

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

NOTICE OF CONTRACT AWARD

DEMCO, INC.	DATE ISSUED:	<u>08/09/2019</u>
4810 FOREST RUN ROAD	CURRENT REFERENCE NO:	<u>19-290-R</u>
MADISON, WISCONSIN 53704	CONTRACT TITLE:	<u>LIBRARY SUPPLIES</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-290-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: JUNE 30, 2020

RENEWALS: ONE (1) ONE (1) YEAR RENEWAL OPTIONS FROM JULY 1, 2020 UNTIL JUNE 30, 2021

COMMODITY CODE(S): 99818

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-290-R

EXHIBIT A – COMMONWEALTH OF VIRGINIA CONTRACT NO. 11-71500-02

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KRIS SNOW

VENDOR TEL. NO.: (888) 211-3072

EMAIL ADDRESS: KRISS@DEMCO.COM

COUNTY CONTACT: BARBARA CARROLL (LIB)

COUNTY TEL. NO.: (703) 228-7568

COUNTY CONTACT EMAIL: BCARROLL@ARLINGTONVA.US

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

RIDER AGREEMENT NO. 19-290-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Demco, Inc. ("Contractor"), a Wisconsin foreign corporation with a place of business at 4810 Forest Run Road, Madison, Wisconsin 53704, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, Commonwealth of Virginia Contract No. 11-71500-02 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the Commonwealth of Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the Commonwealth of Virginia, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Commonwealth of Virginia wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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

2. CONTRACT TERM

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

Upon satisfactory performance by the Contractor, if the Commonwealth of Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than one additional twelve (12) month periods from July 1, 2020, until June 30, 2021 ("Subsequent Contract Term"). However, if the Commonwealth of Virginia does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the Commonwealth of Virginia contract expiration date.

3. CONTRACT PRICING

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

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide library supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

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

8. NON-APPROPRIATION

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

9. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration

Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

13. INDEMNIFICATION

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

14. RELATION TO COUNTY

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

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer

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

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

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

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

18. NOTICES

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

Contact Information for the Contractor:

Kristopher Snow, Lead Contract Administrator
Demco, Inc.
4810 Forest Run Road
Madison, Wisconsin 53704

Contact Information for the Department (Libraries)

Justin Martin, Project Officer
1015 N. Quincy Street
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DEMCO, INC.

AUTHORIZED
SIGNATURE: Lucas Alexander
NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

AUTHORIZED
SIGNATURE: Kristopher L. Snow
NAME AND TITLE: Kristopher L Snow, Contracts & Specialty Orders Facilitator

DATE: 08/09/2019

DATE: JULY 29TH , 2019

EXHIBIT A

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: 11-71500-02

This contract entered into the 1st day of July, 2016, by Demco, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, The Library of Virginia, called the "Purchasing Agency."

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

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

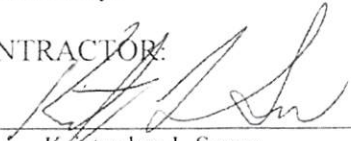
PERIOD OF PERFORMANCE: From July 1, 2016 through June 2019 with two one-year additional renewal periods.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal #11-71500-02 dated April 26, 2016:
 - (a) The Statement of Needs.
 - (b) The General Terms and Conditions.
 - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated May 20, 2016, all of which documents are incorporated herein.

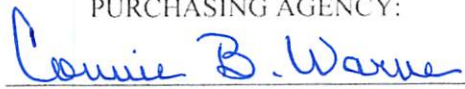
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: 
Christopher L. Snow

Title: Lead Contract Administrator

PURCHASING AGENCY:

By: 
Connie B. Warner

Title: Deputy of Administration

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

REQUEST FOR PROPOSAL

Issue Date: April 26, 2016

RFP # 11-71500-02

Title: Library Supplies

Commodity Code: 71500

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

Using Agency: Library of Virginia on behalf of Mid-Atlantic Library Alliance, Inc. (MALIA)

Initial Period of Contract: From July 1, 2016 through June 30, 2019 with two one-year additional renewal periods.

Sealed Proposals Will Be Received Until 4:00 p.m. (Eastern Standard Time) on Tuesday, May 31, 2016, For Furnishing The Services Described Herein.

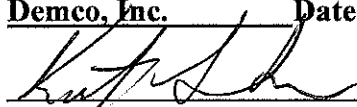
All Inquiries For Information Should Be Directed To: Carolea Newsome, Contract Administrator, 276/328-0152 (V), 276/328-0105 (F), or maliacontract@ehc.edu.

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

In compliance with this proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the library materials in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Demco, Inc. Date: May 20th, 2016


By: Kristopher L Snow
(Signature in Ink)

4810 Forest Run Rd. Name: Kristopher L Snow

Madison WI Zip 53704 Title: Lead Contract Administrator

FEI/FIN No. 39-1311089 Phone: 866-558-9068

E-mail: contracts@demco.com FAX: 888-320-0288

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

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SCHEDULE OF EVENTS

<u>Activity</u>	<u>Date</u>
Release RFP	Tuesday, April 26, 2016
Proposal Due Date	Tuesday, May 31, 2016 4:00 PM EST
Contract Award	June 2016

I. PURPOSE

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

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

II. BACKGROUND

MALIA is an organization of public library systems, academic, school systems, institutional, and special libraries established to provide cooperative information services and programs. Full membership shall be conveyed to applicant libraries upon payment of applicable fees to the corporation.

The Mid-Atlantic Library Alliance (MALiA) consortium represents 224 libraries throughout the mid-Atlantic region, including Virginia, Tennessee, North Carolina, West Virginia, Kentucky, Alabama, Florida. Membership includes 170 public, 41 academic, 7 school, and 6 special libraries. See Attachment D: MALiA Member Libraries as of April 4, 2016 for a list of participating institutions or consult the MALiA Web site (<http://www.malialibrary.org/>) for a current list of members.

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

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

The approximate, combined library supplies budget per year is estimated at well over \$1,000,000. The approximate stated dollar amount is not to be construed to represent any amount MALIA is obligated to purchase under the resulting contract or relieve the contractor of any obligation to provide service. Dollar amounts may change during the course of the contract and MALIA reserves the right to increase or decrease the amount as actual needs and funding determine.

III. STATEMENT OF NEED

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

Library supplies are defined for the purpose of this RFP as:

Consumables, furniture, and equipment up to \$5,000.00 per item that are used by the library to conduct business.

Type of supplies offered by the vendor and conditions of purchase covered under this contract shall be explained fully in Attachment B.

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

IV. PROPOSAL PREPARATION & SUBMISSION

1. RFP Responses:

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the contractor. Failure to submit all information requested may result in the Library of Virginia requiring prompt submissions of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Library of Virginia. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP

requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

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

V. EVALUATION & AWARD CRITERIA

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

POINT
VALUE

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

100 TOTAL

B. AWARD OF CONTRACT: Selection shall be made to two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price/discount, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Library of Virginia shall select the offeror(s) which, in its opinion, has made the best proposals, and shall award the contract to those offeror(s). Multiple contracts may be awarded. The Library of Virginia may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.). Should the Library of Virginia determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. GENERAL TERMS AND CONDITIONS:

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

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs :** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the

Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

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

its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if

provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless

the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in

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

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

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

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

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

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

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

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

VII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Library of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **ADDITIONAL USERS**: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. **PROPOSAL ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS**: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- G. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder/Offeror

Due Date

Time

Street or Box Number

IFB No./RFP No.

City, State, Zip Code

IFB/RFP Title

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

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

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

H. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

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

information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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

- I. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u> <u>TELEPHONE</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>
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2.

3.

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

- K. **eVA Business-To-Government Contracts and Orders:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

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

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

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

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

RFP

REQUEST FOR PROPOSAL

Title: Library Supplies

Mid-Atlantic Library Alliance, Inc.(MALIA)

ATTACHMENT A

Offeror Data Sheet

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

1. YEARS IN BUSINESS: Indicate the length of time the contractor has been in business providing these types of goods and services. Years 111 Months 7 Months

2. REFERENCES: Offerors shall provide a list of 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION	ADDRESS	CONTACT	TELEPHONE
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2.1. See Attached Reference Sheet

2.2. _____

2.3. _____



Customer References for Demco, Inc.

Montgomery County Public Schools

850 Hungerford Dr
Rockville, MD 20850
Emily Anderson, Buyer I
Phone: 301-279-3136
Fax: 301-279-3173
Email: Emily_e_anderson@mcpsmd.org
Dates of Service: 3-15-06 to Current
Contract # 4088.10 Media Center Supplies
Contract Value: \$50,000 Annually

Fairfax County Public Schools

8112 Gatehouse Road, Suite 4400
Falls Church, VA 22042
Gina Mobley, CPPB, Buyer I/II
Phone: 571-423-3595
Fax: 571-423-3587
Email: glmobley@fcps.edu
Dates of Service: 10/96 to Current
Contract # 2000000816 Library Supplies
Contract Value: \$110,000 Annually

Henrico County Public Schools

3820 Nine Mile Rd
Henrico, VA 23223
Ramona Staudenmayer, Account Clerk III
Library Services Dept.
Phone: 804-652-3708
Fax: 804-652-3616
Email: rbstaudenmay@henrico.k12.va.us
Dates of Service: 9/96 to present
Business Volume: \$40,000 annually

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

3.1. Contractor:

Name: Demco, Inc.

Address: 4810 Forest Run Rd

City: Madison State: WI Zip: 53704

3.2. Person to contact re proposal:

Name: Kristopher L Snow

Telephone: 866-558-9068 Fax: 888-320-0288 E-Mail: contracts@demco.com

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

Name: Kristopher L Snow

Address: 4810 Forest Run Rd

City: Madison State: WI Zip: 53704

Telephone: 866-558-9068 Fax: 888-320-0288 E-Mail: contracts@demco.com

4. Customer Service:

4.1. Contractor must have a sales representative for Virginia.

Name: Kristopher L Snow

Address: 4810 Forest Run Rd

City: Madison State: WI Zip: 53704

Telephone: 866-558-9068 Fax: 888-320-0288 E-Mail: contracts@demco.com

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

Account Representative: Kristopher L Snow

Telephone: 866-558-9068 Fax: 888-320-0288 E-Mail: contracts@demco.com

Web address: www.demco.com

RFP

REQUEST FOR PROPOSAL

Title: Library Supplies

Mid-Atlantic Library Alliance, Inc.(MALIA)

ATTACHMENT B

**Service Requirements Deemed Important
in Consideration of Contractor Selection**

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

I. BUSINESS ENVIRONMENT

1. In the space provided, give a description of the offeror's related work experiences that would demonstrate the offeror's ability to fulfill the contract. Include the extent to which your company is actively engaged in providing library supplies.

The Mid Atlantic Library Association - MALIA can rest assured that Demco is the right organization to provide Library Supplies. Your members receive great value without risk. Our belief is to add value to every product we offer customers and to make interactions with us rewarding and satisfying. From our perspective, libraries' and schools' work is paramount in shaping our society. As such, we have a strong, self-imposed mandate to best serve these markets, and foster learning and education.

Demco has a long history of successful business operation. We started as a library forms business, known as the Democrat Printing Company of Madison, Wisconsin in the late 1800s. In 1925, our name took on an abbreviated form and was changed to Demco Library Supplies. Today, we simply go by Demco.

The key to our longevity has been our ability to predict and respond to our customers' changing needs and transform our product and service selections. Among our goals is to help libraries innovate with flexible furniture for collaborative spaces, standards-based programming, creative teaching resources and user-friendly software solutions.

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

As proof of our company's financial strength, stability and versatility, we have proudly been serving libraries and schools since 1905. As a visionary leader, we anticipate and proactively address market trends, such as technology, community engagement, spaces and reading engagement. Our product mix continually evolves to meet customers' needs, and in many cases, we provide the solutions customers need before they even know they need them.

Demco is a privately held company and do not publish our financial information WE have an annual average income of over \$65 Million. Please find our Latest DnBi report attached for proof of our Financial Stability

3. Describe the available equipment, and other resources you have available that will ensure the delivery of acceptable services to MALIA.

Demco has a turnkey space management service that includes both design and supply for the many different kinds of libraries that exist today. We can help you manage your space, create inviting learning environments and assist you in being a resource for individuals and your community.

Demco, Inc. has dedicated order entry & customer service department ready to assist with your ordering needs. We also have online ordering capabilities through our website www.demco.com, which can display contract pricing with secure login & password.

4. Explain how your company is a vendor of library supplies.

Demco partners with hundreds of supply companies in addition to developing, and manufacturing, many of our proprietary products. DEMCO Products are sold primarily thru our direct marketing of our Full Line Catalog, Website, & Interior Design Business.

5. Describe how data about your products are made available to customers (i.e. through website, catalog, etc.).

DEMCO Full Line Catalog/ Website

DEMCO, Inc. issues an Annual Full Line Catalog that is mailed to all our organizations in our database at the beginning of each year. The Annual Full Line Catalog is effective for Jan 1st to Dec 31st of each year.

DEMCO, Inc. also has an online catalog at our website www.demco.com which may be accessed with or without a login. Contract pricing is only available with a secure login and password.

DEMCO, Inc. Proprietary Product Lines (Project Business)

Assessment of client needs is done through program review, job site visits, evaluation of architect and designer plans and/or interviews of appropriate parties. All data is employed as the project moves into the design phase.

Complete plans, drawings and specifications and any revisions to these items are provided to the client, as well as the installation team. Our Design staff takes into account ADA accessibility requirements and other technical requirements in their designs and specifications. Staff is also available to consult with clients in regard to any technical issue in the furniture plan that they may be concerned with.

II. Scope and Suitability

1. Please describe the type of supplies offered to libraries:

Demco, Inc. offers a full line of Library Supplies from book cards to Book Protection into Material Flow Management. Demco, Inc. also offers Art, Media and Security & Automation Supplies & Equipment. Along with our library supplies Demco offers, we also have full lines of Furniture & Equipment for High Education, K-12 Schools, & the Public Library markets.

2. Approximate number of manufacturers you currently supply:

With an extensive network of over 700 vendors, Demco provides product procurement from sources both domestically and internationally. Products are available to complete public as well as staff spaces within the library. In addition, we are equipped to supply products for many other areas within schools or community centers.

3. Describe types of supplies you can supply:

See the answer to question 1

4. Please describe the process through which a member library can obtain quotes for your products.

Demco Full Line orders

The Demco website can supply contract quotes with a secure login and password. Customers that sign in can fill a shopping cart and can receive quotes for those items. Please see Addition Information tab for detailed instruction.

Member Libraries can also receive a quote by calling 800.356.1200, faxing 800.245.1329, or emailing quote@demco.com. Demco has a team of representatives to assist you.

DEMCO Proprietary Product Line (Project Business)

Member Libraries can receive quotes for their project business by contacting the project services team by email leads@demco.com or by phone at 800.747.7561. After the lead has been qualified it will be directed to the appropriate sales team; Higher Ed, K-12, or Public Library. From there our team Account Development Managers, Sales representative, Interior Solutions Consultants, & Bid Specialists will assist the MALiA members with their project.

5. Do you offer an electronic system for placing orders and performing related services?

Yes X No ___

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

Demco strives to support the valuable work of library and education professionals by providing great service and a 100% guarantee on every product. Our website (www.demco.com) offers product information for over 50,000 items listed in our Full Line catalog as well as new products that are added as they become available. We also feature a Solution Center, Library Calendar of Events, discontinued product specials, live chat for on-line assistance and more.

Once you login you will need to create a sign-in and password for your account. Our system connects the bid terms with your account and allows you to view your discount pricing once you sign in.

Your shopping cart may be printed for purchase order submission or referenced to our order line (800-356-1200) for easy ordering over the phone. At any time the shopping cart may be electronically submitted for ordering on line. Please see the Additional Information tab for detailed instructions on the online ordering process.

Once you have placed the order, you will receive a reference number which allows you to track the shipping online or you may call our Customer Service Department at 800-962-4463 and we will do the work for you.

With our Project based division, customers can go to www.demcointeriors.com to view our proprietary furniture product lines along with Corporate Information, Services & a Portfolio with examples of the work we have done. With the detailed requirements of these orders and the personal touch required for these customers, we provide this information through personalized contact with each customer via phone and e-mail depending on the customer preferences.

6. Are rush orders accepted?

Yes X No ___

Rush orders from DEMCO's Annual Catalog/Website are accepted if placed before noon on the day of ordering. Express shipping is also available at an additional cost.

7. Do you require a minimum order requirement, including rush orders?

Yes No

If yes, describe:

Due to the increasing cost of shipping and processing an order Demco is requiring a \$75 Minimum order requirement (after discount) for all contract terms to apply.

8. Each package will indicate the library's purchase order number, and only one purchase order may be represented in each package.

Yes No

9. Packing Slips: A packing slip will accompany each shipment.

Yes No

10. The library reserves the right to return defective material at the contractor's expense.

There should be no exceptions to this.

Yes No

Product must be defective or damaged, returns due to no fault of Demco or customer error will be handled at the customer's expense.

11. All returns will be scheduled by the contractor for pick-up via UPS.

Yes No

Demco, Inc. uses FedEx for all supply orders and will arrange for pick up for all returning order using the FedEx Service.

Larger items such as Furniture & Equipment require a Semi Truck (LTL) Pickup. Demco, Inc. reserves the right to select the carrier for such returns.

Custom Products may only be returned if damaged or defective.

III. Performance/ Discount

1. The contractor must deliver invoices to the address as supplied by member libraries.

Yes No

2. The contractor must accept credit card payment (American Express, VISA, MasterCard) without imposing an extra charge.

Yes No

3. Credits: Contractor will provide a credit system for library to facilitate returns.

Yes No

4. Multiple Accounts: Contractor will provide separate accounts for a given library. Materials in these accounts will be ordered separately and must be shipped and invoiced separately.

Yes No

5. The contractor must respond to inquiries from member libraries within three (3) working hours.

Yes No

6. The contractor shall describe the type of service fees levied for handling a MALIA account.

Demco, Inc. does not levy service fees for handling accounts

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

Yes X No _____

(Please specify how shipping charges will be determined.)

Shipping charges are calculated by the weight and cube dimensions of each box being shipped.

Demco, Inc. will pay Regular FedEx ground service shipping costs on all stocked orders of \$75 or more after discount.

Transportation will be prepaid and added to all orders that are Drop Shipped, such as Furniture and Equipment items. Demco, Inc. will furnish good faith estimates of shipping charges as related to products orders.

The following accessorial fees for orders large enough to be shipped by LTL common carriers may apply if needed.

Inside delivery \$45

Liftgate truck \$90

Call Ahead Appointment Delivery \$7.50

Express parcel shipping is not included and will carry an additional fee.

8. Other Services: Specify other services provided.

Whether you are using Standard products or developing a unique, one-of-a-kind environment, our friendly staff is prepared to provide service and guidance to meet your needs, on-time and on-budget.

The DI (Design Interiors) Team is experienced in consulting and designing library spaces and resource centers worldwide. Our work with librarians and educators has created inspiring, fully accessible, beautifully furnished, and perfectly planned library environments.

Design/Layout

- Assessment of your needs, Wishes, and the scope of the project
- Schedule and timeline analysis
- Complete site survey and analysis of space parameters including measurements
- A final layout, showing flow pattern and spatial parameters for choosing furniture

Product Development

- Expert assistance in choosing products to fulfill the “look” you want to achieve
- Extensive style choices – to customize, match, or contrast with an established style
- Demco has been serving libraries for a century – the quality of our products is known nationwide

Project Management

- Expert guidance from conception to completion, with you in control of choices
- Step-by-step planning, including: design, price proposal, ordering, installation, problem-solving and follow-up questions
- Efficiently sequenced scheduling
- Responsibility for the smooth completion of the process on time and with in Budget
- Expert attention to your wishes

Signage/Security

- Help patrons find their way and best utilize your library
- Protect your collection with the appropriate security solutions
- Standard options and customized solutions

Installation

- On-time delivery and completion
- Complete assembly and perfect positioning
- Flexible scheduling
- Attention to all the details
- Clean-up and follow-up

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

N/A

RFP

REQUEST FOR PROPOSAL

Title: Library Supplies

Mid-Atlantic Library Alliance, Inc.(MALIA)

**ATTACHMENT C
PRICING FOR OFFER CONSIDERATION**

Discounts per Material Category

Offerors shall return a completed copy of this attachment with their proposals. Specify pricing by type of materials as applicable.

I. MALIA desires an attractive, predictable pricing structure and, at the same time, a high level of service. The offeror agrees to provide library supplies in compliance with the specifications and the terms and conditions of the Request for Proposals at the discount quoted below:

1. Consumables up to \$5000.00 per item

15% Consumables

Conditions:

15% applies to Consumable Supply Items only. Discounts for other categories are listed below.

\$75 Minimum order (after discount) is required for all contract terms to apply

- Exclusions:**
- 3M Security products
 - Subscription program products
 - Licensed Products including but not limited to:
Garfield, Eric Carle, Arthur, Clifford.

Detailed list can be found www.demco.com and search "Exclusions".

2. Furniture, up to \$5000.00 per item

7% Furniture

Conditions:

\$75 Minimum order (after discount) is required for all contract terms to apply. Transportation will be prepaid and added to all orders that are Drop Shipped, such as Furniture and Equipment items. Demco, Inc. will furnish good faith estimates of shipping charges as related to products orders.

Exclusions:

- 3M Security products
- Subscription program products
- Licensed Products including but not limited to:
Garfield, Eric Carle, Arthur, Clifford.

Detailed list can be found www.demco.com and search "Exclusions".

50% Furniture, Demco, Inc. Proprietary Furniture Lines

Conditions:

Discount will be taken from the Current Manufacturers List Price. (See attached Price list)

Transportation will be prepaid and added to all orders that are Drop Shipped, such as Furniture and Equipment items. Demco, Inc. will furnish good faith estimates of shipping charges as related to products orders.

If installation is needed, the prices will be quoted based on project size & scope.

3. Equipment, up to \$5000.00 per item

7% Equipment

Conditions:

\$75 Minimum order (after discount) is required for all contract terms to apply
Transportation will be prepaid and added to all orders that are Drop Shipped, such as Furniture and Equipment items. Demco, Inc. will furnish good faith estimates of shipping charges as related to products orders.

-
- Exclusions:**
- 3M Security products
 - Subscription program products
 - Licensed Products including but not limited to:
Garfield, Eric Carle, Arthur, Clifford.
- Detailed list can be found www.demco.com and search "Exclusions".
-

4. Learning Materials, up to \$5000.00 per item

7%, Learning Materials

Conditions:

\$75 Minimum order (after discount) is required for all contract terms to apply.

-
- Exclusions:**
- 3M Security products
 - Subscription program products
 - Licensed Products including but not limited to:
Garfield, Eric Carle, Arthur, Clifford.
- Detailed list can be found www.demco.com and search "Exclusions".
-

REQUEST FOR PROPOSAL

Title: Library Supplies

Mid-Atlantic Library Alliance, Inc.(MALIA)

ATTACHMENT D

MALIA MEMBER LIBRARIES as of April 4, 2016

<u>Name</u>	<u>Member #</u>	<u>City, State</u>
Albemarle Regional Library	1129	Winton, NC
Alexander County Library	1103	Taylorsville, NC
American National University	1043	Roanoke, VA
Amherst County Public Library	1001	Amherst, VA
Appalachian Regional Library	1252	West Jefferson, NC
Appomattox Regional Library System	1002	Hopewell, VA
Augusta County Library	1089	Fishersville, VA
Averett University Library	1093	Danville, VA
Bedford Public Library	1003	Bedford, VA
Belington Public Library	1251	Belington, WV
Benton County Public Library	1220	Camden, TN
BHM Regional Library	1258	Washington, NC
Blackwater Regional Library	1004	Courtland, VA
Blue Ridge Community College	1006	Weyers Cave, VA
Blue Ridge Regional Library	1007	Martinsville, VA
Bluefield College/Easley Library	1008	Bluefield, VA
Boone County Public Library	1263	Burlington, KY
Boone Madison Library	1239	Madison, WV
Botetourt County Library	1009	Roanoke, VA
Alexander Mack Library/Bridgewater College	1085	Bridgewater, VA
Bristol Public Library	1010	Bristol, VA
Buchanan County Public Library	1011	Grundy, VA
Buncombe County Public Libraries	1144	Asheville, NC
Boynton Beach City Library	1265	Boynton Beach, FL
Caldwell County Public library	1101	Lenoir, NC
Campbell County Public Library	1012	Rustburg, VA
Cape Fear Community College	1188	Wilmington, NC
Caroline Library, Inc.	1112	Bowling Green, VA
Carroll County High School	1015	Hillsville, VA

Caswell County Public Library	1200	Yanceyville, NC
Central Rappahannock Regional Library	1016	Fredericksburg, VA
Central Virginia Community College Library	1094	Lynchburg, VA
Chapel Hill Public Library	1141	Chapel Hill, NC
Charles P. Jones Memorial Library	1197	Covington, VA
Charlotte County Library	1194	Charlotte Court House, VA
Charlotte Mecklenburg Library	1130	Charlotte, NC
Chesapeake Public Library	1107	Chesapeake, VA
Chesterfield County Public Library	1084	Chesterfield, VA
Chesterfield County Public Schools	1189	Midlothian, VA
Christopher Newport University/Trible Library	1213	Newport News, VA
Clarksburg-Harrison Public Library	1234	Clarksburg, WV
Clarksville-Montgomery County Public Library	1241	Clarksville, TN
Cleveland County Memorial Library	1123	Shelby, NC
Clifton Forge Public Library	1145	Clifton Forge, VA
College of William & Mary/Wolf Law Library	1149	Williamsburg, VA
Colonial Heights Public Library	1017	Colonial Heights, VA
Craft Memorial Library	1190	Bluefield, WV
Craig County Public Library	1115	New Castle, VA
Culpeper County Library	1114	Culpeper, VA
Cumberland County Public Library	1111	Cumberland, VA
Cynthiana Harrison County Public Library	1240	Cynthiana, KY
Danville Community College	1019	Danville, VA
Danville Public Library	1020	Danville, VA
Davidson County Public Library	1152	Lexington, NC
Davie County Public Library	1212	Mocksville, NC
Duplin County Public Library	1139	Kenansville, NC
Durham Technical Community College	1191	Durham, NC
East Albemarle Regional Library	1186	Elizabeth City, NC
Eastern Shore Community College	1193	Melfa, VA
Eastern Shore Public Library	1022	Accomac, VA
Elizabethton/Carter County Public Library	1172	Elizabethton, TN
Emory & Henry College	1023	Emory, VA
Essex Public Library	1113	Tappahannock, VA
Falkville Public Library	1260	Falkville, AL
Farmville Public Library	1224	Farmville, NC
Fauquier County Public Library	1024	Warrenton, VA
Fauquier County Public Schools	1185	Warrenton, VA
Ferrum College/Thomas Stanley Library	1025	Ferrum, VA
Floyd County Public Library	1238	Prestonburg, KY
Fontana Regional Library	1173	Bryson City, NC
Franklin County Library	1171	Louisburg, NC
Franklin County Public Library	1026	Rocky Mount, VA
Galax-Carroll Regional Library	1027	Galax, VA
Garrard County Public Library	1250	Lancaster, KY
Gaston County Public Library	1147	Gastonia, NC

Germanna Community College	1118	Locust Grove, VA
Gibsonville Public Library	1255	Gibsonville, NC
Gloucester County Library	1087	Gloucester, VA
Grant County Public Library	1254	Williamstown, KY
Graves County Public Library	1233	Mayfield, KY
Greensboro Public Library	1143	Greensboro, NC
Halifax County-South Boston Public Library	1028	Halifax, VA
Hampden-Sydney College	1096	Hampden-Sydney, VA
Hampshire County Public Library	1243	Romney, WV
Hampton Public Library	1092	Hampton, VA
Handley Regional Library	1099	Stephens City, VA
Hanover County Public Schools	1136	Ashland, VA
Hardy County Public Library	1196	Moorefield, WV
Haywood County Public Library	1170	Waynesville, NC
Henrico County Public Library	1018	Henrico, VA
Henrico County Public Schools	1135	Henrico, VA
Heritage Public Library	1029	Providence Forge, VA
Heartland Library Cooperative	1264	Okeechobee , FL
Hickory Public Library	1256	Hickory, NC
Hocutt-Ellington Memorial Library	1214	Clayton, NC
J. Sargeant Reynolds Community College	1030	Richmond, VA
James L. Hamner Public Library/Amelia County	1083	Amelia Court House, VA
Jefferson Madison Regional Library	1031	Charlottesville, VA
Jessamine County Public Library	1210	Nicholasville, KY
John Tyler Community College Library	1032	Chester, VA
Kanawha County Public Library	1236	Charleston, WV
Keyser-Mineral County Public Library	1218	Keyser, WV
King University	1034	Bristol, TN
Laurel County Public Library	1242	London, KY
Liberty University/Jerry Falwell Library	1110	Lynchburg, VA
Library of Virginia	1134	Richmond, VA
Lincoln County Public Library	1245	Stanford, KY
Lincoln County Public Library	1128	Lincolnton, NC
Linebaugh Public Library System	1228	Murfreesboro, TN
Logan County Public Library	1232	Russellville, KY
Lonesome Pine Regional Library	1036	Wise, VA
Lord Fairfax Community College/ Paul Wolk Library	1037	Middletown, VA
Lunenburg County Public Library	1253	Victoria, VA
Lynchburg College/Knight-Capron Library	1226	Lynchburg, VA
Lynchburg Public Library	1038	Lynchburg, VA
Madison County Public Library	1225	Richmond, KY
Martinsburg-Berkeley County Public Library	1175	Martinsburg, WV
Mary Riley Styles Public Library	1039	Falls Church, VA
Mason County Public Library	1211	Point Pleasant, WV

Mauney Memorial Library	1133	Kings Mountain, NC
McDowell County Public Library	1146	Marion, NC
Mecklenburg County Public Library	1126	Boydton, VA
Mecklenburg County Sheriff's Office	1231	Charlotte, NC
Libraries		
Meherrin Regional Library	1040	Lawrenceville, VA
Menifee County Public Library	1246	Frenchburg, KY
Middlesex County Public Library	1104	Urbanna, VA
Montgomery County Public Library	1235	Mt. Sterling, KY
Montgomery County Public Schools	1090	Christiansburg, VA
Montgomery-Floyd Regional Library	1041	Christiansburg, VA
Mooneyham Public Library	1174	Forest City, NC
Morgantown Public Library	1208	Morgantown, WV
Mountain Empire Community	1042	Big Stone Gap, VA
College/Wampler Library		
Neuse Regional Library	1159	Kinston, NC
New Hanover County Public Library	1216	Wilmington, NC
New Martinsville Public Library	1205	New Martinsville, WV
New River Community College	1091	Dublin, VA
Newport News Public Library System	1044	Newport News, VA
Norfolk Public Library	1045	Norfolk, VA
Norfolk State University	1249	Norfolk, VA
Norris Library Foundation, Inc.	1247	Rutherfordton, NC
Northeast State Community College/ Wayne G. Basler Library	1046	Blountville, TN
Northern Virginia Community College	1132	Annandale, VA
Northumberland Public Library	1047	Heathsville, VA
Northwestern Regional Library	1165	Elkin, NC
Okeechobee County Public Library	1264	Okeechobee, FL
Orange County Public Library	1125	Hillsborough, NC
Orange County Public Library	1117	Orange, VA
Pamunkey Regional Library	1048	Hanover, VA
Patrick Henry Community College/ Lester Library	1049	Martinsville, VA
Paul D. Camp Community College	1151	Franklin, VA
Paul Sawyer Public Library	1266	Frankfort, KY
Pearisburg Public Library	1050	Pearisburg, VA
Pender County Public Libraries	1138	Burgaw, NC
Pendleton County Library	1183	Franklin, WV
Pendleton County Public Library	1261	Falmouth, KY
Perry Memorial Library	1223	Henderson, NC
Petersburg Public Library System	1051	Petersburg, VA
Piedmont Virginia Community College/ Betty Sue Jessup Library	1102	Charlottesville, VA
Pittsylvania County Public Library	1052	Chatham, VA
Polk County Library Cooperative	1267	Bartow, FL

Polk County Public Library	1184	Columbus, NC
Poquoson Public Library	1053	Poquoson, VA
Portsmouth Public Library	1127	Portsmouth, VA
Powhatan County Public Library	1088	Powhatan, VA
Prince William Public Library System	1054	Prince William, VA
Public Library of Johnston County & Smithfield	1160	Smithfield, NC
Pulaski County Library	1055	Pulaski, VA
Radford Public Library	1056	Radford, VA
Raleigh County Public Library	1259	Beckley, WV
Randolph County Public Library	1221	Asheboro, NC
Randolph-Macon College/McGraw Page Library	1058	Ashland, VA
Rappahannock Community College	1097	Warsaw, VA
Richmond Public Library	1108	Richmond, VA
Richmond Public Schools	1237	Richmond, VA
Ritchie County Public Library	1177	Harrisville, WV
Roanoke City Public Library	1109	Roanoke, VA
Roanoke County Public Library	1059	Roanoke, VA
Robeson County Public Library	1164	Lumberton, NC
Rockbridge Regional Library	1120	Lexington, VA
Rowan Public Library	1150	Salisbury, NC
Russell County Public Library	1061	Lebanon, VA
Salem Public Library	1063	Salem, VA
Sampson-Clinton Public Library	1137	Clinton, NC
Samuels Library	1064	Front Royal, VA
Scotland County Memorial Library	1222	Laurinburg, NC
Scott County Public Library	1262	Georgetown, KY
Selma Public Library	1166	Selma, NC
Shenandoah County Library	1179	Edinburg, VA
Sheppard Memorial Library	1182	Greenville, NC
Smyth-Bland Regional Library	1066	Marion, VA
Southern Pines Public Library	1158	Southern Pines, NC
Southern Virginia University/ Von Canon Library	1204	Buena Vista, VA
Southside Regional Jail Library	1187	Emporia, VA
Southside Virginia Community College	1203	Keysville, VA
Southwest Virginia Community College	1067	Cedar Bluff, VA
Spindale Public Library	1163	Spindale, NC
Stanly County Public Library	1195	Albemarle, NC
State Library of North Carolina	1248	Raleigh, NC
Staunton Public Library	1068	Staunton, VA
Suffolk Public Library	1069	Suffolk, VA
Sullivan County Public Library	1070	Blountville, TN
Tazewell County Public Library	1071	Tazewell, VA
Temple Rodef Shalom Library	1257	Falls Church, VA

Tennessee State Library & Archives	1199	Nashville, TN
Thomas Nelson Community College	1072	Hampton, VA
Tidewater Community College	1100	Norfolk, VA
Transylvania County Library	1156	Brevard, NC
Union County Public Library	1140	Monroe, NC
University of Virginia's College at Wise/Wyllie Library	1124	Wise, VA
Upshur County Public Library	1244	Buckhannon, WV
Vienna Public Library	1192	Vienna, WV
Virginia Beach Public Library	1073	Virginia Beach, VA
Virginia Department of Corrections- All Facilities	1201	Richmond, VA
Virginia Highlands Community College	1075	Abingdon, VA
Virginia State University/ Johnston Memorial library	1198	Petersburg, VA
Virginia Western Community College	1077	Roanoke, VA
Warren County Memorial Library	1217	Warrenton, NC
Washington County Public Library	1078	Abingdon, VA
Wayne County Public Library	1168	Goldsboro, NC
Whitley County Public Library	1215	Williamsburg, KY
Williamsburg Regional Library	1080	Williamsburg, VA
Wilson County Public Library	1162	Wilson, NC
Wythe-Grayson Regional Library	1098	Independence, VA
Wytheville Community College Library	1082	Wytheville, VA

ATTACHMENT E

Small Business Subcontracting Plan

Definitions

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

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

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

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

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

Bidder Name: Demco, Inc

Preparer Name: Kristopher L Snow Date: 5-23-16

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions

of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A

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

Certification number: N/A Certification Date: _____

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
See attached letter					
Totals \$					



Page 48 of 52

May 23, 2016

Library of Virginia, on behalf of MALIA
Carolea Newsome, Contract Administrator
Univ of VA's College at Wise, John Cook Wyllie Lib
One College Ave.
Wise, VA 24293

Record of Good Faith Effort to work with Minority, Small Business Enterprises Participation

Dear Ms. Newsome,

Demco, Inc. is requesting we be considered having made a good faith effort for the Minority and Small Business Participation due to the following:

- We are a distributor and manufacturer located in Wisconsin, we do not subcontract our services
- We base our product offering on the Market demand and maintain in our database information on the status of our vendors in regards to their status of Small, Women and/or Veteran Owned. Annually we reconfirm with all of our vendors any status change of M/WBE status. Attached you will find a sampling of the vendors we work with. In this proposal the items to be supplied are not product specified.
- Our everyday business practices see a 24% SBE participation against our overall business. This includes all direct and indirect costs.

Demco, Inc. will continue to make every effort to ensure that small business enterprise concerns will have an equitable opportunity in the fulfillment of this contract.

Thank you for your consideration.

Sincerely,

Kristopher L Snow
Lead Contract Administrator
888.211.3072
contracts@demco.com



Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

Mailing Address
PO Box 7488
Madison, WI 53707-7488

Phone 608-241-1201
Fax 608-241-1799
Web demco.com

Affirmative Action Vendors

Small Business Suppliers:

Campus Crafts Attn: Greg Weinrieb PO Box 60650 Rochester, NY 14606	585-328-6780
Cramer, Inc. Attn: Cheryl Krecker 1222 Quebec St N Kansas City MO 64116	816-471-4433
High Point Furniture Industries, Inc. Attn: Ruth Laws 1104 Bedford St High Point, NC 27261	800-447-3462 X2222
Mayline Group Attn: Marlene Nighbor 619 N Commerce St Sheboygan WI 53081	920-457-5537 X329
Pacon Attn: Frank Verhagen 2525 North Casaloma Drive Appleton, WI 54913	920-830-5169
Paladin Caseworks Attn: Trisha Potter 1607 S Main St South Bend, IN 46613	674-233-8778
Tele-Media SFP, LLC DBA Systematic Filing Products, Inc. Attn: Sudhi Kamath 701 Montour Blvd Danville PA 17821	570-271-0810 X5
Wooden Mallet, Inc. Attn: Jennifer Slight-Hansen 2916 Idea Ave. Aberdeen, SD 57401	605-225-5081

Woman Owned Suppliers:

Campus Crafts 585-328-6780
Greg Weinrieb
PO Box 60650
Rochester NY 14606

Claridge Products & Equipment, Inc. 847-991-8822
Brian Spotts cert# CSW5257
Hwy 62 & 65 South
Harrison AR 72602

Russell Carroll Manufacturing, Inc. 919-779-2273 pending
Attn: Steve Matthews
2009 Carr-Pur Dr
Raleigh NC 27603

Trend Enterprises, Inc. 800-328-5540
Attn: Kay Fredericks
300 - 9th Ave. SW
P.O. Box 64073
ST. Paul MN 55164

Veteran Owned Suppliers:

High Point Furniture Industries, Inc 800-447-3462 X2222
Ruth Laws
1104 Bedford St
High Point NC 27261
(also Small Business)

REQUEST FOR PROPOSAL

Title: Library Supplies

Mid-Atlantic Library Alliance, Inc. (MALiA)

ATTACHMENT F

State Corporation Commission Form

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

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

_____ **-OR-**

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

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

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

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



Page 52 of 52

May 23, 2016

Library of Virginia, on behalf of MALIA
Carolea Newsome, Contract Administrator
Univ of VA's College at Wise, John Cook Wyllie Lib
One College Ave.
Wise, VA 24293

RE: Statement about SCC#

Dear Ms. Newsome,

Demco is a corporation under the laws of the State of Wisconsin and has no physical presence in the Commonwealth of Virginia; therefore we are not required to be authorized to transact business in the Commonwealth as a foreign business entity and have not been issued a SCC #.

We ask that you accept this statement as satisfying the requirement set forth under the Code of Virginia, §2.2-4311.2 subsection B.

Please feel free to contact me if you have any questions regarding this exemption.

Sincerely,
Demco, Inc.

Kristopher L Snow
Lead Contract Administrator
888-211-3072
888-320-0288
contracts@demco.com



Discount Pricing Agreement

Library of Virginia
Mid Atlantic Library Alliance
RFP 11-71500-02

Catalog Discount Code #C7A084

YOUR CONTRACT TERMS

Demco is pleased to offer you discounts for 2016-19! Please use discount code C7A084 on all your orders.

Your discounts are based on prices listed on our website at demco.com and will remain the same throughout the terms of this agreement.

DISCOUNT



\$75 Minimum order (after discount) required for all contract terms to apply

Demco Full Line Annual Catalog

- 15% off Supplies
- 7% off Learning Materials
- 7% off Equipment & Furniture

Demco Proprietary Furniture Products

(Project Based Business)

- 50% on Demco Proprietary Furniture Lines
(Use current price lists submitted in 2014)

SHIPPING



- Demco will pay regular FedEx Ground Service shipping costs on all stock orders over the minimum order requirement
- Transportation will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.
- Express parcel shipping is not included.

EXCLUSIONS



- Periodicals and subscription products
- Licensed Products including but not limited to: Dr. Seuss™, Garfield, Eric Carle™, Arthur® and Clifford

EXPIRES

06/30/2019

*For large quantity orders, or purchases over \$1,000, please contact the Demco Bid Team toll free 800.462.8709 or email quote@demco.com. You may be eligible for special bid pricing.

Discounts under this agreement cannot be used with bids, sale catalogs or other promotions. In the event a sale price is lower than your discounted price, you will be given the best price.

Thank you for your consideration. On behalf of Demco, we look forward to exceeding your expectations!

Kristopher L Snow
Lead Contract Administrator

Phone: 888.211.3072
Fax: 888.320.0288
Email: contracts@demco.com

HOW TO PLACE AN ORDER

Web: demco.com

Phone: 800.356.1200

Email: order@demco.com

Fax: 800.245.1329



DELIVERY

In stock items are delivered within 7-10 working days after receipt of order. Furniture and equipment may take 4-6 weeks to arrive, depending on vendor lead times.

PAYMENT TERMS

Net 30 days

REMITTANCE ADDRESS

billing@demco.com

Demco

P.O. Box 8048

Madison, WI 53708-8048

MAILING ADDRESS

Demco

4810 Forest Run Rd

P.O. Box 7488

Madison, WI 53707-7488

RETURNS & WARRANTIES

If you are not 100% satisfied with your order, email us at custserv@demco.com or call 800.962.4463 within 6 months of the invoice date for a prompt replacement, credit or refund. Special orders, custom products or furniture orders are not eligible for return unless you received defective or damaged products.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Julie Zimmerman		
	PHONE (A/C, No, Ext): 608-273-0655	FAX (A/C, No): 608-273-1725	
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WALLF-1			
INSURED DEMCO, Inc. 4810 Forest Run Road Madison WI 53707-7488	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Co.		41386
	INSURER B: Vigilant Insurance Company		20397
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 320174080 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35362931	11/1/2015	11/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		73239817	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	71706009	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

The Library of Virginia
800 East Broad Street
Richmond VA 23219

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LIBRARY OF VIRGINIA, ON BEHALF OF
MID-ATLANTIC LIBRARY ALLIANCE, INC. (MALIA)

Contract Renewal

Date: March 1, 2019
Contract: 11-71500-02
Renewal Number: 1
Issued By: Library of Virginia, on behalf of
Mid-Atlantic Library Alliance, Inc. (MALIA)
University of Virginia's College at Wise
One College Avenue
Wise, VA 24293
Contractor: DEMCO, Inc.
P. O. Box 7488
Madison, WI 53707-7488

This renewal Agreement is entered into pursuant to the basic Contract with the following changes:

PERIOD OF AGREEMENT: From July 1, 2019 through June 30, 2020 with one remaining annual renewal.

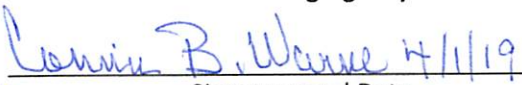
STATUS OF PERSONNEL: Carolea Newsome, has been designated as the Contract administrator.

Except for the changes provided herein, all other terms and conditions of the basic Contract remain unchanged and in full force and effect.

Contractor


Signature and Date
3.1.19
Kristopher L Snow, Contracts & Specialty Orders Facilitator

Name and Title (Printed)

Purchasing Agency


Signature and Date
4/1/19
Connie B. WARNER Deputy

Name and Title (Printed)



Discount Pricing Agreement

Library of Virginia

Mid Atlantic Library Alliance

RFP 11-71500-02

Catalog Discount Code #C7A084



YOUR CONTRACT TERMS

Demco is pleased to offer you discounts for 2019-2020! Please use discount code C7A084 on all your orders.

Your discounts are based on prices listed on our website at demco.com and will remain the same throughout the terms of this agreement.

<p>DISCOUNT</p> 	<p>\$75 Minimum order (after discount) required for all contract terms to apply</p> <p>Demco Full Line Annual Catalog</p> <ul style="list-style-type: none"> • 15% off Supplies • 7% off Learning Materials • 7% off Equipment & Furniture <p>Demco Proprietary Furniture Products (Project Based Business)</p> <ul style="list-style-type: none"> • 50% on Demco Proprietary Furniture Lines (Use current price lists)
<p>SHIPPING</p> 	<ul style="list-style-type: none"> • Demco will pay regular FedEx Ground Service shipping costs on all stock orders over the minimum order requirement. • Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders. • Express parcel shipping is not included.
<p>EXCLUSIONS</p> 	<ul style="list-style-type: none"> • Security products • Demco Software products • littleBits™ products • Demco exclusive products including but not limited to: Dr. Seuss™, Pete the Cat®️, Eric Carle™ and Mo Willems
<p>EXPIRES</p>	<p>06/30/2020</p>

*For large quantity orders, or purchases over \$2,000, please contact the Demco Bid Team toll free 800.462.8709 or email quote@demco.com. You may be eligible for special bid pricing.

Discounts under this agreement cannot be used with bids, sale catalogs or other promotions. In the event a sale price is lower than your discounted price, you will be given the best price.

Thank you for your consideration. On behalf of Demco, we look forward to exceeding your expectations!

Kristopher L Snow
Contracts & Specialty Orders Facilitator

Phone: 888.211.3072
Fax: 888.320.0288
Email: contracts@demco.com

HOW TO PLACE AN ORDER

Web: demco.com
Phone: 800.356.1200
Email: order@demco.com
Fax: 800.245.1329



DELIVERY

In stock items are delivered within 7–10 working days after receipt of order. Furniture and equipment may take 4–6 weeks to arrive, depending on vendor lead times.

PAYMENT TERMS

Net 30 days

REMITTANCE ADDRESS

billing@demco.com
Demco
P.O. Box 8048
Madison, WI 53708-8048

MAILING ADDRESS

Demco
4810 Forest Run Rd
P.O. Box 7488
Madison, WI 53707-7488

RETURNS & EXCHANGES

You may return or exchange a qualifying item* within 6 months of your invoice date. **Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective.** Anything that has been engraved or imprinted is not returnable.

Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call **800.962.4463** or email custserv@demco.com.

Note: Terms and conditions may change at any time.