



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

STANDARD CONTRACT LVA-MAT-22-007

This Contract entered by Cengage Learning, Inc., 27555 Executive Drive, Suite 350, Farmington Hills, MI 48331 hereinafter called the "Contractor" and Commonwealth of Virginia (Commonwealth) through the Library of Virginia, 800 East Broad Street, Richmond, Virginia 23219 on behalf of Mid-Atlantic Library Alliance, Inc. hereinafter called the "Library or LVA" and "MALiA".

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

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

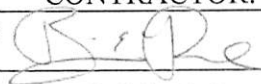
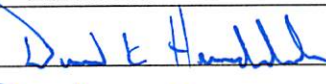
PERIOD OF PERFORMANCE: July 1, 2022 through June 30, 2025 with two one-year optional renewals.

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

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

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

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

CONTRACTOR:		LIBRARY	
Signature: 		Signature: 	
Title: VP Sales, Public & Consortia		Title: Deputy FAS	
Date: 4/11/2022		Date: 4/13/22	

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

800 East Broad Street
Richmond, Virginia 23219

www.lva.virginia.gov

804.692.3500 phone
804.692.3976 tty

**COMMONWEALTH OF VIRGINIA AGENCY
ADDENDUM TO CONTRACTOR'S STANDARD FORM**

AGENCY NAME: Library of Virginia on behalf of Mid-Atlantic Library Alliance, Inc. (MALiA)
ADDRESS: 800 East Broad Street Richmond, VA 23219
CONTRACTOR NAME: Cengage Learning, Inc.
ADDRESS: 27555 Executive Dr., Suite 350, Farmington Hills, MI 48331

TITLE OF ATTACHED FORM: Cengage Agreement for Gale Products and Services Terms and Conditions

The Commonwealth and the Contractor are this day entering into a contract, and for their mutual convenience, the parties are using the attached form agreement provided by the Contractor. Nevertheless, the parties agree that this Addendum is incorporated into and amends the form agreement, as provided below.

Notwithstanding anything in the attached form agreement, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed \$0.00 payments will be made only upon the Agency's receipt of a proper invoice detailing the goods/services provided. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. All actions of the Contractor relating in any way to Agency shall be as an independent contractor, and not as an agent or employee of the Agency.

The Contractor's form agreement is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the Commonwealth:

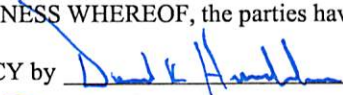
1. Requiring the Commonwealth to obtain or maintain any type of insurance;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the Contractor's form agreement shall prevail over this Addendum;
4. Requiring the Commonwealth to defend, indemnify or to hold the Contractor harmless for third party claims of any kind;
5. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
7. Requiring the Commonwealth to pay liquidated damages, or requiring the Commonwealth to make any payment for lost revenue or profits if the contract is terminated before its ordinary period;
8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned Agency representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned Agency representative;
9. Requiring the Agency to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;

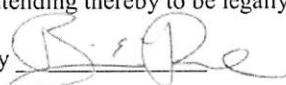
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor, or deeming the Commonwealth to agree to a modification by means other than affirmatively signing a modification agreement on paper;
13. Binding the Commonwealth to any arbitration process or decision;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth.
16. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned Agency to empower its contract officers to grant or incur on behalf of the Commonwealth, or requiring the Commonwealth to violate any applicable law or regulation.

In addition, the parties agree that the contract between them shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in Commonwealth contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

This contract, consisting of this Addendum and the attached form agreement, constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

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

AGENCY by 
 Title Deputy, FAS
 Date 4/13/22

CONTRACTOR by 
 Title Brian Risse, VP Sales - Public & Consortia
 Date 4/6/2022

The Agency does not discriminate against faith-based organizations.



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

FW: MALiA buyer questions FW: RFP: LVA-MAT-22-007

1 message

LeBlanc, Pamela <Pamela.LeBlanc@cengage.com>
 To: "Sconzo, Nancy" <nancy.sconzo@lva.virginia.gov>
 Cc: "Sullivan, Jacqueline" <Jackie.Sullivan@cengage.com>

Tue, Apr 5, 2022 at 2:13 PM

Hello Nancy,

Listed below are the responses to your questions. Please let me know if any of the responses require further explanation. I am happy to help. Thank you.

Attachment C, Page 33, Question 1 - Comments: Clarify if 10-70% discount rate applies just to 2+ copies, and copy 1 discount rate is firm 10%? **Discounts are provided based on quantity ordered, a firm 10% will be applied to all orders up to a maximum of 70%, which may include discounts for standing order plans, special promotions, series discounts, or titles going out of print.**

Standard Business Policies – page 1: Says discounts may change at any time with or without notice. Discount rates offered must remain in effect for life of contract. **Gale will deliver a firm 10% discount on all MALiA orders for the life of the contract for print titles with additional discounts up to 70% depending on the Gale imprint, standing order plans, special promotions, series discounts, or titles going out of print. Our standard print business policy informs customers discounts vary by Gale imprint catalog and may change at any time due to special promotions or plans offered or discontinued.**

The panel is requiring a contractor's addendum to be signed in reference to Cengage Agreement for Gale Products and Services Terms and Conditions. **Please forward the addendum for review.**

II Orders and Fulfillment - Page 25 – question 4 – e-book orders are within 24-48 hours once the order has been placed. Print orders are fulfilled within 2-4 weeks. Panel would like print orders to be fulfilled within 1 to 3 weeks. **We can change, the fulfillment period for print books to 1-3 weeks dependent on inventory at the time of ordering, orders with Library Processing we request 2-4 weeks for the processing.**



Pamela LeBlanc
 Contract Administrator

PHONE: 248.699.8465 | **CELL:** 800-877-4253 x- 18465

FAX: 1-800-414-5043

EMAIL: Pamela.LeBlanc@Cengage.com

WEB: gale.com

27555 Executive Dr., Ste. 350 | Farmington Hills, MI | 48331

Gale In Context: For Educators



From: "Sconzo, Nancy" <nancy.sconzo@lva.virginia.gov>
Date: April 4, 2022 at 8:21:39 AM EDT
To: "Risse, Brian" <Brian.Risse@cengage.com>
Subject: [EXTERNAL] RFP: LVA-MAT-22-007

Good Morning,

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

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

Attachment C, Page 33, Question 1 - Comments: Clarify if 10-70% discount rate applies just to 2+ copies, and copy 1 discount rate is firm 10%?

Standard Business Policies – page 1: Says discounts may change at any time with or without notice. Discount rates offered must remain in effect for life of contract.

The panel is requiring a contractor's addendum to be signed in reference to Cengage Agreement for Gale Products and Services Terms and Conditions.

II Orders and Fulfillment - Page 25 – question 4 – e-book orders are within 24-48 hours once the order has been placed. Print orders are fulfilled within 2-4 weeks. Panel would like print orders to be fulfilled within 1 to 3 weeks.

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

Thank you.

Nancy Sconzo, VCO, VCA

Contract and Procurement Manager

Library of Virginia

804-692-3710

[800 East Broad Street](#)

[Richmond, VA 23219](#)

Nancy.Sconzo@lva.virginia.gov



PROPOSAL FROM CENGAGE LEARNING, INC.
GALE BOOKS AND VIRTUAL REFERENCE LIBRARY

Library of Virginia, on behalf of
Mid-Atlantic Library Alliance (MALiA)
RFP #LVA-MAT-22-007
Library Books, Music and Video
Due: March 3, 2022

Gale Representatives:

Jackie Sullivan, Director, Consortia East
P > 703-455-5845 office | 703-623-7484 mobile
E > jackie.sullivan@cengage.com

Pamela LeBlanc, Contract Administrator
P > 248-699-8465
E > Pamela.LeBlanc@Cengage.com



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27555 Executive Drive, Suite 350
Farmington Hills, MI. 48331

March 2, 2022

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

RE: RFP #LVA-MAT-22-007 Library Books, Music, and Video

Dear Ms. Sconzo:

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

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

Gale has been a premiere educational publisher for 65 + years and partnerships with over 100,000 libraries worldwide that have informed and shaped award-winning library resources and services. Our customers enjoy accurate and authoritative reference content in an unparalleled collection of archival microform, primary source materials, and over 600 databases that are published online, in print, as eBooks, and in microform.

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

Gale Print Publications

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

Gale has decades of experience engaging readers of all ages and abilities with outstanding reference collections and large print novels and non-fiction. Gale's Thorndike Press has been a leader for nearly 40 years, offering libraries large print best sellers and bestselling authors – from genre fiction to biography, history, and lifestyle. There are

many people who can benefit from large print, from youth to adults. It's an effective literacy intervention tool for those struggling to get their reading on track. And it's an easy-to-read format for seniors or anyone with a visual impairment.

Consultation

Gale Library Consultants can provide you with valuable advice for collection development and engagement, services to the aging, and reader's advisory. Gale Library Consultants offer an average of 10 years' experience that can be shared to help advance the interests of large and small libraries. Gale Consultants also provide time-saving resources and services, such as information on titles and publication dates to help busy librarians ensure they have the most comprehensive LP collection. Our consultants also provide training on the use of librarian resources like GaleAdmin and SupportGale.com, which include marketing and branding tools that help librarians engage readers of all ages and demographics.

Gale eBooks

Gale eBooks is a visually engaging eBook platform that allows users to cross-search authoritative reference works and monographs on multidisciplinary subjects. By surfacing content at the individual article level, Gale eBooks helps users easily traverse their library's collection to target the exact information they need. Designed to be a single source for reference, nonfiction, and monographs, Gale eBooks meets the needs of students, researchers, professionals, and general readers. Gale eBooks offers more than 19,000 authoritative, full-text titles—from Gale and over 150 of premier publishing partners—within 18 subject areas researchers' study most. Gale's unlimited user access model allows any and every patron access to the eBook collection at the same time, thus eliminating checkouts or holds. All titles are DRM-free allowing users to download, print, save, and share an unlimited number of eBook articles and chapters. Gale recognizes that patrons have different learning styles and delivers flexibility to meet varied needs within Gale eBooks. Other benefits include the ability to optimize search results, easily share links to embed content, and customize your collection.

Our Gale eBooks and electronic database content is derived through direct investment in proprietary publishing with partners like Smithsonian Collections, Library of Congress, The British Library, Harvard University Libraries, National Library of Scotland, Yale University Libraries, Associated Press, and National Geographic. Our e-resources have received more than 124 total awards in the last ten years for resources such as Gale eBooks and In Context databases.

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

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

Kind regards,



Pamela LeBlanc
Contract Administrator
Pamela.LeBlanc@Cengage.com | 248-699-8465

Attachments

REQUEST FOR PROPOSAL (RFP)

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

Title: Library Books, Music, and Video

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

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

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

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

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

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

DSBSD-certified Small Business No. Type text here

Name And Address Of Firm:

Cengage Learning, Inc.
27555 Executive Dr. Suite 350
Farmington Hills, MI. Zip Code:48331

Date: 3/2/2022
By: [Signature]
(Signature In Ink)
Name: Brian Risse

eVA Vendor ID or DUNS #: VS0000018000
Fax Number: (800 414-5043
E-mail Address: Brian.Risse@Cengage.com

(Please Print)
Title: SVP, Public Library & Consortia Sales
Telephone Number: (800 877-4253

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

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

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

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

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

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

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

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

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

This RFP covers the following five categories of library materials:

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

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

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

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

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. ESTIMATED TIMELINE

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

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

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

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

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

LATE RESPONSES WILL NOT BE ACCEPTED.

2. **PROPOSAL PREPARATION:**

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

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

3. ORAL PRESENTATION:

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

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

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

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

RFP Reference	Evaluation Criteria	Max Possible Score
Attachment A Offeror Data Sheet, Attachment B Service Requirements, I	Company Data	15
Attachment B Service Requirements, II	Orders and Fulfillment	15
Attachment B Service Requirements, III	Invoices and Payment	10

Attachment B Service Requirements, IV	Overall Cost Considerations	20
Attachment B Service Requirements, V	Customer Service	20
Attachment E Small Business Subcontracting Plan	SWaM	20
	TOTAL	100

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

VI. REPORTS:

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

B. Use of Subcontractors

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

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

C. Report on the Participation of Small Businesses and Businesses Owned by Women and Minorities

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

The Contractor shall provide this information electronically to:

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

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

VII. PREPROPOSAL CONFERENCE: Not applicable

VIII. GENERAL TERMS AND CONDITIONS

A. **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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative

Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **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 (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

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

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

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

- G. **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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

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

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

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 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.

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

- R. **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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction

contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

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

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, 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.

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

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

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

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

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

IX. SPECIAL TERMS AND CONDITIONS

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

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

- H. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- I. **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.
- J. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and

held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

K. **CONTINUITY OF SERVICES:**

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

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

M. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

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

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

- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The

contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution annual reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. **Prime Contractor Subcontractor Reporting:**

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on annual basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on annual basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

P. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

Q. **CONFIDENTIALITY (Contractor):** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency and its designees, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

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

X. ATTACHMENTS:

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

ATTACHMENT A

OFFEROR DATA SHEET - MUST BE FILLED OUT

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

- 1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
- 2. **Vendor's Primary Contact:**
Name: Pamela LeBlanc Phone: 800-877-4253 X 18465
- 3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
68 Years Months
- 4. **Vendor Information:** eVA Vendor ID or DUNS Number: VS0000018000

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is serving, has serviced, or has provided similar good. Include the length of service and the name, address and telephone number of the point of contact.

- A. Company: Appomattox Regional Library System Contact: Carol Farmer
Email: cfarmer@arls.org
Project: Print and Ebook
Dates of Service: 1990-2022 \$ Value: Customer confidential; please contact reference for budget questions
- B. Company: Boone County Public Library Contact: Teresa Sayers
Email: tsayers@bcpl.or
Project: Print/Ebook/Electronic Resources
Dates of Service: 1990-2022 \$ Value: Customer confidential; please contact reference for budget questions
- C. Company: Norfolk Public Library Contact: Sean Bilby
Email: sean.bilby@norfolk.gov
Project: Print/Ebook/Electronic Resources
Dates of Service: 1990-2022 \$ Value: Customer confidential; please contact reference for budget questions
- D. Company: Prince William Public Library System Contact: Kirk Johnson
Email: Kijohnson@pwcgov.org
Project: Print books
Dates of Service: 1992-2022 \$ Value: Customer confidential; please contact reference for budget questions

I certify the accuracy of this information.

Signed:  Title: Contract Administrator Date: 3/2/2022

ATTACHMENT B

Service Requirements Deemed Important in Consideration of Contractor Selection

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

I. COMPANY DATA

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

Gale is a world leader in e-research and educational publishing for schools, libraries, and businesses. The distinction between Gale and other aggregators is experience as a publisher and 63 + year history of partnerships with over 100,000 libraries worldwide. As a division of Cengage Learning, Gale resources and services draw from both the technical and organizational strength of the larger organization. This structure helps Gale to minimize expenses for overhead and expertise with ultimate savings to our partner libraries. For over six decade, Gale has partnered with over 100,000 libraries around the world to promote the discovery of information by all people, for all purposes. Gale provides original and hand-curated content, as well as the modern research tools necessary to create equitable access to libraries and learning. We presently have over 30 state or multi-state consortia contracts and contracts with GSA and FedLink. Our state of the art printing and distribution facility is model for international best practice, producing print publications for our Gale, partner imprints, and other publishers.

2. What is the vendor’s total staff size and where are they located? 3,500text here

Waterville, ME
Boston, MA
Farmington Hills, MI
Mason, OH
Temecula, CA
Independence, KY
Raleigh, NC

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

Public 8,855 Academic 3,506 School 30,227 Special 8,844

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

Our company is a world leader in academic, reference and research materials worldwide. you may discern the financial strength of our organization by reviewing audited financial statements, inclusive of the Gale division, available at <https://www.cengagegroup.com/investors/> . Gale offers a highly efficient and effective technical infrastructure modeled and managed on intentional best practices for functionality and security. Databases (inclusive of hosted ebooks) are managed with efficiency to optimize collections for evolving needs of libraries-and the constituencies served by the libraries with broad and focused content. Technical support and customer services are based in the U.S. for optimum communications that create outstanding service.

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

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

6. If vendor will be supplying **Print Books**:

- a. Approximate number of print book publishers/distributors the vendor can supply:
Reference: 9,480; Circulating Trade: 5,520
- b. Approximate number of print book titles the vendor currently supplies: 15,000
- c. Types of print books the vendor can supply (check all that apply):

- Fiction Large Print

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

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

- Children
- Young Adult
- Adult

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

Gale stock consists of approximately 15,500 active individual titles, with a total of approximately 6.5 million units. We operate an advanced printing and fulfillment operation in Independence, KY. This operation is central to our management and preparation of products within an approved portfolio of pre-press vendors and printers within strict buying guidelines and pricing agreements. Together with leading providers of print-on-demand technology, we have implemented print-on-demand services that enable us to efficiently produce certain print products. Fulfillment—We execute our fulfillment and distribution functions primarily from Independence, Kentucky. By making use of modern distribution systems and materials-handling technologies, we have created efficiencies and reduced operating costs.

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

Gale offers a variety of acquisitions options to include firm order, standing order/continuations, and approval plans to make it easy to stock your shelves. For Gale print reference title standing orders, the library automatically receives each new volume or edition upon publication. Large Print standing order plans ship monthly or quarterly depending on the plan chosen with free shipping and books delivered fully processed – just unpack and shelf. No contract, no lock-in, and 100% guarantee on all books. Large Print standing order plans <https://www.gale.com/thorndike/standing-order-plans>

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

Gale provides book processing at no additional charge to our customers. Please see the attached Gale Print Business Policies for more information about the full services we include with your purchase of Gale Print Publications. Gale eBooks also include comprehensive services and support at no additional cost beyond purchase. These include technical solutions services around the clock from US-based locations. We also support the investment in your Gale eBook collections with on-demand training services, marketing materials, usage statistics and other resources available through the Gale Admin dashboard, custom virtual bookshelves, Gale Pages - custom web pages, and Customer Success Manager support for librarians who would like assistance or support with usage analytics, program development, promotion of collections, and more (no sales functions).

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

a. Approximate number of e-book publishers/distributors the vendor can supply: 336

b. Approximate number of e-book titles the vendor currently supplies: 33,047

c. Types of e-books you can supply (check all that apply):

- Fiction
- Nonfiction
- Current/Popular
- Reference

- Non-English Language
- Graphic Novels
- University Press
- Other: _____

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

- Children
- Young Adult
- Adult

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

- EPUB
- PDF
- Other: _____

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

- Yes
- No

If Yes, describe:

g. Do vendor e-books have accessibility features that enable them to be read as audio, Braille, or large print by library patrons with sight disabilities?

- Yes
- No

If Yes, describe:

ReadSpeaker text-to-speech technology allows audio files to be downloaded and saved onto any mobile device and read aloud in nearly 25 languages.
Adjustable Text Size: Allows users to change a document's text size for increased readability.

Gale eBooks meet Level A and AA checkpoints and conform to Section 1194.22 and WCAG 2.1 A & AA priorities with few or no exceptions. The interface supports assistive software and devices including large print interfaces, voice activated input, alternative keyboard or pointer interfaces. Additionally, the product supports Apple and Android mobile assistive technology. Any limited exceptions are described in Gale eBooks VPAT <https://assets.cengage.com/gale/vpat/gvrl.pdf>.

h. Describe any license, download, print, or other e-book usage/access restrictions that apply. Specify the limit on the number of users that can access an e-book at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

Gale Virtual Reference titles are sold for unlimited, simultaneous access and perpetual use; hosting fees are charged by site and fees may be discounted for multiple sites. Access is available 24/7, and unlimited downloads. The following authentication methods are available; Library IP (Library IP Ranges), Proxy by IP, Library Barcode Regex (static number and length), Password, Open Athens, and SSO via Microsoft/Google

i. Are copies of vendor e-books maintained on a dark archive that can be accessed if the hosting

platform ceases to exist?

Yes
 No

If No, describe how a library will access its purchased e-books if the platform ceases.

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

Gale offers Standing Orders/continuations that make it easy to stock your (real and virtual) shelves, as well as on demand titles
For Gale eBook standing orders, the library automatically receives each new volume or edition upon publication.

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

Gale's LTI 1.0 certification means schools can access Gale resources within any learning management system (LMS) that supports LTI 1.0. Incorporating Gale resources into an LMS expands access and increases student discovery from within the classroom. Optimized integration with popular platforms and providers, like Canvas and Schoology, allows for the embedding of links or documents directly into assignments, discussions, and more. Gale resources are also compatible with Moodle and Blackboard.
Gale provides many services related to our GVRL (ebooks), including customized virtual bookshelves, MARC records, usage reports, Google integration, Microsoft integration, text to speech, translation features, download, citations, bookmarks, and much more. Please visit www.gale.com/GVRL for more information.

- 8. If vendor will be supplying **Audiobooks**: **N/A**

- a. Approximate number of audiobook publishers/distributors the vendor can supply: **N/A**

- b. Approximate number of audiobook titles the vendor currently supplies: **N/A**

- c. Types of audiobooks the vendor can supply (check all that apply): **N/A**

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

- d. Types of audience the vendor can supply (check all that apply): **N/A**

Children
 Young Adult
 Adult

- e. What audiobook file formats can the vendor supply? (check all that apply): **N/A**

MP3
 Other: _____

f. Do vendor audiobooks require specific software or listening devices? **N/A**

Yes

No

If Yes, describe:

g. Describe any license, download, or other digital audiobook usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming audiobook at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

N/A

h. Are copies of vendor digital audiobooks maintained on a dark archive that can be accessed if the hosting platform ceases to exist? **N/A**

Yes

No

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

N/A

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

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

N/A

9. If vendor will be supplying **Music**: **N/A**

a. Approximate number of music publishers/distributors the vendor can supply: **N/A**

b. Approximate number of music titles the vendor currently supplies: **N/A**

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

CD

Downloadable music

Streaming music

Print music (e.g. scores, sheet music)

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

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

- Children
- Young Adult
- Adult

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

- MP3
- Other: _____

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

- Yes
- No

If Yes, describe:

g. Describe any license, download, or other digital music usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming music title at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

N/A

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

- Yes
- No

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

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

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

Ang that is generated by the customer can be emailed to us

10. If vendor will be supplying **Video**: **N/A**

a. Approximate number of video publishers/distributors the vendor can supply: **N/A**

b. Approximate number of video titles the vendor currently supplies: **N/A**

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

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

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

- Children
- Young Adult
- Adult

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

- Yes
- No

If Yes, describe:

f. Describe any license, download, or other digital video usage/access restrictions that apply. Specify the limit on the number of users that can access a digital/streaming video title at the same time, if applicable, and the authentication methods available to restrict access to library patrons.

N/A

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

N/A

hosting platform ceases to exist? **N/A**

Yes

No

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

N/A

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

N/A

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

N/A

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

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

II. ORDERS AND FULFILLMENT

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

There are several ways member libraries can place orders; Contacting their Sales Consultant, online via My Account or emailing gale.orders@cengage.com. Library members will want to reference the MALiA contract# at the time of placing an order to ensure contract discounts will be applied. Orders can be tracked by contacting Gale.Customerservice@Cengage.com, and through Gale MyAccount using their invoice number.

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

The process MALiA library members will want to follow to receive the vendor's discount rate(s) is to identify at the time of ordering that they are using the MALiA agreement. Discounts will be applied at the time the order is placed.

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

Yes
 No

Remarks:

4. What is your average order fulfillment time?

The average fulfillment period for Ebook Orders are within 24-48 hours once the order has been placed. Print orders are fulfilled within 2-4 weeks on average.

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

Yes
 No

Remarks:

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

Ebook orders once placed cannot be cancelled. Ebooks are a one time purchase that the customer owns.
Print titles: The customer has 30 days from the date of invoice to return the titles they purchased if they do not meet their needs. Gale does not pay for return shipping unless the return is due to a Gale error. The product must be returned undamaged via traceable means. No credit is issued for damaged or out-of-print products (books processed by a library are considered intentionally damaged). A full credit is issued for any item sent by Gale in error or in damaged/defective condition. For damaged/defective books, the title page is returned and the customer is sent a replacement. Returns are processed within 6-8 weeks.

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

9. A packing slip shall accompany each physical shipment.

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks: [Print orders can be rushed, dependent on availability. overnight shipping charges would apply](#)

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

Order returns
 Order exchanges
 Order credits

Remarks: [Please see Standard Print Business Policy document. \(See Attached\)](#)

13. Describe how MALiA libraries will submit claims and find out status.
[MALiA libraries would contact Gale.Customerservice@Cengage.com to submit a claims and find out status of the claim.](#)

14. Within how many days of receipt will claims be processed by the vendor, and what is the vendor’s average turn-around time for resolution?
[The claim will be processed when the shipment is received in our warehouse. The turn-around time can take 4-6 weeks.](#)

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

Yes

No

Remarks: Our systems do not support an online order transfer from the local libraries acquisition systems.

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

Yes

No

Remarks:

III. INVOICES AND PAYMENT

1. Within how many days after the vendor receives an order should a MALiA library expect an invoice? [Once the order is placed the customer can expect an invoice within 24-72 hours.](#)

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

[We invoice ebooks as soon as the order has been entered into our billing system, generally within 24 hours. We would invoice the complete order if all the titles are available. If there are any not yet published titles in the order we would invoice once they release. Print titles are invoiced once the order has been transmitted to the warehouse. Gale will invoice the full order if all the titles are available. If there are some titles in the order that are not yet published, Gale would invoice the titles as soon as the titles release.](#)

3. Describe invoice customizations available to MALiA libraries.

[Gale would work with the customer to create a manual custom invoice as needed based on the customers specifications.](#)

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

Print-only

Electronic-only

Both print and electronic

Remarks: [Gale can email an invoice electronically at the customers request, a print invoice is mailed automatically.](#)

5. Provide a sample invoice that shows how discounts, credits, and service charges appear. If special invoice codes are used, provide a code translation reference. [Please see sample invoice included below.](#)

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

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

Yes
 No

Remarks:

IV. OVERALL COST CONSIDERATIONS

1. On Attachment C, "Offeror Discount Pricing Sheet," list the discounts the vendor will provide to MALiA libraries during the contract period. [Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. \(see Standard Print Business Policies, Attached\)](#)

2. Describe the vendor's service charges, and how they are calculated or vary depending on type of service.
[No additional service charges would apply.](#)

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

Yes
 No

Remarks:

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

Yes
 No

Remarks: [If a copy of a print book has been damaged, or lost in shipment and we do not have a replacement copy, we will credit the customer.](#)

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

Yes
 No

Remarks:

[If the item was damaged during shipment Gale will replace the damaged item and shall cover return shipping. Gale Customer Service Will provide a return label to send to the customer.](#)

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

Yes
 No

Remarks:

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

Return shipping charges would apply. The customer would be credited for the full amount of the order.

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

>Ebooks are a one-time purchase that the customer owns, they are downloaded onto the customers Gale Ebook platform, we do not credit Ebooks

>Customers are allowed 30 days from invoice date for full credit. This is also stated on the invoice, marketing materials and Gale's web site.

>Gale does not pay for return shipping unless the return is due to a Gale error.

>Product must be returned undamaged and shipped via traceable means.

>No credit is issued for damaged or out-of-print products (books processed by a library are considered intentionally damaged).

>Full credit iser sent a replacement. We do not credit Gale Ebooks, they are a one-time purchase and are downloaded on the customers Gale Ebook platform they can't be returned.

9. Specify any one-time or recurring charges for electronic/digital hosting, access, setup, or ongoing support.
Ebook purchases have an annual platform hosting fee that is billed each year.

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

The only recurring fee is the Ebook platform hosting fee, there are no other fees that would be charged.

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

Yes
 No

Remarks:

V. CUSTOMER SERVICE

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

Eastern Time Zone

Contact the Gale Customer Experience team: M-F 8 a.m. - 5 p.m.

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

Our Gale Customer Service Department consists of 5 employees. Gale is a very customer focused organization. Other areas of support includes but not limited to our Customer Success Managers, assisting their customers with Ebook support, and our Information Technology Department assisting with technical issues. We also have our Gale website, where our customers can find product tutorials, training videos, and webinars.

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

Toll-free phone#: 800-877-4253 Option 3
 Fax#: 877-363-4253
 Email address: gale.customerservice@cengage.com
 Mail address: 27555 Executive Dr., Suite 350, Farmington Hills, MI 48331
 Website address: www.gale.com
Chat: N/A

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

Yes
 No

Remarks:

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

Along with our Gale Customer Service we offer other forms of support and service for our customers. Our support site on Gale.com offers product support, a training center where customers can access training videos, webinars, training tools, and webinars along with marketing materials. <https://support.gale.com/products/>

6. Provide a copy of the vendor's return policy. [See Standard Print Business Policy \(attached\)](#)

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

[We send out Marketing emails notifying customers of new products, and title releases. In addition to the Marketing emails, the Sales Consultant will also update the customer with new product information.](#)

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

Manage account profile
 View billing/payment activity
 Place and track orders
 Cancel orders
 Request quotes
 Submit claims
 Request/review invoices
 Look up titles
 Look up prices of materials and services
 Report problems/issues
 Run user reports
Other: _____

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

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

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

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

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

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

Yes
 No

Remarks:

We will be able to provide the reporting as required above based on MALiA libraries citing the contract at the time of order.

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

Yes
 No

Remarks:

ATTACHMENT C

OFFEROR DISCOUNT PRICING SHEET

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

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

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

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

I. PRINT BOOKS

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

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Trade Hardcover	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Trade/Quality Paperback	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Mass Market Paperback	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Prebound	N/A	N/A		
Publishers' Binding	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Special Edition Binding	N/A	N/A		
Reinforced Binding	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Current/Popular	N/A	N/A		
Reference	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Large Print	10%	10% +	N/A	Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)
Non-English Language	N/A	N/A		
Graphic Novels	N/A	N/A		
University Press	N/A	N/A		
Other - List Below:				

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

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

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

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

Yes
 No

If Yes, describe: Discounts range from 10-70% which may include Standing Orders, special promos, or titles going out of print. (see Standard Print Business Policies, Attached)

4. Describe other discounts for print books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above. [Please see response to question #3 above.](#)

II. ELECTRONIC BOOKS

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

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Fiction	10%	N/A	N/A	10% (Gale imprints only; contact us for 3rd party discounts available)
Nonfiction	10%	N/A	N/A	10% (Gale imprints only; contact us for 3rd party discounts available)
Other - List Below:				

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
MARC Record - Standard	N/A	N/A		Marc Records are included with the Ebook purchase no additional charge added.
MARC Record - Custom	N/A	N/A		
Other - List Below (if package, specify components included):				

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

Yes
 No

If Yes, describe: ? [Gale has a tiered discount structure for our 3rd party titles based on quantity purchased by imprint](#)

4. Describe other discounts for electronic books and/or related services that the vendor will offer in addition to those specified in questions 1 through 3 above. Type text here
[See response to question #3 above.](#)

III. AUDIOBOOKS

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

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

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

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below <i>(if package, specify components included)</i> :				

3. Will the vendor offer audiobook volume purchasing discounts? N/A

Yes
 No

If Yes, describe:

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

IV. MUSIC

1. Specify the music discount rates the vendor will offer. In Comments, specify discount conditions/restrictions/other, if applicable. [N/A](#)

Type	Discount Rate %		Minimum Order Amount, if any, for Discount Rate to Apply	Comments
	1 Copy	2+ Copy		
Music CD				
Downloadable music				
Streaming music				
Print music (e.g. scores, sheet music)				
Current/Popular				
Classical				
International				
Other - List Below:				

2. Specify the music cataloging/processing pricing the vendor will offer. In Comments, specify pricing conditions/restrictions/other, if applicable. [N/A](#)

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

Type	Discount / Pricing		Minimum Order Amount, if any, for Discount/Pricing to Apply	Comments
	Attached	Unattached		
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below <i>(if package, specify components included)</i> :				

3. Will the vendor offer music volume purchasing discounts? **N/A**

Yes
 No

If Yes, describe:

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

V. VIDEO **N/A**

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

conditions/restrictions/other, if applicable. N/A

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

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

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

Type	Discount / Pricing	Minimum Order Amount, if any, for	Comments
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	Attached	Unattached	Discount/Pricing to Apply	
Date Due Slip				
Pocket				
Catalog Card Set				
Circulation Card				
Theft Detection				
RFID Tag				
Bar Code Label				
Custom Label				
Spine Label				
Label Protector				
Property Stamping				
Property Label				
Other - List Below (if package, specify components included):				

3. Will the vendor offer video volume purchasing discounts? **N/A**

Yes

No

If Yes, describe:

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

ATTACHMENT D

MALIA MEMBER LIBRARIES AS OF JANUARY 1, 2022

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

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

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

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

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

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

ATTACHMENT E – MUST BE COMPLETED

Small Business Subcontracting Plan

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

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

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

Bidder Name: Cengage Learning, Inc.

Preparer Name: Pamela LeBlanc **Date:** 2/28/2022

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

Instructions

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

Section A

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

Certification number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____

Contact Name: _____ SBSB Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

ATTACHMENT F - MUST BE COMPLETED

Virginia State Corporation Commission (SCC) registration information.

The offeror:

is a corporation or other business entity with the following SCC identification number:
F170017 **-OR-**

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

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

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

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

ATTACHMENT H - URFP Checklist

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

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



STANDARD PRINT BUSINESS POLICIES

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

Shipping

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

Library Processing

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

Prices and Discounts Guarantee

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

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

Payment Terms

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

Assignment

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

Vendor Non Performance

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

Catalogs

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

Order Delivery Timeframe

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

Approval Policy

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

To Place an Order

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

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

Credit card orders (VISA, MasterCard, American Express and Discover) and prepaid orders with a check may be placed by remitting to:

Cengage Learning, Inc.
P.O. Box 936754
Atlanta, GA 31193-6754

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

Gale Print Order Support
27555 Executive Drive, Suite 350
Farmington Hills, MI 48331-3535
Phone: 800-877-GALE (4253) Press 2

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

Wells Fargo
3585 Atlanta Avenue, Hapeville, GA 30354-1705
P.O. Box 936754, Atlanta, GA 31193-6754
Account # 4437861156; ABA Routing # 121000248

Invoices

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

Customer Service

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

Fax: 877.363.GALE (4253)

E-mail: gale.customerservice@cengage.com

Customers Outside of the U.S. & Canada

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

Technical Support Services

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

E-mail: gale.technicalsupport@cengage.com

Gale's Order Center

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

Return Policy

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

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

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

Returns Credit Policy**General Terms**

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

No Credit Conditions

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

Stock

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

Delivery Times

Please specify delivery times at the time of order.

Stock Unavailability Notices

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

Packing Slips & Invoices in Alphabetical Order

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

Shipment Information

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

www.gale.com/schools

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

Gale Discount Programs by Imprint

Imprint	Disaster Discount	Foundation Opening	Librarian's Choice	Standing Order
Five Star	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% on over \$10,000	15% for 24 books/year 18% for 48 books/year 20% for a minimum of 100 titles/year	25% for either 2 or 4 titles from Five Star Special Plans
UXL	50% on previously purchased titles	10% on UXL over \$1,000 20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% on over \$10,000		15% on each new title
Thorndike Press (Imprints include Wheeler Publishing, Large Print Press, Kennebec Large Print, and Striving Reader)	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% on over \$10,000	15% Program 1 (24/year) 18% Program 2 (48/year) 20% Program 3 (100/year)	Discount varies from 15-45% dependent on the plan/imprint chosen
Gale General Catalog	50% on previously purchased titles	10% on UXL and Oceano over \$1,000 20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% on over \$10,000		Premium Plan: 25% & 10 free eBooks Basic Plan: 15% First Time Plan: 30%



Library Processing Support

1-800-877-4253, Phone

1-877-363-4253, Fax

Karen Whyte,

Library Processing Rep - ext. 8718

Peggy Williams,

Order Support Services Manager -ext. 8859

Gale Cengage Learning Cataloging and Processing Service

Ordering Information

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

Turn-around timing

Library processing must be requested with your order.

Unattached processing – Allow up to two weeks.

Attached processing - Allow two to four weeks.

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

BILL TO:

Gale Account # _____

Institution _____

Address _____

City/State/Prov. _____

ZIP/Postal Code/Country _____

Attention _____

Phone _____

Fax _____

E-mail _____

Criteria

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

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

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

Library of Congress Classification is not available at this time.

SHIP TO:

Gale Account # _____

Institution _____

Address _____

City/State/Prov. _____

ZIP/Postal Code/Country _____

Attention _____

Phone _____

Fax _____

E-mail _____

Gale Bundles

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

Unattached Processing Bundle I

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

Attached Processing Bundle II

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

Attached Shelf Ready Bundle III

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

Attached Shelf Ready Bundle IV

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

A la Carte Items

Spine Labels only

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

Property Label/Stamp

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

Cataloging & Packing

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

Book Covers

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

Security System Products

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

RFID tags

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

- Attached
- Unattached

Frequency Type: Check one

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

Call Number Specifications

Reference prefix above Dewey (**circle one**):

R Ref REF

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

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

Subject Headings

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

Other Specifics

CENGAGE AGREEMENT FOR GALE PRODUCTS AND SERVICES
TERMS & CONDITIONS

1. Product and Services, Uptime. Subject to the timely receipt of all required fees and conformance to the terms herein, Cengage shall make the Products and/or Services available for use by Customer's Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Products and/or Services on site; (ii) for schools and academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Products and/or Services on site; (iii) for other types of organizations and subscribers: employees, and independent contractors, in the capacity of their employment or engagement with the organization. The term Authorized Users excludes persons associated with corporate affiliates of the Customer unless those users are expressly identified in this Agreement. Cengage may with, or without notice, add, change, or remove features of the Products and/or Services, at any time. Cengage will use reasonable commercial efforts to ensure that the Products and/or Services are available on a monthly basis not less than 98.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of Cengage's reasonable control. As Customer's sole remedy for Cengage's failure to meet the monthly uptime requirement, at Customer's request, Cengage may provide a credit of the fee pro-rated for the month where service was interrupted, in Cengage's sole discretion.

2. Use of the Products and/or Services. Customer may permit its Authorized Users to access and use the applicable Products and/or Services for their individual, personal, non-commercial, educational, academic, and instructional use, only. Customer shall not use or transmit the Products and/or Services in any manner except as specifically authorized herein. Customer acknowledges and agrees that Authorized Users access to the Products and/or Services are conditioned upon their acceptance of, and subject to the Gale Terms of Use ("Terms of Use") and the Cengage Privacy Policy then in effect (each found at <https://www.cengage.com/legal/terms-gale>), and that failure or refusal to accept or abide by the Terms of Use will disenable access to the Products and/or Services. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and/or use of the Products and/or Services and prevent the "Prohibited Uses" defined in the Terms of Use and shall cooperate with Cengage to identify the source(s) of and, whenever possible, disable unauthorized access and/or Prohibited Uses promptly upon Cengage's request. Cengage may suspend Customer's and/or any Authorized User's access to the Products and/or Services without liability if: (i) Cengage reasonably believes that the Products and/or Services are being used in violation of this Agreement or the Terms of Use; (ii) Customer fails to cooperate with Cengage's reasonable investigation of a suspected violation of this Agreement or the Terms of Use; (iii) there is an attack on the Products and/or Services or either is accessed or manipulated by a third party in violation of this Agreement or the Terms of Use; (iv) Cengage is required by law, or a regulatory or government body to suspend access to the Products and/or Services; or (v) there is another event for which Cengage reasonably believes that the suspension of access to the Products and/or Services is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will give Customer advance notice of a suspension under this section of at least thirty-six (36) hours unless Cengage determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will not suspend access to the Products and/or Services if the grounds on which the suspension are based are cured during the forgoing notice period.

3. Intellectual Property. Cengage has the proprietary rights in and to the Products and/or Services and Cengage owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Cengage reserves the right, without notice to Customer, to modify, alter, add, remove, cancel or otherwise change the materials embodying the Products and/or Services, in its sole discretion. Customer shall not, by virtue of this Agreement or by virtue of its access to the Products and/or Services obtain any proprietary rights in or to the Products and/or Services.

4. Warranties & Indemnities. Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Products and/or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold Cengage and its distributors and service providers, and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that Cengage may sustain or incur by reason of any breach or alleged breach of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.

5. Term and Termination. This Agreement shall commence as of the date specified in this Agreement and shall continue in full force and effect for the duration of the Term.

6. Payments and Fees. In consideration of the Products and/or Services provided by Cengage to Customer, Customer agrees to pay the fee provided on this Agreement, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within thirty (30) days of receipt of an invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, Cengage may, without prejudice to its other rights and remedies suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Products and/or Services. Customer shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated service.

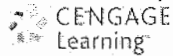
7. Limited Liability. Neither Cengage nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Products and/or Services, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees paid by Customer for use of the Products and/or Services at issue during the immediately preceding twelve (12) month period.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

9. Confidentiality. The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations herein, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify Cengage before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between this Agreement, the terms, or other attachment hereto, the terms and conditions of this Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image (e.g. as a "portable document format" or "PDF" file) as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the exchange of original signatures.

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



BRINGING YOU RESOURCES FROM:

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

ORIGINAL INVOICE

NO. 54273823

Date 01/22/15

Page 1 of 1

Order No. 88489059S#

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

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

ACCOUNT NO. 108934

ACCOUNT NO. 108934

BILL TO CUSTOMER NAME
 ADDRESS
 CITY STATE ZIP CODE

SHIP TO CUSTOMER NAME
 ADDRESS
 CITY STATE ZIP CODE

QUANTITY		PURCHASE ORDER NUMBER	PAYMENT DUE	TERMS	FOB SHIPPING POINT		
SHIPPED	PENDING	ISBN	TITLE / AUTHOR / EDITION		PRICE	DISCOUNT	NET AMOUNT
	1	196062	EBOOKS CENGAGE		0.00	0.00	0.00
1 BOOKS						SUBTOTAL	0.00

RETURN POLICY

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

PAY THIS AMOUNT 0.00

DETACH: THIS PORTION MUST BE RETURNED WITH YOUR PAYMENT

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

PURCHASE ORDER NUMBER	INVOICE DATE	INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE	AMOUNT DUE
123PO	01/22/15	54273823	108934	02/21/15	0.00

RETURN THIS STUB WITH PAYMENT TO:

MAIL CHECKS TO: Gale/CENGAGE Learning
 P.O. BOX 95504
 CHICAGO, IL 60694-5501

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



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

ADDENDUM NO. 1 TO ALL BIDDERS

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

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

Date: February 1, 2022

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

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

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

Yes
 No

Remarks:

To read:

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

Remarks: **No penalty will be imposed for a late payment.**

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

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

Offeror's Name:
Offeror's Address:

Sincerely,
Nancy Sconzo

Nancy Sconzo

Cengage Learning, Inc.

Name of Firm

Camela Bullen Contract Administrator

Signature/Title

3/3/2022

Date

MUST BE RETURNED WITH YOUR PROPOSAL