



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by Midwest Tape, LLC, 1417 Timberwolf Drive, P. O. Box 820, Holland, OH 43528 hereafter called the "Contractor" and Commonwealth of Virginia (Commonwealth) through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 on behalf of Mid-Atlantic Library Alliance, Inc. hereinafter called the "Library or LVA" and "MALiA".

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

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

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

The contract documents shall consist of the following and will be incorporated herein:

1. This signed form,
2. The following portions of the Request for Proposals dated February 1, 2022, and
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions
 - d. Attachment B
 - e. Attachment C
 - f. Addendum #1
3. The Contractor's Proposal dated February 25, 2022 and negotiation points dated April 6, 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:	<i>[Handwritten Signature]</i>	Signature:	<i>[Handwritten Signature]</i>
Title:	VP	Title:	Deputy, FAS
Date:	4/11/22	Date:	4/13/22

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

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 phone
804.692.3976 ty



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

RE: FW: LVA-MAT-22-007

1 message

Janet Timm <JTimm@midwesttapes.com>

Wed, Apr 6, 2022 at 6:34 PM

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

Cc: Sue Bascuk <SBascuk@midwesttapes.com>, Kelly White <KWhite@midwesttapes.com>

Hello Ms. Sconzo,

Thank you for allowing Midwest Tape to provide clarifications to our response. We have adjusted the response document to accommodate the text sizes requested as well as any grammatical/spelling errors.

Below – in red, we have provided either a confirmation of the adjustment or an answer to the question (s) that have been posed. I've extracted the context of your email as was initially sent to Mrs. Bascuk on Monday, April 4, 2022.

Please let me know how I can be of further assistance.

Sincerely,

Janet Timm, Bid/RFP Specialist
Midwest Tape, LLC
800-875-2785
jtimm@midwesttapes.com

Panel would like the two appendix 1's to be renumbered. One has company/financial info and one labeled "Advanced Schedule" (referenced in hoopla digital media agreement 3.1). **Please note that Midwest Tape has removed the "Advanced Schedule" contained within our hoopla digital media agreement 3.1. Any Library wanting to onboard our Digital Media Platform – hoopla, will not be required to put forth any advance payment.**

Panel would like comments on page 26 question 12 to be in a larger font for easier reading. **Thank you for allowing us to adjust. The information has been increased in size.**

Attachment B – III. Invoices and Payment - Page 27, question 1 Panel would like "websist" change to read "website" – **Spelling error changed.**

Attachment B – III. Invoices and Payment - Page 27, question 2 Panel would like clarification on whether vendor invoices partial orders or only when an order is completed **Statement has been clarified.**

Attachment B – III. Invoices and Payment - Page 28, question 10 – Based on remarks, Panel would like clarification if vendor accepts credit card payment? Panel is requesting that extra charges not be applied for credit card use. **Midwest Tape does not accept payment of invoices with credit cards. We respectfully request payment by check or electronically. Statement on form has been adjusted.**

Attachment B – IV. Overall Cost Consideration - Page 30, question 7. Panel would like clarification if there are any extra charges or limit on refund amounts? **Statement clarified that there are no extra charges or limit on refund amounts.**

Attachment C – II. Electronic Books Page 36, III. Audiobooks – page 38 question 1 – Panel would like a flat discount rate of 5%. **Midwest Tape does not discount our digital eBooks or our physical Audiobooks.**

Appendix 2 – Hoopla Digital media – Agreement #3.1 – remove requirement for MALiA libraries to provide advance down payment according to advance schedule provided. **Requirement for MALiA libraries to provide advance down payment has been removed.**

Attachment B – V. Customer Service - Page 31, question 9 – provide specific information regarding where on the website libraries can find customized reports (panel was unable to find) and/or mention types of reports available. If reports are found under customer's personal account, please indicate in your response. **Thank you for allowing us to clarify this point. Customized Report functions found on the homepage, upper row of tabs – Tools/Reports. The Library can design their own or our staff can assist in designing reports that are accessed at any time by the user. These reports can feature information such as Yearly Expenditures, Weekly Shipped, Open Orders, Cancellations or any other specific reporting function needed by the Library. Additional common reporting functions are found on our homepage, left side – Quick Reports. - Statement on form has been adjusted.**

On the following sections, Panel is requesting a larger font for easier reading:

Attachment B – II. Orders and Fulfillment – Page 26 – Question 12 – **Statement font size enlarged.**

Attachment B – IV. Overall Cost Consideration – Page 29 – Question 3 - **Statement font size enlarged.**

Attachment B – V. Customer Services - Pages 30- 32 (all questions) - **Statements font size enlarged.**

Attachment C – III. Audiobooks - Page 39 Question 4 - **Statement font size enlarged.**

Thank you.

Sincerely,

Janet Timm

Janet Timm

RFP & Bid Specialist



t: (800) 875-2785

f: (800) 444-6645

e: JTimm@midwesttapes.com

a: PO Box 820, Holland, OH 43528

w: <http://midwesttape.com>

<http://hoopladigital.com>

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 **RFP-LVA-MAT-22-007 - Midwest Tape, LLC - revised 4-6-2022.pdf**
4042K



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Appendix 1 – Midwest Tape, LLC Financial Summary

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REQUEST FOR PROPOSAL (RFP)

Issue Date: February 1, 2022 RFP# LVA-MAT-22-007

Title: Library Books, Music, and Video

Commodity Code: 71510 – Books, Curriculum Guides, Directories, Magazines, Pamphlets, Periodicals, Publications, Reprints, ~~etc.~~²⁻²²⁻²¹¹²⁰²²
71512 – Books, Reference (incl. CD versions) Dictionaries, Encyclopedias, etc.
71535 – Electronic Publications: Directories, Dictionaries, Encyclopedia, etc.
71505 – Audio Cassettes, Tapes and Compact Disks (prerecorded)
71590 – Video Cassettes, Disks, Tapes, etc. (For Computer and TV, Prerecorded)

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

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

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

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

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

DSBSD-certified Small Business No. _____

Name And Address Of Firm:

Midwest Tape, LLC
1417 Timberwolf Drive
P.O. Box 820
Holland, Ohio Zip Code: 43528

Date: 2-25-2022
By: 
(Signature In Ink)
Name: Sue Bascuk

eVA Vendor ID or DUNS #: E66471
Fax Number: (800) 444-6645
E-mail Address: sbascuk@midwesttapes.com

(Please Print)
Title: Vice President
Telephone Number: (800) 875-2785

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.



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

ADDENDUM NO. 1 TO ALL BIDDERS

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

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

Date: February 1, 2022

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

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

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

_____ Yes

_____ No

Remarks:

To read:

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

Remarks:

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

Offeror's Name:
Offeror's Address:

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

Sincerely,
Nancy Sconzo

Nancy Sconzo

Midwest Tape, LLC

Name of Firm



Sue Bascuk, Vice President

Signature/Title

2-25-2022

Date

MUST BE RETURNED WITH YOUR PROPOSAL

ATTACHMENT A

OFFEROR DATA SHEET - MUST BE FILLED OUT

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

- 1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact: Name: Janet Timm, Bid/RFP Specialist Phone: 800-875-2785; BIDRFPinfo@midwesttapes.com
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: 33 Years
4. Vendor Information: eVA Vendor ID or DUNS Number: eVA - E6647

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: Virginia Beach Public Library Contact: Clara Hudson, Support Services Administrator
Email: CHudson@vbgov.com
Project: Provision of physical and digital audiovisual materials with value-added services.
Dates of Service: 2005-Present \$ Value: It is not company policy to share Library sales data. This library is supported in a manner that meets its Audiovisual Budget serving more than 441,000 community members. We have provided Audiovisual materials to this library for more than 17 years.
B. Company: Chesterfield County Library Contact: Rebecca Kuhn, Selector Librarian, Collection Development
Email: kuhnrc@chesterfield.gov
Project: Provision of physical and digital audiovisual materials with value-added services.
Dates of Service: 2000-Present \$ Value: It is not company policy to share Library sales data. This library is supported in a manner that meets its Audiovisual Budget serving more than 318,000 community members. We have provided Audiovisual materials to this library for more than 22 years.
C. Company: Henrico County Public Library Contact: Alexandra (Alex) Hamby, Collection Management Coordinator
Email: ahamby@henricolibrary.org
Project: Provision of physical and digital audiovisual materials with value-added services.
Dates of Service: 1999-Present \$ Value: It is not company policy to share Library sales data. This library is supported in a manner that meets its Audiovisual Budget serving more than 325,000 community members. We have provided Audiovisual materials to this library for more than 23 years.
D. Company: Loudoun County Public Library Contact: Julie Bauer, Collection Development Librarian
Collection Management Services
Email: Julie.Bauer@loudoun.gov
Project: Provision of physical and digital audiovisual materials with value-added services.
Dates of Service: 2001-Present \$ Value: It is not company policy to share Library sales data. This library is supported in a manner that meets its Audiovisual Budget serving more than 298,000 community members. We have provided Audiovisual materials to this library for more than 21 years.

I certify the accuracy of this information.

Signed: [Signature] Title: Vice President Date: 2-25-2022

ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor Selection

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

I. COMPANY DATA

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

Midwest Tape has been listening to our customers, streamlining the workflows of librarians, and providing outstanding customer-service for over 33 years. Midwest Tape is the largest Library Audiovisual-focused supplier of DVDs, Blu-Ray DVDs, Music CDs and Audiobooks to over 10,000 Libraries throughout North America.

Our discounts are competitive, but it is our value-added services and programs that create value for Libraries. We provide competitively priced processing services, cataloging services, free collection development support, free website access and free ILS integration services.

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

Midwest Tape employs more than 370 full-time staff members serving our Library's audiovisual needs. 95% of this staff is located within our single warehouse location in Holland, Ohio. Other employees are located off site and are dedicated to our website and digital hoopla Platform development.

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

Public 8,236 Academic 684 School 448 Special 0

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

Please refer to Appendix 1 - Midwest Tape, LLC Financial Statement

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

- Books: Print
- Books: Electronic
- Books: Audio
- Music
- Video

6. If vendor will be supplying **Print Books:** This format not applicable to Midwest Tape, LLC.

- a. Approximate number of print book publishers/distributors the vendor can supply:
- b. Approximate number of print book titles the vendor currently supplies:
- c. Types of print books the vendor can supply (check all that apply):

 Fiction

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

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

- Children
- Young Adult
- Adult

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

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

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

7. If vendor will be supplying **Electronic Books**: eBooks provided within Midwest Tape's hoopla Digital Platform and also includes 5 other digital formats (eaudiobooks, comics/graphic novels, movies television series and music.)

a. Approximate number of e-book publishers/distributors the vendor can supply: 250

b. Approximate number of e-book titles the vendor currently supplies: 655,121 Instant (Transactional pay per use) eBooks
948,411 Flex (Licensed/purchased) eBooks

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: Read Alongs - eBooks on hoopla Digital Platform

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: Accessible on free app or web browser - connected to participating Library.

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

- Yes
- No Available on today's popular mobile devices and web browsers. No special software needed.

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: eBook titles feature the ability to select Text Size for large print compatibility. Dyslexic Font capabilities. Bookmarking, highlighting and chapter identifications are also featured within our eBook content service.

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.

Our hoopla digital platform requires a Service Agreement which is presented to each Library who chooses to offer our digital content to their patrons. A Draft Copy has been included in our response as Appendix 2.

The Library can set the patron monthly borrow limit of digital content. We offer Instant - transactionally charged, pay per use content. This Instant collection provides simultaneous use service to patrons - no waiting, instant access. Our Flex (purchased License) content - it is a One Copy/One User model and this content is a purchased license - either perpetual or metered options.

Patrons are authenticated through SIP2 or API with most major ILS programs. This checks to ensure users of hoopla are valid Library patrons, and if they are allowed to borrow content based on a set of library-defined patron policies (fines, patron type, and juvenile/adult status.)

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.

If a Library chooses to discontinue use of our hoopla digital platform, patrons are able to borrow until the day the service is turned off. The Instant titles will still be available to their patrons until the borrow period ends and it automatically is returned. Flex (Licensed) content - will work as the Instant content already borrowed and returned based on borrowed time limits or the Library can choose to transfer the purchased content to another platform.

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

Midwest Tape integrates both physical and digital purchasing options with our eCommerce site - www.midwesttape.com. This free website is offered to our library customers with an unlimited number of users as needed. This eCommerce site allows the Librarian to choose between selecting/purchasing just physical AV materials, just digital (licensed) ebooks or eaudiobooks or a combination of both. Hoopla's platform gives all eBook titles available Instantly to the Library's patrons without the need for Library collection management. However, hoopla's team of Collection Development Experts curate collections based on popular titles, featured titles, genres and more along with topical collections based on topics such as Diversity, STEAM, At home learning and more. The Library, too, has access to an Administrative Dashboard that also supports Library-curated collections. These collections are curated by your own staff to feature to your patron base. These can be updated at any time and can be hidden and re-released when the library needs them. All of these collections are free of charge. For our Flex (Licensed) content, the Library has the option of choosing to purchase any title from with in our eCommerce site. We do offer Collection Development support and the option of Auto-Carts - this program automates the building of carts/orders based on your library's pre-defined curation criteria. It can use patron demand from holds, requests and check-outs to focus collection development and the library can set the frequency, spending limits and approval processes of the cart generation to meet the library's specific needs and update them at any time.

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

Our eBook collection features more than 641,700 titles spanning Adult, Juvenile, Young Adult Fiction and Non Fiction titles. eBooks feature the following enhanced services:

- Quick-changing Landscape View.
- New Highlight and Notes features - perfect for students and book discussion groups!
- Innovative Vertical Scrolling mode - so you can take a break from page-swiping.
- Enhanced Search with added context lets you find just what you're looking for.
- Expanded formatting options - more text styling, fonts, page colors, and page formatting options than ever.
- Speedy page scrolling - so you can easily skim the book

8. If vendor will be supplying **Audiobooks**:

a. Approximate number of audiobook publishers/distributors the vendor can supply: 150

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

67,191 Audiobooks on CD
 163,405-Instant (transactional pay per use) - Downloadable/Streaming Audio titles via hoopla Digital Platform
 154,679-Flex (Licensed) Downloadable/Streaming Audio Titles via hoopla Digital Platform

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

- CD
- Downloadable audio
- Streaming audio
- Fiction
- Nonfiction
- Current/Popular
- Non-English Language
- Other: Playaways

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

- Children
- Young Adult
- Adult

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

- MP3
- Other: Streaming and Downloadable eAudiobooks available on hoopla via free app or web browser for digital Audiobooks.

f. Do vendor audiobooks require specific software or listening devices?

- Yes Physical Audiobook Format
- No

If Yes, describe:

Physical audiobooks require the use of either a portable listening device (CD player) or can be played in a vehicle's disc play.

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.

Our hoopla digital platform requires a Service Agreement which is presented to each Library who chooses to offer our digital content to their patrons. A Draft copy has been included in our response as Appendix 2. The Library can set the patron monthly borrow limit of digital content. We offer Instant – transactionally charged, pay per use content. This Instant collection provides simultaneous use service to patrons – no waiting, instant access to digital content. Our Flex (Licensed) content – it is a One Copy/One User model and this content is a purchased license – either perpetual or metered options. Patrons are authenticated through SIP2 or API with most major ILS programs. This checks to ensure users of hoopla area valid Library patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult status).

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.

If a Library chooses to discontinue use of our hoopla digital platform, patrons are able to borrow until the day the service is turned off. The Instant titles will still be available to their patrons until the borrow period ends and it automatically is returned. Flex (licensed) content – will work as the Instant content that is already borrowed and returned based on borrow time limits or the Library can choose to transfer the purchases content to another platform.

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

Midwest Tape integrates both physical and digital purchasing options within our eCommerce site – www.midwesttape.com. This free website is offered to our library customers with no limit on the number of users. This site allows the Librarian to choose between selecting/purchasing only physical audiovisual materials, just digital (licensed) digital content or a combination of both.

Hoopla's service offers eAudiobooks Instantly to the Library's patrons without the need for Library collection management. However, hoopla's team of Collection Development Experts curate collections based on popular titles, featured titles, genres and more along with topical collections such as Diversity, STEAM, At-home learning and more. The Library, too, has access to an Administrative Dashboard that supports Library-curated collections. These collections are free of charges. For our Flex (licensed) content, the Library has the option of choosing to purchase any title from within our eCommerce site. We do offer Collection Development support and the option of Auto-Carts – this program automates the building of carts/orders based on your library's pre-defined curation criteria. It can use patron demand from holds, requests and check-outs to focus collection development and the Library can set the frequency, spending limits and approval processes of the cart generation to meet the Library's specific needs and update them at any time.

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

For the physical audiobooks offered by Midwest Tape, each audio book arrives repackaged into our patented Soundsafe™ durable/shelf-ready audio book case. Not only is the case provided, but sturdy interior sleeves provide easy placement and removal of each disc, protecting the discs from accidental displacement when dropped.

Most Audiobooks contain 6 or less discs. Taking that into consideration and listening to our library partners, a SoundSafe™ 6 case was designed. This saves up to 43% shelf space with its width being no wider than a standard DVD case.

Every audiobook, purchased from Midwest Tape, is repackaged into this SoundSafe case at no additional cost. Should the library require advanced labeling services, there are additional charges applied.

9. If vendor will be supplying **Music**:

a. Approximate number of music publishers/distributors the vendor can supply: 3,000

b. Approximate number of music titles the vendor currently supplies: 101,432 Physical Music CD titles
419,382 Digital Music CD titles on our hoopla Digital Platform

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

- CD
- Downloadable music
- Streaming music
- Print music (e.g. scores, sheet music)

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

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

- Children
- Young Adult
- Adult

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

- MP3
- Other: Streaming and Downloadable eAudiobooks available on hoopla via free app or web browser for digital Music titles.

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

- Yes
- No Digital Music titles can be listened on today's popular mobile devices (free app) or web browsers.

If Yes, describe:

Physical Music CDs required a player/device or car CD Player.

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.

Our hoopla digital platform requires a Service Agreement which is presented to each Library who chooses to offer our digital content to their patrons. A Draft copy has been included in our response as Attachment 2. The Library can set the patron monthly borrow limit of digital content. We offer Instant – transactionally charged, pay per use content. This Instant collection provides simultaneous use service to patrons – no waiting, instant access to digital content. Patrons are authenticated through SIP2 or API with most major ILS programs. This checks to ensure users of hoopla area valid Library patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult status).

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

- Yes
- No

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

If a Library chooses to discontinue use of our hoopla digital platform, patrons are able to borrow until the day the service is turned off. The Instant titles will still be available to their patrons until the borrow period ends and it automatically is returned.

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

On the Midwest Tape eCommerce site (www.midwesttape.com) the selectors can choose from a variety of vendor-curated Music Collections featuring today's top trending, award nominated, newly released and back catalog Music titles in the physical format. We offer a variety of Music Customized Standing Order Plans that feature Hit Makers and Must-Have Music (pre-street date titles from bestselling artists); Chart Toppers, Country Chart Toppers and Latin Chart Toppers (post street date titles from today's Billboard charts; Monthly Plans - Classical, Christian, Greatest Hits, K-Pop, Soundtracks, Stage Musicals, Adult Series and more; Seasonal Plans - Best Albums of the Year, Award Nominees and Winners, and Adult Holiday Music; Children's monthly and seasonal plans including Children's Holiday, Latin, Parents' Choice and Children's Series Titles.

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

All of our Music on Compact discs can be processed at a competitive price into cases that with-stand the rigors of library use.

10. If vendor will be supplying **Video**:

a. Approximate number of video publishers/distributors the vendor can supply: 900

b. Approximate number of video titles the vendor currently supplies: 107,952 DVD titles
26,512 Blu-Ray DVD titles
26,528 Digital Movie Titles on our hoopla Digital Platform
46,417 Digital TV Series on our hoopla Digital Platform

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

- DVD
- Blu-ray
- Streaming video
- Feature/Entertainment
- Educational/Instruction
- TV Shows
- Animated
- Foreign
- _____ Video Games: Platforms supported: _____
- _____ Other: _____

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

- Children
- Young Adult
- Adult

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

- Yes
- _____ No

If Yes, describe:

Physical Movie titles will feature Closed Captioning services in most productions. Described Videos are available in physical audiovisual formats.

Digital Movies do have Closed Caption services on all digital titles we offer on our hoopla platform.

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.

Our hoopla digital platform requires a Service Agreement which is presented to each Library who chooses to offer our digital content to their patrons. A Draft copy has been included in our response as Appendix 2. The Library can set the patron monthly borrow limit of digital content. We offer Instant – transactionally charged, pay per use content. This Instant collection provides simultaneous use service to patrons – no waiting, instant access to digital content. Patrons are authenticated through SIP2 or API with most major ILS programs. This checks to ensure users of hoopla area valid Library patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult status).

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

hosting platform ceases to exist?

Yes
 No

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

If a Library chooses to discontinue use of our hoopla digital platform, patrons are able to borrow until the day the service is turned off. The Instant titles will still be available to their patrons until the borrow period ends and it automatically is returned.

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

On the Midwest Tape eCommerce site (www.midwesttape.com) the selectors can choose from a variety of vendor-curated DVD/BR and Television Collections featuring today's top trending, award nominated, newly released, Box Office, Coming Soon and back catalog Movie and Television titles in the physical format. Customized Standing Order plans are offered free of charge and feature collections such as Feature Films, Critically Acclaimed, Books to Film, Best of TV, 4K Blu-Ray, Adult Non-Fiction, Foreign Films, Children's Fiction, Holiday films and more.

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

All physical DVD, Blu-Ray and Television Series can be processed in various ways at competitive pricing. These can include Barcode integration, RFID support and ILS ordering support. We feature special collections such as Binge Boxes (collections of themed movie titles) to meet the growing demand for binge watching.

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

We are a library-first and focused Audiovisual provider. We keep the Library at the center of all services we offer creating the easiest way of providing today's popular titles in both physical and digital formats that meet the ever-growing demand of their community patrons.

We provide easy Collection Development tools; we are always innovating for Library and their patrons; we provide unique and exclusive Library programming support with most value-added services free of charge.

We are dedicated exclusively to the success of Public Libraries. Every service and every tool we create is for a Public Library and their patrons. We don't sell to Retailers. We aren't building tools for Corporate Libraries. We are proud to be privately-owned and focused on driving value for Libraries rather than driving value for Private Equity stakeholders.

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

Should any library be interested in our value-added services or our digital platform, we would be happy to discuss anytime - obligation free. We can provide our processing quotes at anytime - obligation free. We can simply discuss with any library the goods and services we offer to help provide them a more rounded understanding of all that we do for them.

We have 'live' customer service support - no automated system. Each call is answered on the first ring and our team is cross-trained to help support the library within a single call.

Our owner's philosophy of customer-first focus has remained unchanged for 33 years.

II. ORDERS AND FULFILLMENT

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

Libraries can place their orders via our website (www.midwesttape.com); by phone - 800-875-2785; by fax - 800-444-6645; by mail - P.O. Box 820; Holland, Ohio 43528 or electronically through all of the major ILS programs.

Our website features multiple access points to see what is currently on order, shipped and cancelled direct from the homepage. Our Customer Service support group also can set up for a single library email to be provided UPS tracking number information if needed.

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

When a member library chooses to use Midwest Tape for goods and/or services, we ask that they reach out to any one of the following support team members:

Kelly White, Customer Service Manager - kwhite@midwesttapes.com; Janet Timm, Bid/RFP Specialist/Contracts Coordinator - jtimmm@midwesttapes.com
Both staff members can be called at 800-875-2785.

Once the member library makes contact we can set up the discount profile and orders can be placed immediately reflecting the discounted pricing.

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

Yes
 No

Remarks: Orders placed on our website receive a confirmation within 15 minutes of order placement. Orders placed using ILS Electronic ordering services receive a confirmation within one business day.

4. What is your average order fulfillment time?

5 - 14 days of in-stock product; 10 - 21 days of titles not currently in stock.

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

Yes
 No

Remarks: Libraries can set up personalized cancellation policies as needed.

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

Most orders remain on active order until it can be filled. However, Libraries can set up personalized cancellation policies as needed following street release.

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

Yes
 No

Remarks:

Our overall error rate (correct product, edition, number of copies, processing services, cataloging records and shipping) is less than 0.5%.

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

Yes
 No

Remarks:

9. A packing slip shall accompany each physical shipment.

Yes
 No

Remarks:

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

Yes
 No

Remarks: Setting up of multiple accounts if offered free of charge and can be designed to meet the needs of each library's unique purchasing styles.

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

Yes
 No

Remarks: It is best for libraries to reach out to Customer Support Team (800-875-2785) to indicate their need for Rush orders.

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

Order returns
 Order exchanges
 Order credits

Every audiovisual product we sell is guaranteed for one year against manufacturer's defect or shipping damage. If the library notifies Customer Service Representatives within 60 days of invoice of a problem, a pre-paid UPS call tag is provided for the return of the product. The library will be provided this return label by email along with a Return Merchandise Authorization (RMA) document to help expedite the no-charge replacement of product. If a credit memo is required to satisfy the situation, a printed credit memo will be provided citing the account number, purchase order number, title and UPC.

Remarks:

These issues are tracked to ensure that we are providing a consistent level of excellent customer service to the library. Account Executives will meet with the library three to four times per year to review these types of service issues in person with management as well as the department leads. The information we learn from these experiences helps us to continually improve our service. To facilitate this process, our Customer Service Representatives are ready to assist and can be contacted at 800-875-2785.

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

Our Customer Service team can be contacted by phone at 800-875-2785 or by email - info@midwesttapes.com to determine the status of any title, issue resolution or any other service that may be required. All calls are answered on the first ring and are resolved within a single phone call. Any issues that require more in-depth research, the Customer Service Team Member will ensure to keep the library posted of their progress and resolutions are most often provided within a single business day.

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?

No more than one business day.

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

Yes

No

Remarks: Midwest Tape is compatible with all of the Major ILS programs. We offer ILS integration services free of charge. We can help set up electronic ordering and invoicing services at any time. It is best to contact our Customer Service at 800-875-2785 to be connected to our 5 -member ILS team.

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

Yes
 No

Remarks:

III. INVOICES AND PAYMENT

1. Within how many days after the vendor receives an order should a MALiA library expect an invoice?
A printed invoice will be provided within the product's shipping carton for the physical audiovisual orders. The library can also receive these invoices by email and can find them on our website at any time. Electronic invoices are provided when a library utilizes our ILS Integration ordering services. Invoices for our digital content is provided once per month based on patron usage and any digital license purchases are invoiced once per month.

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 produced when product ships to the library and reflect all titles contained within that shipping carton. We also provide a packing slip that matched the invoice information. Midwest Tape fulfills as many titles as possible within the first shipment of all orders, but the initial shipment may not contain the entire order as placed by the Library and we will invoice that partial order. We will continue to ship and invoice as product becomes available to fulfill their order. Please note that we do not ship partial orders of a single title.

3. Describe invoice customizations available to MALiA libraries.

The information contained on the invoice will include billing address, shipping address, account number, invoice date, purchase order number, invoice number, ILS line item numbers, OCLC number, stock number, quantity, format, retail price, discount price, extension price, free freight notation and total. The titles are listed by format in alphabetical order and the library's purchase order number and line item number is clearly identified next to the title.

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

Print-only
 Electronic-only
 Both print and electronic

Remarks:

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

A sample invoice has been provided at Appendix 3.

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks: Midwest Tape does not accept credit card payments. Preferred methods of payment are by check or electronic transfer.

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

Yes
 No

Remarks:

IV. OVERALL COST CONSIDERATIONS

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

Midwest Tape has provided our Discounts on Attachment C.

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

Midwest Tape only charges our customers for the purchase of audiovisual materials and value-added services (Processing and Cataloging). There are no charges for website access, ILS integration, Collection Development or shipping.

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

Yes
 No

Every audiovisual product we sell is guaranteed for one year against manufacturer's defect or shipping damage. If the library notifies Customer Service Representatives within 60 days of invoice of a problem, a pre-paid UPS call tag is provided for the return of the product. The library will be provided this return label by email along with a Return Merchandise Authorization (RMA) document to help expedite the no-charge replacement of product. If a credit memo is required to satisfy the situation, a printed credit memo will be provided citing the account number, purchase order number, title and UPC.

Remarks:

These issues are tracked to ensure that we are providing a consistent level of excellent customer service to the library. Account Executives will meet with the library three to four times per year to review these types of service issues in person with management as well as the department leads. The information we learn from these experiences helps us to continually improve our service. To facilitate this process, our Customer Service Representatives are ready to assist and can be contacted at 800-875-2785.

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Every audiovisual product we sell is guaranteed for one year against manufacturer's defect or shipping damage. If the library notifies Customer Service Representatives within 60 days of invoice of a problem, a pre-paid UPS call tag is provided for the return of the product. No extra charges or limits on refunded/credited product are applied.

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

The library will be provided this return label by email along with a Return Merchandise Authorization document to help expedite the no-charge replacement of product. If a credit memo is required to satisfy the situation, a printed credit memo will be provided citing the account number, purchase order number, title and UPC.

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

Midwest Tape's hoopla digital platform is offered with no platform fees, annual fees, hosting fees or subscription fees. The library will only pay for content, either transactionally with our Instant digital content or by license for our Flex (One Copy/One User) digital content. The library is provided free training, Marketing and account set up.

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

Please note that normally to onboard our hoopla digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. However, for the MALiA Member Libraries, Midwest Tape is offering a waiver of this requirement.

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

Yes
 No

Remarks:

V. CUSTOMER SERVICE

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

Our live Customer Service team is available Monday - Friday, 8:30 a.m. to 5:30 p.m. EST. either by phone at 800-875-2785 or by email - info@midwesttape.com.

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

Our Customer Service team is made up of four full-time employees. They are overseen by a Customer Service Manager.

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

- Toll-free phone#: 800-875-2785
- Fax#: 800-444-6645
- Email address: info@midwesttapes.com
- Mail address: P.O. Box 820, Holland, Ohio 43528
- Website address: www.midwesttape.com
- Chat: _____

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

- Yes
- No

Remarks:

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

Phones are answered with live staff members and can only ring no more than twice - company policy.

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

Every audiovisual product we sell is guaranteed for one year against manufacturer's defect or shipping damage. If the library notifies Customer Service Representatives within 60 days of invoice of a problem, a pre-paid UPS call tag is provided for the return of the product. A Return Merchandise Authorization document will be provided along with a UPS Call-Tag. No-Charge replacements of the product will be provide or a credit - depending on the requirements of the Library.

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

Our website is the fastest method of viewing all coming soon and newly released audiovisual titles. Banner Carousels featured on the website provide the user with advanced notification to assist in placing orders for street-release titles. Free Customized Standing Order plans are also available for all new release and coming soon titles. These are created for the user and uploaded onto our website as a shopping cart - pre populated with quantities if so needed.

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

- Manage account profile
- View billing/payment activity
- Place and track orders
- Cancel orders It is best to contact our Customer Service Team to ensure accurate cancellation.
- Request quotes
- Submit claims
- Request/review invoices
- Look up titles
- Look up prices of materials and services
- Report problems/issues
- Run user reports
- Other: _____

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

MALiA libraries. Specify whether the libraries will be able to generate the reports themselves from the vendor’s website, or if they will need to request the reports from the vendor. Include costs if applicable.

Our website features Customized Report functions. The Library can design their own or our staff can assist in designing reports that are accessed at any time by the user. There are no costs associated with the use of our website or reporting functions. Our customer support is also free of charge.

Customized Report functions found on the homepage, upper row of tabs – Tools/Reports. The Library can design their own or our staff can assist in designing reports that are accessed at any time by the user. These reports can feature information such as Yearly Expenditures, Weekly Shipped, Open Orders, Cancellations or any other specific reporting function needed by the Library. Additional common reporting functions are found on our homepage, left side – Quick Reports.

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

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

Yes
 No

Remarks:

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

Yes

Remarks:

- Physical Audiovisual Materials - Value added services Midwest Tape offers free of charge...
- Re-packaging of Audiobooks into our durable SoundSafe case (included in published pricing)
- Highly intuitive, customizable, yet user friendly website with multiple user access assigned at authorization levels to fit your workflow
- Many collection development tools tailored specifically to your library (fund, branch, etc.)
- Five different levels of duplicate checks to minimize duplicate orders
- Direct links to your OPAC
- Full image views (front, back & spine) of most any product in our 300,000+ database
- Complete critics review access for each individual title on audiovisual titles
- Downloadable vendor records and excel files
- 9xx record loading, EDI ordering, electronic invoicing and expert ILS coordination support
- Opening Day Collection and Collection List assistance
- Customized Standing Order Plans allowing you to be in control (no contracts and no minimums)
- Marketing assets to assist libraries in promoting or spotlighting specific physical AV content during the year. (i.e. Black History, Women’s History, Holiday)

Digital Content on hoopla Platform:

Please note that normally to onboard our digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. However, for the MALiA Member Libraries, Midwest Tape is offering a **waiver** of this requirement.

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 This format not applicable to Midwest Tape, LLC - See AV formats.

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

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

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Catalog Card Package Per Book <i>(pocket, spine label, circulation card, catalog card set)</i>				
Circulation Card Package Per Book <i>(pocket, spine label, circulation card, no catalog cards)</i>				
Automation Processing Package Per Book <i>(bar code, spine label, standard MARC record)</i>				
Automation Shelf Ready Standard Package Per Book - <i>(bar code, spine label, standard MARC record, theft detection)</i>				
Automation Shelf Ready RFID Package Per Book - <i>(spine label, RFID tag)</i>				
MARC Record - Standard				
MARC Record - Custom				
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Colibri Cover				
Kapco Cover				

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Mylar - Applied Over Dust Cover				
Other Paperback Laminate (Specify thickness)				
Bar Code Label				
Custom Label				
Spine Label				
Colored Dots				
Label Protector				
Property Stamping				
Property Label				
Other - List Below <i>(if package, specify components included)</i> :				

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

Yes
 No

If Yes, describe:

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

II. ELECTRONIC BOOKS

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

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Fiction	0%	0%		Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content; and the Library can purchase eBook and Audiobook Licenses.
Nonfiction	0%	0%		Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content; and the Library can purchase eBook and Audiobook Licenses.
Other - List Below:				

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
MARC Record - Standard	\$0.00	\$0.00	N/A	For both Instant (transactionally priced) and Flex (Licensed content, we offer free records.
MARC Record - Custom	\$0.00	\$0.00	N/A	Marc Records for Flex (Licensed) eBooks can be customized with static data at no additional cost. Instant (transactionally priced) digital content Marc Records cannot be customized.
Other - List Below (if package, specify components included):				

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

Yes
 No

If Yes, describe:

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

Hoopla Digital content (Downloadable and Streaming eAudiobooks) are not a discounted product line.

We offer Instant (Transactionally-charged) digital titles. Pricing per transaction ranges from \$0.00 to \$3.99. The Library is only charged a fee when a patron borrows a title.

Hoopla Digital Flex (Licensed) digital content (ebooks/audiobooks) can be purchased by the library and ordered on our eCommerce site (www.midwesttape.com). Pricing varies for this content based on publisher and license type.

For further, non-obligation information member Libraries can call our Customer Service at 800-875-2785 and be connected with a Representative who can answer any questions and provide an overview of our digital service.

Please note that normally to onboard our digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. For the MALiA Member Libraries, Midwest Tape is offering a waiver of this requirement.

III. AUDIOBOOKS

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

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Audiobook CD	0%	0%	No minimum order required.	Midwest Tape sells our physical Audiobooks at Retail Price, and includes Re-packaging of Audiobooks into our durable SoundSafe case.
Downloadable audio	0%	0%	N/A	
Streaming audio	0%	0%	N/A	
Fiction	0%	0%	N/A	Midwest Tape sells our physical Audiobooks at Retail Price, and includes Re-packaging of Audiobooks into our durable SoundSafe case.
Nonfiction	0%	0%	N/A	Midwest Tape sells our physical Audiobooks at Retail Price, and includes Re-packaging of Audiobooks into our durable SoundSafe case.
Current/Popular	0%	0%	N/A	Midwest Tape sells our physical Audiobooks at Retail Price, and includes Re-packaging of Audiobooks into our durable SoundSafe case.
Non-English Language	0%	0%	N/A	Midwest Tape sells our physical Audiobooks at Retail Price, and includes Re-packaging of Audiobooks into our durable SoundSafe case.
Other - List Below:				

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>	\$1.99		No minimum order required.	This basic service is provided for our Audiobook product with non-labeling services and all discs and generic artwork is placed within our SoundSafe case.
MARC Record - Standard	\$0.00	N/A		Vendor level order records.
MARC Record - Custom	\$1.20	N/A		Full OCLC MARC Record charged per title.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip	N/A			Not available for audiovisual materials.
Pocket	N/A			Not available for audiovisual materials.
Catalog Card Set	N/A			Not available for audiovisual materials.
Circulation Card	N/A			Not available for audiovisual materials.
Theft Detection	\$0.35-\$1.50			Price dependent upon Theft Detection requirement.
RFID Tag	\$0.50 - \$1.50 per tag			Midwest Tape works with all RFID systems. Pricing for this service varies depending on system required.
Bar Code Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Service which is quoted based on the Library's full processing requirements.
Custom Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Service which is quoted based on the Library's full processing requirements.
Spine Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Service which is quoted based on the Library's full processing requirements.
Label Protector	N/A			Not applicable with our digital processing service.
Property Stamping	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Service which is quoted based on the Library's full processing requirements.
Property Label				
<i>Other - List Below (if package, specify components included):</i>				
Item Tag Linking	\$0.25			Charged per item tag to link additional copies into existing cataloging record.

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.

Hoopla Digital content (Downloadable and Streaming eAudiobooks) are not a discounted product line.

We offer Instant (Transactionally-charged) digital titles. Pricing per transaction ranges from \$0.00 to \$3.99. The Library is only charged a fee when a patron borrows a title.

Hoopla Digital Flex (Licensed) digital content (ebooks/audiobooks) can be purchased by the library and ordered on our eCommerce site (www.midwesttape.com). Pricing varies for this content based on publisher and license type.

For further, non-obligation information member Libraries can call our Customer Service at 800-875-2785 and be connected with a Representative who can answer any questions and provide an overview of our digital service.

Please note that normally to onboard our digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. For the MALiA Member Libraries, Midwest Tape is offering a **waiver** of this requirement.

IV. MUSIC

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

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Music CD	25%	25%	No minimum order required.	Discount off MSRP
Downloadable music	0%	0%		Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content ranging in price from \$0.00 - \$3.99.
Streaming music	0%	0%		Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content ranging in price from \$0.00 - \$3.99.
Print music (e.g. scores, sheet music)	N/A	N/A		Format not applicable to Midwest Tape, please see audiovisual.
Current/Popular	25%	25%		Noted discount offered on physical music only.
Classical	25%	25%		Noted discount offered on physical music only.
International	25%	25%		Noted discount offered on physical music only.
Other - List Below:				

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>	\$1.99		No minimum order required.	This basic service is provided for our Music product with non-labeling services and placed within a CD P-Line case. Price is inclusive of this case for Single and Double Disc Music CD titles. Multi-disc Music CD titles have an additional charge of \$2.40 for the special case required to accommodate the multiple discs.
MARC Record - Standard	\$0.00	N/A	No minimum order required.	Vendor level order records.
MARC Record - Custom	\$1.20	N/A	No minimum order required.	Full OCLC MARC Record charged per title.

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip	N/A			Not available for audiovisual materials.
Pocket	N/A			Not available for audiovisual materials.
Catalog Card Set	N/A			Not available for audiovisual materials.
Circulation Card	N/A			Not available for audiovisual materials.
Theft Detection	\$0.35 - \$1.50			Price dependent upon Theft Detection requirement.
RFID Tag	\$0.50 - \$1.50	per tag		Midwest Tape works with all RFID systems. Pricing for this service varies depending on system required.
Bar Code Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Custom Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Spine Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Label Protector	N/A			Not applicable with our digital processing service.
Property Stamping	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Property Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
<i>Other - List Below (if package, specify components included):</i>				
Item tag linking	\$0.25			Charged per item tag to link additional copies into existing cataloging record.

3. Will the vendor offer music volume purchasing discounts?

Yes
 No

If Yes, describe:

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

Hoopla Digital content (Downloadable and Streaming Music) are not a discounted product line.

We offer Instant (Transactionally-charged) digital titles. Pricing per transaction ranges from \$0.00 to \$3.99. The Library is only charged a fee when a patron borrows a title.

For further, non-obligation information member Libraries can call our Customer Service at 800-875-2785 and be connected with a Representative who can answer any questions and provide an overview of our digital service.

V. VIDEO

Please note that normally to onboard our digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. For the MALIA Member Libraries, Midwest Tape is offering a waiver of this requirement.

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

conditions/restrictions/other, if applicable.

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
DVD	25%	25%	No minimum order required.	Discount off MSRP
Blu-ray	25%	25%	No minimum order required.	Discount off MSRP
Streaming video	0%	0%		Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content ranging in price from \$0.00 - \$3.99.
Feature/Entertainment	25%	25%	No minimum order required.	Noted discount offered on physical DVD/BR only.
Educational/Instruction	25%	25%	No minimum order required.	Noted discount offered on physical DVD/BR only..
TV Shows	25%	25%	No minimum order required.	Noted discount offered on physical DVD/BR only.
Animated	25%	25%	No minimum order required.	Noted discount offered on physical DVD/BR only.
Foreign	25%	25%	No minimum order required.	Noted discount offered on physical DVD/BR only.
Video games	N/A			Format not applicable to Midwest Tape's Offering
Other - List Below:				
Downloadable video				Digital content on hoopla platform is not discounted. Library charged on a transactional use basis for Instant Content ranging in price from \$0.00 - \$3.99.

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Media Processing Package Per Item <i>(removal of shrink wrap and security devices, re-package in standard case, insertion of scanned publisher artwork, label)</i>	\$1.99		No minimum order required.	This basic service is provided for our Video product with non-labeling services. Additional charges for a standard DVD or Blu-Ray Case is \$0.65 for a Single Disc and Double Disc title. Multiple discs in a video title is an additional charge of \$1.50
MARC Record - Standard	\$0.00			Vendor level order records.
MARC Record - Custom	\$1.20			Full OCLC MARC Record charged per title.

Type	Discount / Pricing	Minimum Order Amount, if any, for	Comments
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	Attached	Unattached	Discount/Pricing to Apply	
Date Due Slip	N/A			Not available for audiovisual materials.
Pocket	N/A			Not available for audiovisual materials.
Catalog Card Set	N/A			Not available for audiovisual materials.
Circulation Card	N/A			Not available for audiovisual materials.
Theft Detection	\$0.35 - \$1.50			Price dependent upon Theft Detection requirement.
RFID Tag	\$0.50-\$1.50 per tag			Midwest Tape works with all RFID systems. Pricing for this service varies depending on system required.
Bar Code Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Custom Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Spine Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Label Protector	N/A			Not applicable with our digital processing service.
Property Stamping	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Property Label	Included in VIP digital processing service.			This type of label is integrated, digitally, within our VIP Digital Processing Services which is quoted based on Library's full processing requirements.
Other - List Below (if package, specify components included):				
Item tag linking	\$0.25			Charged per item tag to link additional copies into existing cataloging record.

3. Will the vendor offer video volume purchasing discounts?

Yes
 No

If Yes, describe:

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

Hoopla Digital content (Downloadable and Streaming Video) are not a discounted product line. We offer Instant (Transactionally-charged) digital titles. Pricing per transaction ranges from \$0.00 to \$3.99. The Library is only charged a fee when a patron borrows a title.

For further, non-obligation information member Libraries can call our Customer Service at 800-875-2785 and be connected with a Representative who can answer any questions and provide an overview of our digital service.

Please note that normally to onboard our digital service, an Advance Fee (based on community population) is required and is solely utilized towards content usage. For the MALiA Member Libraries, Midwest Tape is offering a waiver of this requirement.

ATTACHMENT E – MUST BE COMPLETED

Small Business Subcontracting Plan

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

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

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

Bidder Name: Midwest Tape, LLC

Preparer Name: Sue Bascuk, Vice President **Date:** 2-24-2022

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period in Section B.

Section A

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

Certification number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

ATTACHMENT F - MUST BE COMPLETED

Virginia State Corporation Commission (SCC) registration information.

The offeror:

is a corporation or other business entity with the following SCC identification number:
T031487-4 **-OR-**

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

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

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

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

ATTACHMENT G - MUST BE COMPLETED

Proprietary/Confidential Information Identification

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

Name of Offeror (Firm): Midwest Tape, LLC invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on 3-3-2022

Date

Signature: 

Title: Vice President

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

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

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)



PO Box 820
Holland, OH 43528

info@midwesttapes.com
midwesttape.com

1.800.875.2785

Midwest Tape, LLC is dedicated to serving the success of libraries. We sell physical and digital media to libraries throughout the United States of America and Canada. Beginning in 2021, we sell digital media to libraries in Australia and New Zealand. Our physical offerings provide an option for enhanced processing services and digital MARC records. Our digital media services are available via hoopla® on android and iOS handheld devices, streaming players, smart TVs, and web browsers via www.hoopladigital.com. To learn more, please visit us at www.midwesttape.com or <https://library.hoopladigital.com>.

As a private company, we do not have an audit or reporting requirement to the Securities and Exchange Commission and it is not standard practice to make company financial data publicly available. Please feel free to contact our Controller, Sheref Abou-Donia, to request additional information by calling 800-875-2785 or emailing SAbou-Donia@midwesttapes.com.

Summary Information

Midwest Tape, LLC FED ID # 37-1499686

Line of business Wholesale distributor of physical and digital media, and media services to public libraries

NAICS Code 423990 & 518210

DUNS # 607331498

Total Employees 360

Executive Management

Jeff Jankowski, President

Sue Bascuk, Vice President

Bank Name

KeyBank, N.A.

Trade References

Available upon request

Sales Information

Annual Sales (2020): \$164,760,000

Annual Sales (2019): \$197,486,000

Annual Sales (2018): \$189,208,000

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement (“Agreement”) is made as of this ___ day of _____, 20__ (“Effective Date”) by and between _____ (the “Library”), and Midwest Tape, LLC.

WHEREAS, Midwest Tape’s hoopla Digital Media Platform (“hoopla,” the “Platform,” or the “hoopla Platform”) allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers;

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user’s library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users (“Patrons”);

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a “Party” and collectively the “Parties”) agree as follows:

1. **DEFINITIONS.** The following definitions apply wherever these terms appear in this Agreement, including the Appendices:
 - 1.1 **“Digital Media Platform”** means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.
 - 1.2 **“Digital Titles”** means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.
 - 1.3 **“Flex Borrow”** or **“Flex Circulation”** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user (“OCOU”) license owned by the Library.
 - 1.4 **“Flex License”** means a one-copy/one user license (“OCOU License”), as set forth in the attached Appendix 2.
 - 1.5 **“hoopla Application”** means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.
 - 1.6 **“hoopla Website”** means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.
 - 1.7 **“Instant Borrow”** or **“Instant Circulation”** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs

when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title pursuant to a pay-per-use (“PPU”) license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.15 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.16 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform,

including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles. Accordingly, the Library may not offer any Digital Titles as a performance in order to entice Patrons or the general public to come to an event, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform at the Library, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, expressed or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will, at its own expense, comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with the Library's performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Advance. On or before the Effective Date, the Library shall remit to Midwest Tape an advance/down payment ("Advance") in the amount of \$_____, *i.e.*, the amount indicated for the Library's service-area population in the attached Appendix 1. These funds will be applied toward payment of future invoices for transactions relating to the use of the Platform by the Library and Patrons (*see, e.g.*, Appendix 2), unless the Library notifies Midwest Tape on or before the Effective Date that the Library instead prefers to use such funds to pay Midwest Tape for hoopla promotional materials, events, or communication efforts in connection with the introduction of hoopla to Library Patrons. Upon written notice to Midwest Tape, the Library may choose to send additional funds to Midwest Tape to reestablish or replenish the Advance.

3.2 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced after each purchase by the Library), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period

in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request.

3.3 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.4 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Metadata, and Promotional Postings; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. Midwest Tape and/or its Service Partners will: (a) host and support the Platform as provided in this Agreement; (b) designate an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) provide the Library with access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings- and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. Midwest Tape has the right to modify, at any time, the Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla in Midwest Tape's sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. Midwest Tape will support the Platform by maintaining help files, information, and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to help the Library perform the Library's obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform.

Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform. Midwest Tape will make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided by Midwest Tape to Patrons will be in Midwest Tape's sole discretion.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities;

and failure of equipment or services outside the control of Midwest Tape. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed

pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:

Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Library:

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.....
.....
.....
.....

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

(INSERT LIBRARY NAME)

MIDWEST TAPE, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

DRAFT

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape’s hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	<p>An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations, otherwise referred to as Instant Borrows, each of which allows a user to stream, download, and/or access the chosen title for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow.</p>	<p>A Flex Title is only available to one user at a time, via a digital OCOU Circulation, otherwise referred to as a Flex Borrow. If the Library has an available Flex License to a Flex Title, a Library user may activate a Flex Borrow and that license is digitally checked out and considered “in use.” Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier “return” by the user.</p>
Available formats	All formats (audiobooks, eBooks, comics, movies, television, and music).	Currently available only for audiobooks and eBooks.
Payment obligations	<p>A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether the borrowed title is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.</p>	<p>Flex Licenses are available for purchase via the hoopla Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).</p>

	Instant Borrows	Flex Borrows
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows when possible. Therefore, if a user requests an Instant Borrow, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply.	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's users. The Library is responsible for providing Midwest Tape with an accurate list of Pre-Owned Content, to enable Midwest Tape to determine whether any or all of it may be included on hoopla for the Library's users. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.



P.O. BOX 820 • HOLLAND, OH 43528

PHONE: 1-800-875-2785
 FAX: 1-800-444-6645
 FEDERAL ID#: 37-1499686

INVOICE

Terms: 30 Days Net

Invoice No.: 501701756
 Invoice Date: 02/17/2022
 Customer: 2000003088
 Delivery: 88524873
 Customer PO: FY22MCD7
 Ship Via: United Parcel Service (UPS)
 Page: 1 OF 1

Bill To:
 SMART LIBRARY
 209 E. CAWSON
 HOPEWELL, VA 23860
 USA

Ship To:
 SMART LIBRARY
 209 E. CAWSON
 HOPEWELL, VA 23860
 USA

Remit ACH/wire payments to:
 Beneficiary Bank: Key Bank
 Beneficiary Bank Routing Number:
 041001039
 Beneficiary Account Name: Midwest Tape
 LLC
 Beneficiary Account #: 359681423026

Qty	UoM	Format Delivery	Description Stock #	OCLC#	Customer Item#	Retail	Price	Extension
2	EA	ACD	AWESOME ALBUM, THE ID 14341570	1260259442		12.99	10.39	20.78
Branches: Hope:1,PG:1								
2	EA	ACD	DONDA DELUXE EDITION 2D 14799640	1291627606		18.99	18.99	37.98
Branches: Hope:1,Roh:1								
4	EA		Processing Charges					58.76
2			ACDSINPROCFLAT ACD SINGLE PROCESSING				3.12	6.24
2			ACDDBLPROCFLAT ACD DOUBLE PROCESSING				3.37	6.74
Processing Service Sub-total:								12.98
Please pay this amount in USD:								71.74