also offer a Consolidated Shipping Statement, an Excel spreadsheet that contains title and order detail as well as tracking information for every item in the shipment. This report provides advanced notice to the library of all items in a given shipment. It is available electronically via e-mail or FTP on the day the material ships.

Fund Reports

Fund reports can be sent to the library on a weekly or monthly basis so that staff can monitor expenditures for the collection. Brodart's Do-Not-Exceed (DNE) system provides accurate fund accounting for all orders placed with Brodart. This system allows the library to specify the exact amount of money budgeted by branch, category or account type and will fulfill all orders up to, but not exceed the monetary limit.

In addition to the budgeted amount for each defined category the Fund Report states the invoiced amount, backordered amount, cancelled amount and the total amount encumbered (ordered, backordered, in-process and invoiced). Brodart's DNE system will encumber items at the actual invoice price (net price of the item plus processing charges). This will provide Fund Reports to ensure the cost of the collection does not exceed the budgeted amount.

Confirmation Report

Confirmation of titles ordered as firm orders or standing orders can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available via e-mail or FTP. The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title.

Orders transmitted via EDI will receive an EDI acknowledgment within an hour stating the status of each item ordered. Website orders transmitted through Bibz, Brodart's online collection development and ordering tool, will receive same-day order status information.

On-Order Title Status Report

Brodart offers a number of options for reporting order status information. The Order History tab in Bibz allows the library to access not only orders that have been submitted through Bibz, but also orders submitted to Brodart via EDI, telephone, or any other order method. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of outstanding titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request via e-mail or FTP.

Cancellation Reports

Brodart notifies all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly via e-mail or FTP.

Statements

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

Invoices and Payment

Brodart offers a number of invoicing options:

- an invoice to match every packing slip
- a consolidated daily invoice
- a consolidated weekly invoice
- a consolidated monthly invoice

Invoices are available in paper or electronically via e-mail or FTP. Our invoices include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, appropriate sales tax as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction.

- 10. The vendor agrees to submit to the MALiA Contract Administrator an annual report of total usage of this agreement according to the following requirements:
 - a. At the start of this contract, the vendor will email to <u>contracts@malialibrary.org</u> the contact info of the person who will submit the annual usage report, and notify the same email address if the contact information changes during the contract period.
 - b. Row information on the report will include MALiA library name, address, PO #, PO Date, PO Item #, PO Item Description, and PO Item Amount in U.S. dollars.
 - c. The report will provide subtotals that show the total amount purchased in U.S. dollars for each MALiA library customer.
 - d. The report will show the grand total amount purchased in U.S. dollars across all MALiA library customers.
 - e. The report will cover the period from July 1st of the preceding year to June 30th of the current year.
 - f. The vendor will email the report to the MALiA Contract Administrator no later than September 1st of the current year.
 - g. The MALiA Contract Administrator will share the report with the Library of Virginia procurement officer upon request.

X Yes No			
Remarks:			

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

_	X	_Yes
_		_No

Remarks:

Quality Control

Brodart's commitment to quality is vital to all we do. This is reflected in the flexibility of our services. We believe that quality begins and ends with our customers and we strive to always satisfy your needs.

Our automated conveyor system uses state-of-the-art technology to transport and manage orders through the production area. This warehouse management system monitors the status and location of every order at every moment throughout the process, minimizing errors and maximizing service time.

Once production has begun, our quality control staff will ensure that your specifications are met. Brodart goes to great lengths to ensure the accuracy of our cataloging, linking and physical processing. Our goal is to ensure that our staff has a full understanding of your specifications and local practices and is always informed if your specifications are changed.

Quality control checks occur throughout our process to make certain your specifications are met. Checkpoints include data entry, picking, title checking, stamping, jacketing, labeling and packing. Materials are also inspected for publisher defects and when found are rejected and returned to the publisher.

Our goal is to provide our customers with the highest quality service in the industry. This commitment is rooted in our values and is essential to our success.

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

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

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

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

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

I. PRINT BOOKS

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

	Discount Rate %					
Туре	1 Copy	2+ Amount, if any, for Discount Rate to Apply		Comments		
Trade Hardcover	46.0	46.0	1			
Trade/Quality Paperback	40.0	40.0	1			
Mass Market Paperback	40.0	40.0	1			
Prebound	21.0	21.0	1	BrodartBound		
Publishers' Binding	21.0	21.0	1	Publishers Library Binding		
Special Edition Binding			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
Reinforced Binding	21.0	21.0	1			
Current/Popular			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
Reference			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
Large Print			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
Non-English Language			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
Graphic Novels			1	Discounted by Bind – Hardback, Trade Paperback, etc.		
University Press	12.0	12.0	1	4070		
Other - List Below:						
Non-trade	12.0	12.0	1			

Hardback or paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at the publisher's list price plus a service charge of \$3.95.

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

All Brodart Cataloging and Processing prices are per item.

	Discour	nt / Pricing	Minimum Order		
Туре	Attached Unattached		Amount, if any, for Discount/Pricing to Apply	Comment s	
Catalog Card Package Per Book (pocket, spine label, circulation card, catalog card set)	No Bid	No Bid	N/A		
Circulation Card Package Per Book (pocket, spine label, circulation card, no catalog cards)	\$0.70	\$0.70	N/A		
Automation Processing Package Per Book (bar code, spine label, standard MARC record)	\$0.90	\$0.90	N/A		
Automation Shelf Ready Standard Package Per Book - (bar code, spine label, standard MARC record, theft detection)	\$1.45	\$1.45	N/A		
Automation Shelf Ready RFID Package Per Book - (spine label, RFID tag)	\$0.70	\$0.70	N/A	RFID includes a Brodart-supplied universa tag and application	
MARC Record - Standard	\$0.40	\$0.40	N/A	Includes a basic MARC record for titles already in our database. No customization.	
MARC Record - Custom	\$0.55	\$0.55	N/A	Includes a basic MARC record for titles already in our database. Minimal customization.	
Date Due Slip	\$0.20	\$0.20	N/A		
Pocket	\$0.25	\$0.25	N/A		
Catalog Card Set	No Bid	No Bid	N/A		
Circulation Card	\$0.20	\$0.20	N/A		

	Discour	nt / Pricing	Minimum Order Amount, if any, for			
Туре	Attached	Unattached	Discount/Pricing to Apply	Comment s		
Theft Detection \$0.55 \$0.55		N/A	3M or Checkpoint			
RFID Tag	\$0.45	\$0.45	N/A	RFID includes a Brodart-supplied universal tag and application		
Colibri Cover	No Bid	No Bid	N/A			
Kapco Cover	\$2.20	\$2.20	N/A	BrodartGuard service offers 10-mil thick laminate with a 2-mil spine to allow the spine to flex		
Mylar - Applied Over Dust Cover	\$0.70	\$0.70	N/A			
Other Paperback Laminate (Specify thickness)	N/A	N/A	N/A			
Bar Code Label	\$0.25	\$0.25	N/A			
Custom Label	\$0.25	\$0.25	N/A			
Spine Label	\$0.25	\$0.25	N/A			
Colored Dots	\$0.15	\$0.15	N/A			
Label Protector	\$0.25	\$0.25	N/A			
Property Stamping	\$0.20	\$0.20	N/A			
Property Label	\$0.25	\$0.25	N/A			
Other - List Below (if page	ckage, specij	fy components in	ncluded):			
Starter standard package (mylar jacket or label protectors, barcode label, spine label and MARC/item records)	\$1.15	\$1.15	N/A	Pricing is dependent on specific cataloging & processing requirements and can be customized upon request.		
Flex standard package (mylar jacket or label protectors, barcode label, spine label, genre label, property label, other label and MARC/item records)	\$2.80	\$2.80	N/A	Pricing is dependent on specific cataloging & processing requirements and can be customized upon request.		
Compleat package fully customized shelf- ready cataloging service	\$3.00 to \$5.00	\$3.00 to \$5.00	N/A	Pricing is dependent on specific cataloging & processing requirements and will be quoted upon request.		
BrodartConvert	\$4.70	\$4.70	N/A			
RFID tag, supply, apply & encoded with a barcode number	\$0.65	\$0.65	N/A	RFID includes a Brodart-supplied universal tag, application and encoding of a barcode number		

2	W/ill the	vandor	offer	nrint	hook	voluma	purchasing	discounts?
٥.	will the	venuor	oner	DIIIII	DOOK	voiuille	Durchasing	discounts

If Yes, describe:

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

COLLECTION DEVELOPMENT SERVICES

MALIA Libraries may select any of the following Collection Development options.

SERVICE OPTIONS	DESCRIPTION	PRICE		
Collection Builder	Customized selection lists	No charge		
FASTips	Standing orders	No charge		
TIPS	Lists posted to your Bibz account	No charge		
TIPS, Silver	Standard specialty selection lists	No charge		
TIPS, Diamond Customized selection lists		Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly		



MCNAUGHTON ADULT LEASING Pricing Proposal for MALIA Libraries

Adult McNaughton Plan	
Allowance Cut-Off	\$29.00
Allowances per month	20
Price per allowance	\$18.25
Total Annual Allowances	240
Sub-total	\$4,380.00
Shipping cost	\$0.00
Total cost	\$4,380.00
Less 2% annual prepayment	
discount	\$87.60
Annual subscription Cost	\$4,292.40
Young Adult McNaughton Plan	
Young Adult McNaughton Plan Allowance Cut-Off	\$19.95
	\$19.95 20
Allowance Cut-Off	
Allowance Cut-Off Allowances per month	20
Allowance Cut-Off Allowances per month Price per allowance	20 \$12.05
Allowance Cut-Off Allowances per month Price per allowance Total Annual Allowances	20 \$12.05 240
Allowance Cut-Off Allowances per month Price per allowance Total Annual Allowances Sub-total	20 \$12.05 240 \$2,892.00
Allowance Cut-Off Allowances per month Price per allowance Total Annual Allowances Sub-total Shipping cost	20 \$12.05 240 \$2,892.00 \$0.00
Allowance Cut-Off Allowances per month Price per allowance Total Annual Allowances Sub-total Shipping cost Total cost	20 \$12.05 240 \$2,892.00 \$0.00

Note: The annual cost includes standard McNaughton cataloging and processing options, as described in the McNaughton proposal. The above figures do not include applicable taxes.

Additional McNaughton Plan size options and special pricing are available for new accounts upon request.

II. ELECTRONIC BOOKS Brodart is not bidding on Electronic Books

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

	Discount Rate %			
Туре	1 Copy	2+ Copy	Minimum Order Amount, if any, for Discount Rate to Apply	Comments
Fiction				
Nonfiction				
Other - List Below:				
33 <u>- 333</u>				

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

	Discoun	nt / Pricing	Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
Туре	Attached	Unattached		
MARC Record - Standard				
MARC Record - Custom				
Other - List Below (if	package, specif	y components i	ncluded):	

٥.	will the vendor offer electronic book volume purchasing discounts?
	Yes
	No
	If Yes, describe:

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

III. AUDIOBOOKS Brodart is not bidding on Audiobooks

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

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

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

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

Туре	Attached	Unattached	Amount, if any, for Discount/Pricing to Apply	Comments
Date Due Slip				
Pocket				-
Catalog Card Set				
Circulation Card			7,782	
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				4
Property Label				
Other - List Below (if I	package, specif	y components i	ncluded):	
			3.000	

3.	Will the vendor offer audiobook volume purchasing discounts?
	Yes
	No
	If Yes, describe:

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

IV. MUSIC Brodart is not bidding on Music

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

	Discoun	t Rate %		
Туре	Type 1 2+ Amount, if any, for Discount Rate to Apply		Comments	
Music CD				
Downloadable music				
Streaming music				
Print music (e.g. scores, sheet music)				
Current/Popular				
Classical			~	
International				
Other - List Below:				
				7007-0008 5 7 5 22
100				

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

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

Туре	Discount / Pricing		Minimum Order Amount, if any, for	Comments
Турс	Attached	Unattached	Discount/Pricing to Apply	Comments
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				10) 4:
Bar Code Label				
Custom Label				
Spine Label				
Label Protector			10	
Property Stamping				
Property Label				
Other - List Below (if p	package, specif	y components i	ncluded):	
				V/2

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

3. Will the vendor offer music volume purchasing discounts?

____Yes ____No

V. VIDEO Brodart is not bidding on Video

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

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

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

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

Туре	Discount / Pricing		Minimum Order Amount, if any, for	Comments
	Attached	Unattached	Discount/Pricing to Apply	
Date Due Slip				
Pocket				
Catalog Card Set				1
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				## F
Other - List Below (if p	oackage, specif	y components i	ncluded):	
	3			200.72
			4	-

	If Yes, describe:
4.	Describe other discounts for video and/or related services that the vendor will offer in addition to those

3. Will the vendor offer video volume purchasing discounts?

____Yes ____No

specified in questions 1 through 3 above.

ATTACHMENT D

MALIA MEMBER LIBRARIES AS OF JANUARY 1, 2022

Library Name	Member#	City, State
Albemarle Regional Library	1129	Winton, NC
Alexander County Library	1103	Taylorsville, NC
Alleghany Highlands Regional Library	1197	Covington, VA
Amherst County Public Library	1001	Amherst, VA
Anne Arundel County Public Library	1293	Annapolis, MD
Appalachian Regional Library	1252	West Jefferson, NC
Appomattox Regional Library System	1002	Hopewell, VA
Arlington Public Library	1288	Arlington, VA
Augusta County Public Library	1089	Fishersville, VA
Bell County Public Library District	1319	Middlesboro, KY
Benton County Library	1220	Camden, TN
BHM Regional Library	1258	Washington, NC
Bishop Denis J. O\'Connell High School	1329	Arlington, VA
Blackwater Regional Library	1004	Courtland, VA
Bland County Public Library	1297	Bland, VA
Blue Ridge Community College	1006	Weyers Cave, VA
Blue Ridge Regional Library	1007	Martinsville, VA
Boone County Public Library	1263	Burlington, KY
Botetourt County Public Library	1009	Roanoke, VA
Boynton Beach City Library	1265	Boynton Beach, FL
Bracken County Public Library	1289	Brooksville, KY
Braswell Memorial Library	1155	Rocky Mount, NC
Brevard College, J.A Jones Library	1116	Brevard, NC
Bridgewater College/Alexander Mack Mem. Library	1085	Bridgewater, VA
Bristol Public Library	1010	Bristol, VA
Buchanan County Public Library	1011	Grundy, VA
Cabarrus County Public Library	1167	Concord, NC
Cabell County Public Library	1311	Huntington, WV
Campbell County Public Library	1012	Rustburg, VA
Cape Fear Community College/Learning Resource	1188	Wilmington, NC
Caroline County Library	1112	Bowling Green, VA
Carroll County Public Schools	1015	Hillsville, VA
Carteret County Public Library System	1326	Beaufort, NC
Caswell County/Gunn Memorial Public Library	1200	Yanceyville, NC
Central Virginia Community College	1094	Lynchburg, VA
Central Virginia Regional Library	1314	Farmville, VA
Chapel Hill Public Library	1141	Chapel Hill, NC
Charles W. Gibson Library	1328	Buckhannon, WV

Charlotte Mecklenburg Library	1130	Charlotte, NC
Chatham County Public Library System	1271	Pittsboro, NC
Chesterfield County Public Library	1084	Chesterfield, VA
Chesterfield County Public Schools	1189	Midlothian, VA
Christopher Newport University/Trible Library	1213	Newport News, VA
City of Parkland Library	1295	Parkland, FL
Clarksville-Montgomery County Public Library	1241	Clarksville, TN
Clearwater Public Library System	1303	Clearwater, FL
Cleveland County Memorial Library	1123	Shelby, NC
Clifton Forge Public Library	1145	Clifton Forge, VA
Colonial Heights Public Library	1017	Colonial Heights, VA
Craft Memorial Library	1190	Bluefield, WV
Craig County Public Library	1115	New Castle, VA
Craven-Pamlico Regional Library	1327	New Bern, NC
Culpeper County Library	1114	Culpeper, VA
Cumberland County Public Library	1111	Cumberland, VA
Cynthiana-Harrison County Public Library	1240	Cynthiana, KY
Danville Community College	1019	Danville, VA
Davidson County Public Library	1152	Lexington, NC
Davie County Public Library	1212	Mocksville, NC
Doddridge County Public Library	1320	West Union, WV
Duplin County Library	1139	Kenansville, NC
Durham Technical Community College	1191	Durham, NC
East Albemarle Regional Library System	1186	Elizabeth City, NC
Eastern Shore Public Library	1022	Parksley, VA
ECPI University	1268	Virginia Beach, VA
Emory & Henry College/Kelly Library	1023	Emory, VA
Essex Public Library	1113	Tappahannock, VA
Fairfax County Public Schools	1328	Fairfax, VA
Fauquier County Public Library	1024	Warrenton, VA
Fauquier County Public Schools	1185	Warrenton, VA
Ferrum College/Stanley Library	1025	Ferrum, VA
Floyd County Public Library	1238	Prestonsburg, KY
Fontana Regional Library	1173	Bryson City, NC
Forsyth County Public Library	1306	Winston Salem, NC
Franklin County Library	1171	Louisburg, NC
Franklin County Public Library	1026	Rocky Mount, VA
Galax-Carroll Regional Library	1027	Galax, VA
Garrard County Public Library	1250	Lancaster, KY
Gassaway Public Library	1317	Gassaway, WV
Gaston County Public Library	1147	Gastonia, NC
Germanna Community College	1118	Fredericksburg, VA
Gibsonville Public Library	1255	Gibsonville, NC
Gloucester County Library	1087	Gloucester, VA
Graves County Public Library	1233	Mayfield, KY

Greensboro Public Library	1143	Greensboro, NC
Greenup County Public Library	1285	Greenup, KY
Halifax County South Boston Public Library System	1028	Halifax, VA
Hampshire County Public Library	1243	Romney, WV
Hampton Public Library	1092	Hampton, VA
Handley Regional Library	1099	Winchester, VA
Hanover County Public Schools	1136	Ashland, VA
Hardin County Public Library	1279	Elizabethtown, KY
Hardy County Public Library	1196	Moorefield, WV
Haywood County Public Library	1170	Waynesville, NC
Heartland Library Cooperative	1264	Sebring, FL
Henderson County Public Library	1153	Hendersonville, NC
Henrico County Public Library	1018	Henrico, VA
Henrico County Public Schools	1135	Henrico, VA
Heritage Public Library	1029	New Kent, VA
Hickory Public Library	1256	Hickory, NC
Hocutt-Ellington Memorial Library	1214	Clayton, NC
J. Sargeant Reynolds Community College	1030	Richmond, VA
James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
Jefferson-Madison Regional Library	1031	Charlottesville, VA
Jessamine County Public Library	1210	Nicholasville, KY
John Tyler Community College Library	1032	Chester, VA
Johnson City Public Library	1033	Johnson City, TN
Kanawha County Public Library	1236	Charleston, WV
Kenton County Public Library	1325	Erlanger, KY
Lancaster Community Library	1035	Kilmarnock, VA
Library of Virginia	1134	Richmond, VA
Lighthouse Point Library	1313	Lighthouse Point, FL
Lincoln County Public Library	1128	Lincolnton, NC
Logan County Public Library	1232	Russellville, KY
Lonesome Pine Regional Library	1036	Wise, VA
Lord Fairfax Community College/Paul Wolk Library	1037	Middletown, VA
Lynchburg Public Library	1038	Lynchburg, VA
Maitland Public Library	1290	Maitland, FL
Marion County Public Library	1281	Fairmont, WV
Martinsburg-Berkeley County Public Library	1175	Martinsburg, WV
Mary Riley Styles Public Library	1039	Falls Church, VA
Mary Wood Weldon Memorial Library	1277	Glasgow, KY
Mason County Public Library	1211	Point Pleasant, WV
Mauney Memorial Library	1133	Kings Mountain, NC
McCracken County Public Library	1296	Paducah, KY
McDowell County Public Library	1146	Marion, NC
Mecklenburg County Public Library	1126	Boydton, VA
Meherrin Regional Library	1040	Lawrenceville, VA
Montgomery County Public Library	1235	Mount Sterling, KY
- '		3.

Montgomery-Floyd Regional Library	1041	Christiansburg, VA
Mooneyham Public Library	1174	Forest City, NC
Morgantown Public Library	1208	Morgantown, WV
Mountain Empire Community College/Wampler	1200	
Library	1042	Big Stone Gap, VA
Nassau County Public Library System	1315	Fernandina Beach, FL
New Hanover County Public Library	1216	Wilmington, NC
New Martinsville Public Library	1205	New Martinsville, WV
New River Community College	1091	Dublin, VA
Newport News Public Library System	1044	Newport News, VA
Norfolk Academy	1302	Norfolk, VA
Norfolk Public Library	1045	Norfolk, VA
Norfolk State University, Lyman Beecher Brooks		
Library	1249	Norfolk, VA
Norris Public Library	1247	Rutherfordton, NC
Northern Virginia Community College	1132	Annandale, VA
Northumberland Public Library	1047	Heathsville, VA
Northwestern Regional Library	1165	Elkin, NC
Oldham County Public Library	1304	La Grange, KY
Oneonta Public Library	1301	Oneonta, AL
Orange County Public Library	1117	Orange, VA
Pamunkey Regional Library	1048	Hanover, VA
Paris-Bourbon County Library	1274	Paris, KY
Patrick Henry Community College/Lester Library	1049	Martinsville, VA
Paul Sawyier Public Library	1266	Frankfort, KY
Pearisburg Public Library	1050	Pearisburg, VA
Pender County Public Library	1138	Burgaw, NC
Pendleton County Public Library	1183	Franklin, WV
Perry Memorial Library	1223	Henderson, NC
Petersburg Public Library System	1051	Petersburg, VA
Piedmont Virginia Community College	1102	Charlottesville, VA
Pittsylvania County Public Library	1052	Chatham, VA
Polk County Library Cooperative	1267	Bartow, FL
Polk County Public Library	1184	Columbus, NC
Poquoson Public Library	1053	Poquoson, VA
Powhatan County Public Library	1088	Powhatan, VA
Prince William Public Library System	1054	Prince William, VA
Public Library of Anniston-Calhoun County	1292	Anniston, AL
Public Library of Johnston County & Smithfield	1160	Smithfield, NC
Pulaski County Library System	1055	Pulaski, VA
Pulaski County Public Library	1283	Somerset, KY
Radford Public Library	1056	Radford, VA
Radford University/McConnell Library	1056	Radford, VA
Raleigh County Public Library	1259	Beckley, WV
Randolph County Public Library	1221	Asheboro, NC

Rappahannock County Library	1206	Washington, VA
Richard C. Sullivan Public Library	1324	Wilton Manors, FL
Richmond Public Library	1108	Richmond, VA
Ritchie County Public Library	1177	Harrisville, WV
Roanoke City Public Library	1109	Roanoke, VA
Roanoke County Public Library	1059	Roanoke, VA
Robeson County Public Library	1164	Lumberton, NC
Rockbridge Regional Library	1120	Lexington, VA
Rowan Public Library	1150	Salisbury, NC
Russell County Public Library	1061	Lebanon, VA
Rutherford County Library System	1228	Murfreesboro, TN
Sandhill Regional Library	1321	Rockingham, NC
Scott County Public Library	1262	Georgetown, KY
Shenandoah County Library	1179	Edinburg, VA
Sheppard Memorial Library	1182	Greenville, NC
Smyth County Public	1066	Marion, VA
Southern Pines Public Library	1158	Southern Pines, NC
Southside VA Community College	1203	Keysville, VA
Southwest Virginia Community College	1067	Richlands, VA
Spindale Public Library	1163	Spindale, NC
Spring Hill Public Library	1312	Spring Hill, TN
Stanly County Public Library	1195	Albemarle, NC
State Library of North Carolina	1248	Raleigh, NC
Staunton Public Library	1068	Staunton, VA
Suffolk Public Library System	1069	Suffolk, VA
Sullivan County Public Library	1070	Blountville, TN
Tazewell County Public Library	1071	Tazewell, VA
Temple Rodef Shalom Library	1257	Falls Church, VA
Tennessee State Library and Archives	1199	Nashville, TN
Thomas Nelson Community College	1072	Hampton, VA
Tidewater Community College	1100	Norfolk, VA
Transylvania County Library	1156	Brevard, NC
Union County Public Library	1140	Monroe, NC
University of Virginia College at Wise/Wyllie Library	1124	Wise, VA
Upshur County Public Library	1244	Buckhannon, WV
Vienna Public Library	1192	Vienna, WV
Virginia Beach Public Library	1073	Virginia Beach, VA
Virginia Department of Corrections	1201	Richmond, VA
Virginia Department of Juvenile Justice	1309	Richmond, VA
Virginia Museum of Fine Arts	1316	Richmond, VA
Virginia Western Community College	1077	Roanoke, VA
Washington County Public Library	1078	Abingdon, VA
Wayne County Public Library	1168	Goldsboro, NC
Waynesboro Public Library	1079	Waynesboro, VA
Whitley County Public Library	1215	Williamsburg, KY
Thirties a country i count and any	1213	TTIMOTHER IN

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

ATTACHMENT E - MUST BE COMPLETED

Small Business Subcontracting Plan

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

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

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

Bidder Name: Brodart Co.				
Preparer Name: <u>Lisa Miosi</u>	Date: March 2, 2022			
Who will be doing the work: \Box I plan to use subcontr	actors (X) I plan to complete all			
and the bidder to be declared responsive, the bidd	nplete Section B of this form. For the bid to be considered er shall identify the portions of the contract that will be rethe initial contract period in relation to the bidder's total			
Certification number:	Certification Date:			
Section B If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract. B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement				
Subcontract #1				
Company Name:	SBSD Cert #:			
Contact Name:	SBSD Certification:			
Contact Phone: Co	ntact Email:			

Value % or \$ (Initial Term):	Contact Address:
Subcontract #2	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	_Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	
Subcontract #3	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	_Contact Email:
Value % or \$ (Initial Term):	_Contact Address:
Description of Work:	
Subcontract #4	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	
Subcontract #5	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	_

N/A - Brodart Co. does not utilize subcontractors for fulfillment and completion of our customer orders. It is our business practice to employ and train individuals to support our customer's requirements, while meeting Affirmative Action guidelines.

ATTACHMENT F - MUST BE COMPLETED

<u>Virginia State Corporation Commission (SCC) registration information.</u>

The offeror:
☑ is a corporation or other business entity with the following SCC identification number: F0433393 -OR-
\square is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
\square is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-
□ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
NOTE >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT G - MUST BE COMPLETED

Proprietary/Confidential Information Identification

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

	(Firm): Brodart Co.	invokes the protections of § 2.2-4342F of the y proposal submitted on 03/02/22.
come of a regime		Date
Signature	Lisa Mion	
Title:	Vice President, Customer Care	<u> </u>

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

SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
	110000
	1,000

ATTACHMENT H - URFP Checklist

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

- 1.) Cover Sheet
- 2.) Offeror Data Sheet (Attachment A)
- 3.) Service Requirements Deemed Important in Consideration of Vendor Selection (Attachment B)
- 4.) Offeror Discount Pricing Sheet (Attachment C)
- 5.) Small Business Subcontracting Plan (Attachment E)
- 6.) Virginia SCC Registration Information (Attachment F)
- 7.) Proprietary/Confidential Information Identification (Attachment G)



EXHIBITS LISTING

Brodart Return and Credit Policy

Exhibit I

Sample Invoice

Exhibit II



Brodart Return and Credit Policies

Before returning any material, customers must receive a return authorization from their Account Manager. All material returns must be accompanied by a copy of the packing slip or invoice indicating the titles and quantities being returned and the reason for return. All approved returns must be received at Brodart within three months of invoice date. You have the option of receiving a no-charge replacement or credit.

Publisher defective and/or damaged material can be returned upon request. A no-charge replacement or credit memo will be generated. Please identify the item as damaged and/or defective before packing for return to Brodart.

If we at Brodart make an error relative to incorrect specifications, processing, Purchase Order Do-Not-Exceed dollar amount, wrong title, or bind, we will accept the return of material without question and supply a postage-paid return mailing label. You have the option of receiving a no-charge replacement or credit. If you choose to receive a credit, please contact your Account Manager. If you choose a no-charge replacement, Brodart can re-order the material for you and adjust invoices accordingly. Or, if the total retail price of the material is less than \$50.00, simply return the items with a copy of your invoice or packing slip, note the problem, and deduct the amount from the invoice.

Please note: any item ordered as a result of customer error, item canceled while in processing, or titles not suitable are non-returnable.

Approval to return material that is not suitable because of subject or language not reflected in review sources will be handled on an individual basis at the time of request. Approval in these situations will not allow for processing and/or freight charges to be refunded.

Processed material and converted books where the correct title and correct processing are furnished, are non-returnable. Items that have been marked, accessioned, or stamped by the library in any way are also non-returnable.

A 15% handling fee *may* be applied for <u>unauthorized</u> returns to cover the cost of receiving and returning the material to inventory.

This policy applies to all orders whether received by mail, telephone, or electronic transmission.

Your Account Manager will be happy to assist you with any questions.

8766495



Bill To Acct No. 012345

ABC PUBLIC LIBRARY 123 MAIN STREET ANYTOWN, US 12345

DA	ſΕ	PAGE

INVOICE: B4921239

03/10/2017 1

Phone: (800) 233-8467

Fax: (800) 999-6799

Ship To Acct No. 0123451

FLEX ACCOUNT ABC PUBLIC LIBRARY 123 MAIN STREET ANYTOWN, US 12345

Packing Slip No. 104368028000

Terms: Net Due in 30 Days

Brodart No. Item No. Format	Author Pub Date Publisher	Title	Qty Units	Branch PO No. Order No.	Customer Reference	List Price Discount Net Price	Ext Price Charge Code
115902988 9780399573972 Hardcover	Woods, Stuart 01/03/2017 G. P. Putnam's So	Below the Belt	2 2	BOOKMOBILE 06MAR2017 1320162	STACKS BOOK 07-MAR-17	\$28.00 44.5% \$18.89	\$37.78
115103473 9781627790628 Hardcover		Killing the Rising Sun : How America Vanquished World War II Japan	1	BOOKMOBILE 06MAR2017 1320162	NEWNONFIC BOOK 07-MAR-17	\$30.00 44.5% \$20.00	\$20.00
114558116 9781250075970 Hardcover	Johansen, Iris 10/25/2016 St. Martin's Press	Night Watch : A Novel	1	BOOKMOBILE 06MAR2017 1320162	STACKS BOOK 07-MAR-17	\$27.99 44.5% \$18.88	\$18.88
114544735 9780778319061 Trade Paper	Novak, Brenda 07/26/2016 Harlequin MIRA	The Secrets She Kept	1	BOOKMOBILE 06MAR2017 1320162	STACKS BOOK 07-MAR-17	\$15.99 40.0% \$15.14	\$15.14 L

Total Quantity:

5

Total Units:

5

Item Total:

\$91.80

INVOICE TOTAL:

\$91.80

BRODARI Brodart Co.
500 Arch Street
Williamsport, PA 17701-7809

Bill To Acct: 012345 ABC PUBLIC LIBRARY

INVOICE: B4921239

DATE 03/10/2017

Include this form with your payment to:

Brodart Co L-3544

Columbus, OH 43260-0001

Fed. ID# 23-2248758

Terms: Net Due in 30 Days

Total Quantity:

5

Total Units:

5

INVOICE TOTAL:

\$91.80

Amount Enclosed:



Sandra Gioia Treadway Librarian of Virginia

ADDENDUM NO. 1 TO ALL BIDDERS

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

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

71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc. 71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.

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

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

Date: February 1, 2022

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

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

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

X	_Yes
	_No

Remarks:

To read:

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

Remarks: Brodart does not impose a penalty for late payments.

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

Offeror's Name: Offeror's Address: Buyer: Nancy Sconzo RFP #: LVA-MAT-22-007 RFP Due Date: March 3, 2022

Sincerely,

Nancy Sconzo

Nancy Sconzo

Brodart Co.

Name of Firm Lea Mioni VP, Customer Care

Signature/Title

March 8, 2022

Date

MUST BE RETURNED WITH YOUR PROPOSAL