



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

### Header 3

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 377624

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0433

Vendor ID: 000000123640

SO Doc ID: LIB1800000001

Legal Name: BRODART CO

Published Date: 11/16/17

Alias/DBA:

Close Date: 12/5/17

Total Bid: \$659.71

Close Time: 13:30

Response Date: 12/05/2017

Status: Closed

Response Time: 8:12

Solicitation Description: Addendum 3 - Print Library Materials

Total of Header Attachments: 3

Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 377624  
**Solicitation Description :** Addendum 3 - Print Library Materials  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-05 13:30:00	SR 0433 ESR12041700000002397	1

<b>VENDOR</b>
000000123640 BRODART CO

**Solicitation Number:** CRFQ 0433 LIB1800000001

**Total Bid :** \$659.71      **Response Date:** 2017-12-05      **Response Time:** 08:12:20

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Print Library Materials	1.00000	EA	\$659.710000	\$659.71

Comm Code	Manufacturer	Specification	Model #
14111536			

**Extended Description :** Enter the Total Bid Cost in the commodity line of wvOASIS and attach the Exhibit A Pricing page

**Comments:** Please see attached Pricing Page. Seven days was entered in the online response as it will only allow one numerical entry. Brodart will make the initial shipment of material from inventory, for each purchase order, within two to three days from order release date for items requiring automated cataloging and/or processing and one to two days for items without cataloging and/or processing.

This Proposal has been Especially Prepared for:

***State of West Virginia***

Request for Quotation CRFQ 0433 LIB00000001

Print Library Materials

Due: December 5, 2017 @ 1:30 p.m.



**Submitted By:  
Brodart Co.  
500 Arch Street  
Williamsport, PA 17701  
800.233.8467**



**Brodart Books & Library Services**  
500 Arch Street, Williamsport, PA 17701  
P: 570•326•2461 F: 570•651•1639  
www.brodartbooks.com

November 29, 2017

State of West Virginia  
Department of Administration  
Purchasing Division  
Bid Clerk  
2019 Washington Street East  
Charleston, WV 25305

**RE: CRFQ 0433 LIB180000001, Print Library Materials**  
**DUE: December 5, 2017 @ 1:30 p.m.**

Dear Sir or Madam,

Brodart is pleased to provide this document in response to the State of West Virginia's request for quotation for print library materials for the period of 12 months upon award.

Brodart is the premier supplier of circulation-ready materials to libraries. A full-service library company since 1939, we deliver carefully selected, cataloged, and processed titles. Today, Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to libraries. Our customers select from over four million English-languages titles. Please see Attachment A for a description of the products and services Brodart offers.

Our distribution facility manages over 265 thousand titles and five million volumes annually, and deals with more than 45 thousand publishers. Brodart's inventory and purchasing profiles are based on the library market. We do not supply books to the retail market. Additionally, Brodart's single inventory location in Williamsport, Pennsylvania enables us to fill orders quickly and efficiently. Our first pick percentage and total order fulfillment are among the highest in the industry.

For questions about our products and services, please contact your Brodart Sales Representative, Ken Bourne, by calling 800.233.8467, ext. 6374 or e-mailing Ken.Bourne@brodart.com. Questions related to our bid response or notification of award should be directed to Tara Miller at 800.233.8467, ext. 6233 or bids@brodart.com.

Should Brodart be awarded this contract, we will assign a Customer Care Associate to handle your account. This individual will be your library's internal contact at Brodart, available at your convenience via e-mail or by calling 800.474.9802.

Brodart's partnerships with libraries are built on experience, trust, and communication. We are confident that, if awarded this contract, we can help you achieve your library's goals.

We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Lisa Miosi  
Director, Customer Care

LM/eks

Enclosures

cc: Ken Bourne, Sales Representative

**Books & Library Services**  
500 Arch St., Williamsport, PA 17701  
P: 800•233•8467  
www.brodartbooks.com

**Contract Furniture**  
280 North Rd., McElhattan, PA 17748  
P: 888•521•1884  
www.brodartfurniture.com

**Supplies & Furnishings**  
500 Arch St., Williamsport, PA 17701  
P: 888•820•4377  
www.shopbrodart.com





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 30 - Printing

Proc Folder: 377624

Doc Description: Addendum 3 - Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-16	2017-12-05 13:30:00	CRFQ 0433 LIB1800000001	4

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Brodart Co.  
 500 Arch Street  
 Williamsport, PA 17701  
 800.233.8467

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

*Lisa Miori*

FEIN # 23-2248758

DATE November 29, 2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum

Addendum #3 issued for the following reasons:

1. To modify the bid opening date to 12/5/2017 at 1:30 PM EST
2. To modify specifications 5.1 and 5.2 as attached.
3. To publish vendor questions and agency answers.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials.") The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

INVOICE TO		SHIP TO	
LIBRARY COMMISSION CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV25305-0620 US		LIBRARY COMMISSION CULTURE CENTER 1900 KANAWHA BLVD E CHARLESTON WV 25305-0620 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Print Library Materials	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Enter the Total Bid Cost in the commodity line of wvOASIS and attach the Exhibit A Pricing page



**SOLICITATION NUMBER:** CRFQ LIB1800000001

**Addendum Number:** 03

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to December 5, 2017 at 1:30PM, EST.
2. To modify specification 5.1 and 5.2 as attached.
3. To publish vendor questions and agency answers.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

## **Addendum No. 3 – Specification Change**

### **5. Catalog:**

**5.1 Submission.** Vendor may be required to submit its Catalog prior to award of this Contract for evaluation purposes. Vendor may submit link to online catalog or mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, listing the pages for those items, or attaching link from online catalog or Vendor's website to assist in the evaluation and verification of the bids and pricing. Eligible Items and Vendor's submitted price to be verified using ISBN number on Exhibit A Pricing Page. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

**5.2 Catalog Modification.** The pricing of individual Eligible Items in a catalog will be updated by Vendor from time to time, but the quoted Percentage Discount and Eligible Items listed in a Catalog will remain unchanged.

Vendor Questions and Agency Answers  
CRFQ LIB1800000001  
Print Library Materials

Q1) Which West Virginia entities will be receiving books through these contracts?

**A1) The West Virginia Library Commission will be receiving the books for their Reference Library collection and Special Services Collection.**

Q2) What are the estimated values for both the Print Library Material and the Large Print Material contracts?

**A2) The law forbids disclosure of budgeted amount.**

Q3) Does the Purchasing Division plan to award these contracts to one or multiple vendors?

**A3) This contract will be awarded to one vendor.**

Q4) The publishing industry divides books into classes according to the nature and binding type of the book. Vendors issue different discounts for the different binds available (hardcover, paperback, etc.). Because your pricing sheet is in Excel format and only accepts one discount – how can we offer the applicable discounts for large print material? We would like to attach a list of discounts to our response, however, this cannot be done in the format of your pricing sheet.

**A4) The Exhibit A Pricing Page allows for discounts pertaining to the following: Hardcover, Paperback, University Press, Reinforced, and Library Edition. There will be a separate bid for large print materials.**

Q5) Will this be a single award contract or will this allow for multiple vendors?

**A5) Refer to answer A3.**

Q6) Who is the intended audience of this contract? All public libraries in the state? Would school libraries use this contract? It is not clear in the bid document who would be using this contract and what the projected spend might be.

**A6) Refer to answer A1**

Q7) Does the Library Commission anticipate making award to one primary vendor, or multiple vendors?

**A7) Refer to answer A3.**

Q8) What is the anticipated annual budget?

**A8) Refer to answer A2.**

Q9) We do not have a static, limited catalog; rather, we have an online catalog of millions of titles which is updated nightly. Is this acceptable? Specifications #5, Catalog, Sections 5.1 and 5.2 seem to imply that only a fixed catalog of a set list of titles and prices would be accepted.

**A9) Specification 5.1 and 5.2 have been modified to accept this.**

Q10) For Section 5.1, would trial access to our online catalog be acceptable for the requirement of submitting our catalog for evaluation purposes?

**A10) Only the Exhibit A Pricing Page will be reviewed for evaluation.**

Q11) Exhibit A – Pricing Page, List of Discount Percentages:

- Can vendor include additional categories not included on the form, such as non-trade/short discount and net titles?
- Please define your requirements for “reinforced” titles

**A11) Only categories listed on Exhibit A Pricing Page should be included.**

**Reinforced titles should be the same quality as titles with library binding.**

Q12) Can you provide information on previous bids for this same commodity, e.g. who is the current print library materials vendor, are bid tabulations available?

**A12) This is the first solicitation for this type of procurement.**

Q13) Is this solicitation for School Libraries only, or all Libraries in the State of WV, including Public Libraries and Higher Educational Libraries?

Also, would there be processing required for these books?

**A13) This is only for the West Virginia Library Commission Reference Library and Special Services Collection.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0433 LIB180000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Brodart Co.

Company

\_\_\_\_\_  
*Lisa Miori*

Authorized Signature

\_\_\_\_\_  
November 29, 2017

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 8, 2017 at 10:00 AM EST

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       N/A       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:                    November 15, 2017 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.



## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
upon award \_\_\_\_\_ and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.



REQUEST FOR QUOTATION  
Print Library Materials

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials".) The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  
  - 2.2 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  
  - 2.3 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  
  - 2.4 "Discounted Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  
  - 2.5 "Discounted Unit Price" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  
  - 2.6 "Eligible Item" means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally books, audiovisual materials, and electronic resources (collectively "Library Materials".)
  
  - 2.7 "Pricing Page" or "Pricing Pages" means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  
  - 2.8 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION  
Print Library Materials

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- 2.9 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 **“Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 **“Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

REQUEST FOR QUOTATION  
Print Library Materials

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**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

**3.1.1** Eligible Items must be in compliance with current copyright and intellectual property laws.

**3.1.1.1** Vendor shall be able to provide Adult Fiction and Nonfiction print titles.

**3.1.1.2** Vendor shall be able to provide Teen Fiction and Nonfiction print titles.

**3.1.1.3** Vendor shall be able to provide Juvenile Fiction and Nonfiction print titles.

**3.1.1.4** The vendor shall operate a website that provides the Library Commission with bibliographic information and stock information as well as the ability to create individual shopping carts that can be managed by a central administrative account.

**3.1.1.5** The vendor shall provide suggested selection lists for adult fiction, adult nonfiction, teen and juvenile, from which Library Commission staff may select titles. These selection lists shall be created by vendor's staff, rather than by the vendor's other customers.

**3.1.1.6** Vendor shall offer the ability to place standing orders via its website or some similar means. The Library Commission shall be able to place standing orders for new titles, cancel standing order titles, and claim volumes in standing orders that were not received.

**3.1.1.7** Vendor should provide optional processing services e.g. plastic jacket applied per item, plastic jacket loose per item, spine label applied per item, plastic jacket/spine label applied per item, upon Library Commission requests.

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**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

- 4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages.
- 4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. If Vendor is submitting bid on line Vendor must submit Pricing Page as attachment. TOTAL BID

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AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Michelle.L.Childers@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format.. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items

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available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within 14 working days after orders are received. Vendor shall deliver emergency orders within 7 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at West Virginia Library Commission, ATTN: State Library Services Division, 1900 Kanawha Blvd. E, Culture Center, Charleston, WV 25305.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Tara Miller  
**Telephone Number:** 800.233.8467  
**Fax Number:** 570.651.1639  
**Email Address:** bids@brodart.com



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Tara Miller Supervisor, Bid Department  
(Name, Title)  
Tara Miller, Supervisor, Bid Department  
(Printed Name and Title)  
500 Arch Street, Williamsport, PA 17701  
(Address)  
800.233.8467 / 570.651.1639  
(Phone Number) / (Fax Number)  
bids@brodart.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Brodart Co.  
(Company)

Lisa Miosi Director, Customer Care  
(Authorized Signature) (Representative Name, Title)

Lisa Miosi, Director, Customer Care  
(Printed Name and Title of Authorized Representative)

November 29, 2017  
(Date)

800.233.8467 / 570.651.1639  
(Phone Number) (Fax Number)

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Brodart Co.

Authorized Signature: *Lisa Mioni* Date: November 29, 2017

State of Pennsylvania

County of Lycoming, to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of November, 2017.

My Commission expires September 27, 2021.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Miranda Leathers*

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Miranda Leathers, Notary Public  
City of Williamsport, Lycoming County  
My commission expires September 27, 2021

*Purchasing Affidavit (Revised 08/01/2015)*

### 3. GENERAL REQUIREMENTS:

**3.1 Mandatory Eligible Item Requirements:** Eligible items must meet or exceed the mandatory requirements listed below.

**3.1.1** Eligible Items must be in compliance with current copyright and intellectual property laws.

**Brodart will comply with this requirement.**

**3.1.1.1** Vendor shall be able to provide Adult Fiction and Nonfiction print titles.

**Brodart will provide Adult Fiction and Nonfiction print titles.**

**3.1.1.2** Vendor shall be able to provide Teen Fiction and Nonfiction print titles.

**Brodart will provide Teen Fiction and Nonfiction print titles.**

**3.1.1.3** Vendor shall be able to provide Juvenile Fiction and Nonfiction print titles.

**Brodart will provide Juvenile Fiction and Nonfiction print titles.**

**3.1.1.4** The vendor shall operate a website that provides the Library Commission with bibliographic information and stock information as well as the ability to create individual shipping carts that can be managed by a central administrative account.

**Brodart can comply with this requirement. Please see Attachment A for details on Bibz, Brodart's online collection development and ordering tool.**

**3.1.1.5** The vendor shall provide suggested selection lists for adult fiction, adult nonfiction, teen and juvenile, from which Library Commission staff may select titles. These selection lists shall be created by vendor's staff, rather than by the vendor's other customers.

**Brodart can comply with this requirement. Please see Attachment A, Collection Development Services, for details on the selection lists available from Brodart.**

**3.1.1.6** Vendor shall offer the ability to place standing orders via its website or some similar means. The library Commission shall be able to place standing orders for new titles, cancel standing order titles, and claim volumes in standing orders that were not received.

**Brodart can comply with this requirement. Please see Attachment A, Continuations, for details on Brodart's standing order services.**

**3.1.1.7** Vendor should provide optional processing services e.g. plastic jacket applied per item, plastic jacket loose per item, spine label applied per item, plastic jacket/spine label applied per item, upon Library Commission requests.

**Brodart can comply with this requirement. Please see Attachment B, Pricing Proposal, for details on the processing options available to the State of West Virginia.**

## **CLARIFICATIONS:**

### **5. Catalog:**

Brodart's title file contains approximately 4 million records from over 80,000 publishers; therefore, it is impossible to enter this amount of information electronically as requested. However, this information is available through our online ordering tool, Bibz.com. A link to this is accessible through our main website, <http://www.brodartbooks.com>. Each user is assigned their own user ID and password for viewing product information, including the list price for each item. Please see below username and password for a temporary login to Bibz.com.

#### **Temporary Access to Bibz.com:**

<http://www.brodartbooks.com>

Username: WESTVABID

Password: WESTVABID

Please note: Bibz will display correct discounted prices when the contract has been awarded and an account has been set up.

### **7. DELIVERY AND RETURN:**

Brodart will make the initial shipment of material from inventory, for each purchase order, within two to three days from order release date for items requiring automated cataloging and/or processing and one to two days for items without cataloging and/or processing. Backorders can be picked frequently—even weekly. We suggest that you allow your orders to remain open for a period of 60-90 days to facilitate receipt of these items. Any items not received during this time period will be cancelled and reported on monthly cancellation notices.

For rush materials we would establish a separate account, which would take priority over all other accounts. Rush orders that require physical processing will ship within one week of receipt of order. Rush orders without physical processing, will ship within 48 hours of receipt of order. Priority shipping can be provided at an additional charge. No more than 20% of an account's orders can be entered as "rush orders".

#### **7.4 Return of Unacceptable Items & 7.5 Return Due to Agency Error:**

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. When required, freight costs for these returns will be covered by Brodart. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned. Authorization from your Customer Care Associate is necessary prior to returning any item(s). Please see Attachment C for Brodart's complete Return and Cancellation Policies.



## **ATTACHMENT A PRODUCTS AND SERVICES**

### **INVENTORY AND FULFILLMENT**

As a true library services company, Brodart's primary business focus is libraries. We do not supply books to the retail market. Our inventory and purchasing profiles are based on the library market to specifically meet the needs of libraries. We order material from publishers on a daily basis to ensure our customers receive their orders quickly and efficiently.

Brodart manages over 265 thousand titles and five million volumes annually. When ordering adult popular and bestseller titles, you can expect approximately 85 to 95 percent of your order in your initial shipment (which consists of in-stock items at the time of order). Juvenile fiction and nonfiction first shipment percentages should reach 70 to 80 percent. Initial shipment percentages for general adult material should range from 60 to 70 percent.

Items are stocked according to library needs. In the case that an item is not in Brodart's inventory, it can be identified when utilizing Bibz<sup>®</sup>, our online collection development and ordering tool. Our order fulfillment system places orders with all publishers on a daily basis via FTP or fax. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer backorders in 3 weeks, with overall fill rates of greater than 98% of available titles.

We suggest that customers allow their orders to remain open for a period of 60-90 days to facilitate receipt of backordered items. Any items not received from the publisher during this time period will be cancelled and reported on cancellation notices.

Brodart's delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library's specifications.

### **PACKING, SHIPPING, AND DELIVERY**

#### **Packaging and marking of shipments**

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

#### **Method of shipment**

Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent via best method (common carrier, USPS, or UPS Ground) F.O.B. destination from our warehouse to your main location.

### **MANAGEMENT DOCUMENTS AND REPORTS**

Throughout your relationship with Brodart, you will find that we provide exemplary service and a commitment to assisting your library achieve *and* maintain its success. We offer a variety of documents to keep you informed and on track, to provide care in shipping your orders and to keep lines of communication open with our dedicated Customer Care Associates.

#### **Packing Slip**

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

#### **Invoicing**

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



invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction. Our payment terms are net 30 days from the date of the invoice.

### **Statements**

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

### **Confirmation Report**

Confirmation of titles ordered can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available via e-mail or FTP. The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title. Orders transmitted via EDI will receive an EDI acknowledgment within an hour stating the status of each item ordered. Web site orders transmitted through Bibz, Brodart's online collection development and ordering tool, will receive same-day order status information.

### **On-Order Title Status Report**

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

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

### **Cancellation Reports**

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

## **ORDERS**

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

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through Bibz, Brodart's online collection development and ordering tool.
- Import on-order records from Bibz in a format developed especially for your integrated library system (ILS). You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from your ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to [bookscs@brodart.com](mailto:bookscs@brodart.com).

- Mail orders to Brodart Co. Books & Library Services  
Order Department  
500 Arch Street  
Williamsport, PA 17701

There is no minimum order requirement.

### **CUSTOMER SUPPORT**

At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. Our Customer Care staff is happy to answer any of your questions or provide any additional information you may need. Your Customer Care Associate is available by calling Brodart's toll-free number 800.474.9802.

### **CATALOGING & PROCESSING SERVICES**

Choose any combination of Brodart's professional cataloging and processing options to ensure you receive shelf-ready materials designed to meet your library's specific needs. Pricing for these options is available upon request.

#### **Option 1**

##### **Starter Cataloging and Processing**

Brodart's Starter services will provide your library with full-level MARC records via FTP or e-mail to be downloaded into your integrated library system. In addition, basic item records with accompanying barcodes can be supplied to assist you in getting materials to your patrons more quickly.

Item records can be mapped to the tag required by your ILS and can include:

- a call number
- a barcode number
- list price
- location code or collection code (constant data)

Processing options include:

- Mylar jacket (attached or loose) for your books with dust jackets
- spine label
- barcode
- customized book pocket
- property identification stamp and/or label
- theft detection
- RFID tag
- genre/classification label
- label protector

Cataloging and processing through Starter services is a cost-effective and efficient way to expedite item level processing.

#### **Option 2**

##### **Flex Cataloging and Processing**

Brodart's Flex service builds upon Starter services by adding advanced mapping and formatting capabilities. Flex combines the benefits of item-in-hand cataloging and processing while maintaining the simplicity and speed of an automated process.

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

- eliminate the need to separate orders by specific areas of your collection
- maximize the value of your local call numbers, collection codes, and other acquisitions data
- map more content and format options into your MARC record and holdings tag
- custom options for formatting and stacking data on spine labels
- 100% cataloging option to ensure full-level MARC records for every title received
- update your holdings with OCLC
- receive your MARC and linked item records electronically via FTP or e-mail



- handle fewer packages, packing lists, and invoices

### **Option 3**

#### **Compleat Cataloging and Processing**

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

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

Compleat services offer:

- item-in-hand cataloging
- customized bibliographic records in MARC format to meet your local practices
- classification tailored to fit within your library's existing collection
- customized holding records
- guaranteed full-level MARC and item records for every title received
- physical processing customized to your library's specifications

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

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

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

In addition, Brodart can update your holdings to OCLC, if desired.

Once the cataloging records are created to your specifications the item records will be added, spine labels will be printed and physical processing will be completed.

Pricing for Compleat service is dependent upon specifications and is available upon request. Utilization of Compleat service is based on an annual commitment of \$200,000.

#### **Brodart Cataloging Standards**

Regardless of the cataloging option you choose, you can be assured that you will always receive full-level, high quality cataloging records for your material. We base our descriptive cataloging on Anglo-American Cataloging Rules, 2nd edition revised (latest update) and accompanying Library of Congress Rule Interpretations, and RDA and the accompanying Library of Congress-Program for Cooperative Cataloging Policy Statements (LC-PCC PSs). In addition, we use Library of Congress Subject Headings, latest edition, Dewey Decimal Classification, 23rd edition, MARC 21 specifications and Guidelines on Subject Access to Individual Works of Fiction, Drama, Etc, (GSAFD, 2<sup>nd</sup> Edition). We adhere to the Library of Congress rules for both MARC format and authority control.

#### **RDA Practice**

When an RDA record is available, we accept and modify the record according to RDA; when an AACR2r record is available, we accept and modify the record according to AACR2r. When both an RDA record and an AACR2r record are available, we will choose the RDA record and modify the record according to RDA. If no record is available, we catalog according to RDA and retain the RDA record even if LC later catalogs that same title.

## **Reinforcement Services**

Brodart's BrodartGuard and BrodartConvert reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques. Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

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

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

Both BrodartGuard and BrodartConvert processes

- are available for paperbacks ordered with or without additional cataloging and processing options.
- have been perfected over 30 years of successful use.
- are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- have no minimum order requirements.
- feature bindings that are individually handcrafted to ensure quality workmanship.
- are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

## **BRODARTBOUND BOOKS**

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

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

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

## **CONTINUATIONS**

Brodart's Continuations Service is designed to meet your complete reference and serial titles needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated.

- Brodart maintains constant communication with over 45 thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available.
- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. And to simplify establishing a standing order account, we offer you a full range of transition services.
- The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.



- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service. All cancellations are effective immediately upon receipt by the Continuations Department.

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

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

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

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives the comprehensive title listing which contains your standing order titles, we will immediately begin establishing your account while simultaneously ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders. Furthermore, if there is some duplication of titles, Brodart will assume responsibility and accept any such returns. Once all of the titles have been entered into our database, we can determine any must-order-direct titles and will notify the library of such titles.

## COLLECTION DEVELOPMENT SERVICES

### Collection Builder® Custom Selection Lists

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

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

### TIPS®

TIPS (*Title Information Preview Service*) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection. Three levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

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

### *Silver TIPS*

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

### *Silver TIPS Program Descriptions*

#### CHILDREN'S

##### Board Books for Libraries

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

##### Top Children's Hardcover Titles

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

##### Top Children's Paperback Titles

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

##### Children's *KidSafe* Graphic Novels

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

##### Fresh Reads for Kids

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

##### Children's and Teen Nonfiction Picks

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

#### TEEN

##### Top Teen Hardcover Titles

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

##### Top Teen Paperback Titles

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

### Teen *KidSafe* Graphic Novels

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

### Graphic Novel Reads for Teens

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

## ADULT

### *Popular Reading*

#### Blockbusters

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

#### Top Adult Hardcover Titles

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

#### Top Adult Paperback Titles

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

#### UrbanFix

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

#### Christian Fiction

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

### *Specialty Programs*

#### Large Print TIPS

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

#### Picks for Public Libraries

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

## Graphic Novel Reads for Adults

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

## SPANISH

### Top Spanish Titles

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

### Adult Spanish TIPS

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

### Children's & Teen Spanish TIPS

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

## AUDIO

### Top Spoken Word Audio Titles

- New releases from popular authors
- Focus on high demand titles with bestsellers and various fiction genres; some nonfiction included
- Most titles are for adults, but select children's and teen titles included
- Compact disc (both regular and MP3); more unabridged than abridged; retail editions with some library editions included
- Most titles two to three months prepublication

### *Gold TIPS*

Customized title lists, delivered to your online account weekly, twice monthly, or monthly. Transform *Silver TIPS* lists into *Gold* by specifying parameters such as publisher, author, series, subject category, and format. For example, you want the Large Type Fiction list but with titles from Thorndike excluded. Or, you want Children's Nonfiction, but only certain Dewey ranges.

### *Diamond TIPS*

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

### *Journals available:*

*Booklist (includes online reviews)*

*BookPage (includes online reviews)*

*Bulletin of the Center for Children's Books*

*Horn Book*

*Kirkus*

*Library Journal (includes online reviews)*

*Library Journal Prepub Alert*

*Publishers Weekly (includes online reviews)*

*School Library Journal (includes online reviews)*

*VOYA (includes online reviews)*

TIPS lists are available on a subscription basis to Brodart customers. TIPS pricing is included for your review.

## **FASTips®**

Brodart offers standing orders for popular adult and youth fiction and nonfiction through FASTips (Frequent Author & Series TIPS). The profiling is very flexible and can accommodate unique needs. Most FASTips orders are based on author or series lists. Brodart offers the following lists to assist the library; however, these are not closed lists and the library can add authors or series as needed.

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

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

The library would first select the authors, series, or other criteria desired. Then they would set other parameters for the automatic order including format (bind preference), classification, age range, material types, and maximum price. The library would also set the timeframe for ordering. Three months prepublication is the current standard.

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

There is no charge for FASTips automatic order profiles.

## **Bibz®**

Bibz is Brodart’s online collection development and ordering tool. Using Bibz’s flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart’s title database of more than four million records. Bibz allows you to:

### ***Item Search:***

- By keyword or exact search for title or series
- Within a large number of databases and resource lists
- Access one or many of the following fields as needed
  - Title
  - Author
  - ISBN/EAN
  - Series



- Illustrator
- Biographee
- Subject
- Publisher
- Availability (print and stock status)
- Broad classification
- Dewey or Library of Congress classification
- Format
- Descriptors (board book, large type, picture book)
- Language
- Age or grade range
- Reading program and level
- Publication date
- Review journals, including number of reviews and issue date
- Demand level
- Price range

#### Access:

- Basic bibliographic information and enhanced selection data
  - Title
  - Author, illustrator, editor
  - Publisher
  - Publication date
  - ISBN-10 and ISBN-13
  - Format
  - Availability (print and inventory status)
  - Cover image
  - Physical description
  - Other descriptors (e.g. large type)
  - Age and grade range
  - Dewey and Library of Congress classification
  - Language
  - Series
  - Library of Congress card number
  - Demand level
  - Print run
  - Source citations for bibliographies, starred reviews, and awards
  - Subject headings
  - Reading programs with reading level
  - Discounted Price
- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Your library's holdings by ISBN
- MARC records
- Order History to view item status

#### Build:

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

#### Manage:

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



**Order:**

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

**Additional Functionality**

**Sort sequence:** Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.

**Duplicate checking:** Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.

**Administrative functions:** Users can be designated as administrative or non-administrative. Administrative users are empowered to:

- Create and remove users and assign new passwords
- Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
- Create families and assign membership in those families
- Set grid values and create grid templates, assigning them to specific users

**MARC record options:** Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records.

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

The screenshot shows the Bibz web application interface. At the top, there is a navigation bar with tabs for HOME, SEARCH, LISTS, ORDER HISTORY (selected), PROFILE, and USER'S GUIDE. Below the navigation bar is a search area with fields for Search Type (Orders, Titles), Product (BOOKS & AV), Search For (Select), and Date (Display Past 120 Days). A 'SEARCH' button and a 'CLEAR' button are also present. Below the search area, there is a message '[ 2 ] Matching Items Were Found' and an 'Action' bar with 'Generate Print Friendly PDF' and 'APPLY' buttons. The main content is a table of orders with columns: Order Name, Order Date, Order End, Owner, Product, Service, Titles, Shipped, ILYP, Cancel, and On Hold. The table contains two rows of order data. To the right of the table is a 'Search Totals' box with a grid of statistics: Titles (176), Quantity (196), Open (0), In Process (0), Reserved (0), On Order (0), NYP (0), On Hold (0), Cancel (7), Shipped (189), Item List (\$2,801.65), Item Net (\$2,928.55), VAS (\$0.00), S&H (\$0.00), and Total (\$2,928.55).

Order Name	Order Date	Order End	Owner	Product	Service	Titles	Shipped	ILYP	Cancel	On Hold
	Order No.	Status	PO Number	Order Type	Order Source	Qty	Processing	On Order	Reserved	Total Price
FEB28 ORDER FOR 0240	02/28/2012 651832	03/01/2012 CLOSED	TESTUSER 0240 Emily-Anne Schulte	BOOKS	Items Only Online	175 175	168 0	0	7	0
	02/09/2012 643746	06/07/2012 CLOSED	0240-Emily-Anne	BOOKS	Items Only E-mail	1 21	21 0	0	0	\$285.50

**Temporary Access to Bibz.com:**

http://www.brodartbooks.com

Username: WESTVABID

Password: WESTVABID

Please note: Bibz will display correct discounted prices when the contract has been awarded and an account has been set up.

**ATTACHMENT B  
PRICING PROPOSAL  
State of West Virginia**

**Discounts**

Items will be supplied to the State of West Virginia at publisher's list prices less the following discounts:

Trade Hardcover Editions	45.0%*
Non-Trade Hardcover & Paperback Editions	12.0%*
Publisher's Library Editions	20.0%
BrodartBound	20.0%
Hardcover Reinforced Editions (School & Library)	20.0%
Trade & Mass Market Paperbacks	40.0%*

**Continuations Discounts**

Trade Hardcover & Paperback Editions	40.0%*
Non-Trade Hardcover & Paperback Editions	12.0%*

\* Hardcover and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at publisher's list price.

**Please see attached binding definitions.**

**Book Processing Options** (applicable to books purchased through Brodart)

A variety of cataloging and processing options are available through Brodart. Please contact your Sales Representative, Ken Bourne, for more information.

Starter Cataloging & Processing (includes an attached jacket, spine label, barcode label, and a standard English-language MARC record)	\$ .99/book
Plastic jacket, applied	\$ .60/item
Plastic jacket, loose	\$ .60/item
Spine label, applied	\$ .20/item
Plastic jacket and spine label, applied	\$ .76/book

**Brodart's Reinforcement Services**

BrodartGuard (paperback reinforced with laminate)	\$2.20/book
BrodartConvert (paperback conversion to hardcover)	\$4.50/book

**Collection Development Services**

**Collection Builder (Customized Selection Lists)**

Collection Builder Custom Selection Lists	No Charge
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**FASTips (Standing Orders)**

FASTips Profiles	No Charge
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**TIPS Profiles (Profiled Selection Lists)**

Silver TIPS	No Charge
Gold/Diamond TIPS	Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly

**Online TIPS lists**

Lists posted to your Bibz account	No Charge
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**Online Tool**

**Bibz is Brodart's online collection development and ordering tool.**

Unlimited Users	No Charge
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**Shipping**

Shipments will be made by best means (USPS, Common Carrier or UPS Ground) to your main location.  
Shipping and Delivery No Charge

**Publisher's list prices are subject to change without notice. The above pricing will remain in effect for twelve months after award.**





## CATEGORY/BINDING DEFINITIONS

*Brodart Co., Books & Library Services*

**Trade Hardcover:** Published with a glued binding and a hardcover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the average consumer. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

**Juvenile Trade Hardcover:** Published with a glued binding and a hardcover. Popular fiction or nonfiction books designed for children, usually with subject matter of broad appeal.

**Publisher's Library Reinforced:** Published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category.

**Hardcover Reinforced:** Published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "Single Reinforced", "School" or "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction.

**Non-Trade Hardcover:** Published with a glued binding. Subject matter such as technical, reference, scientific, medical and/or is published by a small press for adult and juvenile readers. Titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount quoted in this category or invoiced at the publisher's list price.

**University Press:** Hardcover and paperback selections. This category includes materials for which Brodart receives minimal or no discount and/or the publisher requires prepayment.

**Trade Paperback:** Published with a paper cover. May also be known as a trade paper, quality paperback or mass market paperback. The quality of the paper and printing in trade and quality paperbacks is usually high. Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperbacks have larger page sizes. Trade discounted paperback editions are generally published for the average consumer with subject matter of broad appeal.

**Non-Trade Paperbacks:** Published with a paper cover. Subject matter such as technical, reference, scientific, medical or small presses for adult and juvenile readers. Paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

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

**BrodartConvert:** Originally published in paperback and converted to hardcover.

**BrodartGuard:** Paperback reinforced with a 10-mil (2-mil spine) laminated cover.

**Playaway<sup>®</sup> Digital Audio:** Audio content provided on an independent player.

**Spoken Word Audio:** Recorded reading of a book in abridged or unabridged form on compact disc format. Also known as audiobook.

**DVD:** Optical disc storage media format used for playback of movies with high video and sound quality.

**Blu-ray:** Optical disc storage media format used for playback of movies with high definition video and audio as well as advanced interactive features.



# ATTACHMENT C RETURN AND CANCELLATION POLICIES

*Brodart Co., Books & Library Services*

## **Return Policy**

Authorization\* from your Customer Care Associate is necessary prior to returning any item(s).

- Publisher defective and/or damaged products may be returned upon request within three months of the invoice date. Record the damaged and/or defective item on the reverse side of the packing slip and return to Brodart. You have the option of receiving a no-charge replacement or credit.\*\*
- Vendor error relative to incorrect processing, title, bind, wrong year or edition, etc., materials may be returned upon request. Record the error on the reverse side of the packing slip and return to Brodart. Appropriate items will be reordered and invoices adjusted accordingly.
- Materials processed in accordance with account specifications or materials that have been stamped, marked, or accessioned by the library are non-returnable.
- Materials ordered and delivered as the result of customer error or duplication by another source are non-returnable.
- Approval to return material that is not suitable because of subject or language not reflected in review sources will be handled on an individual basis at the time of request. Approval in these situations will not allow for processing and/or freight charges to be refunded.

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

\*\*If you choose to receive a credit, please contact your Customer Care Associate. If you choose a no-charge replacement, Brodart can reorder the material for you and adjust invoices accordingly. Or, if the total retail price of the material is less than \$50.00, simply return the items with a copy of your invoice or packing slip, note the problem, and deduct the amount from the invoice.

## **Continuations Return Policy**

Authorization from your Customer Care Associate is necessary prior to returning any item(s).

- Publisher defective and/or damaged products may be returned upon request within one year of the invoice date. Record the damaged and/or defective item on the reverse side of the packing slip and return to Brodart. A replacement will be ordered at no charge to your library.
- Vendor error relative to incorrect processing, title, bind, wrong year or edition, etc., materials may be returned upon request. Record the error on the reverse side of the packing slip and return to Brodart. Appropriate items will be reordered and invoices adjusted accordingly. Approved returns must be received at Brodart within 90 days of the invoice date.
- Materials processed in accordance with account specifications or materials that have been stamped, marked, or accessioned by the library are non-returnable.
- Materials ordered and delivered as the result of customer error or duplication by another source are non-returnable.

## **Continuations Cancellation Policy**

You will receive a Monthly Status Report to help you quickly and effectively monitor your standing orders and avoid duplication or error. This report provides a listing of materials requested, itemization of editions or volumes on order, publication delays, and status of shipped titles.

To request title cancellation, contact the Continuations department at least **30 days prior** to the publication date. Cancellation requests received less than 30 days from the publication date can not be cancelled and will be shipped and invoiced.



**Exhibit A - Pricing Page  
Print Library Materials**

Pricing Page Eligible Item Description					Discounted Unit Price Calculation				Bid Total Calculation			
Item #	Product Category	Title	Author	ISBN	Catalogue Price	Discount Percentage	Discount Amount	Discounted Catalog Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
<b>I.</b>												
1	Hardcover	One Mission: How Leaders Build a Team of Teams	Chris Fussell	9780735211353	\$27.00	45.0%	\$12.15	\$14.85	each	1	\$14.85	\$14.85
2	Hardcover	One Nation Under Gold	Jame Ledbetter	9780871406835	\$28.95	12.0%	\$3.47	\$25.48	each	1	\$25.48	\$25.48
3	Hardcover	Paradise Valley	CJ Box	9781250051042	\$27.99	45.0%	\$12.60	\$15.39	each	1	\$15.39	\$15.39
4	Hardcover	Inconvenient Sequel	Al Gore	9781635651089	\$25.99	40.0%	\$10.40	\$15.59	each	1	\$15.59	\$15.59*
5	Hardcover	I Can't Make This Up	Kevin Hart	9781501155567	\$26.99	45.0%	\$12.15	\$14.84	each	1	\$14.84	\$14.84
<b>II.</b>												
11	Paperback	Books for Living	Will Schwalbe	9780804172752	\$16.00	40.0%	\$6.40	\$9.60	each	1	\$9.60	\$9.60
12	Paperback	Citizen Science	Caren Cooper	9781468315998	\$17.95	40.0%	\$7.18	\$10.77	each	1	\$10.77	\$10.77
13	Paperback	Golden Compass, vol. 1	Philip Pullman	9780553523720	\$9.99	40.0%	\$4.00	\$5.99	each	1	\$5.99	\$5.99
14	Paperback	Barron's GRE		9781438009155	\$26.99	40.0%	\$10.80	\$16.19	each	1	\$16.19	\$16.19
15	Paperback	Official Museum Directory 2017		9780872170605	\$287.00	0.0%	\$0.00	\$287.00	each	1	\$287.00	\$287.00
<b>III.</b>												
21	University Press	Zips on the Pitch	Thomas Bacher	9781937378806	\$19.95	12.0%	\$2.39	\$17.56	each	1	\$17.56	\$17.56
22	University Press	Yellow Dogs, Hushpuppies, and Bluetick Hounds	Lisa Howorth	978087845929	Not available - title is out of print				each	1		
23	University Press	Memphis Tennessee Garrison		9780821413739	\$44.95	0.0%	\$0.00	\$44.95	each	1	\$44.95	\$44.95
24	University Press	California Dreaming	Paul JP Sandul	9781938228865	\$27.99	12.0%	\$3.36	\$24.63	each	1	\$24.63	\$24.63
25	University Press	Jail House Bound	Mark Allan Jackson	9781933202334	\$12.99	0.0%	\$0.00	\$12.99	each	1	\$12.99	\$12.99*
<b>IV.</b>												
30	Reinforced	Zora!	Dennis B. Fradin	9780547006956	\$17.99	20.0%	\$3.60	\$14.39	each	1	\$14.39	\$14.39
31	Reinforced	Voice of Freedom	Carole Weatherford	9780763665319	\$17.99	45.0%	\$8.10	\$9.89	each	1	\$9.89	\$9.89*
32	Reinforced	United Nations	Katie Marsico	9781631880322	\$27.07	20.0%	\$5.41	\$21.66	each	1	\$21.66	\$21.66
33	Reinforced	Tree Lady	Joseph Hopkins	9781442414020	\$17.99	45.0%	\$8.10	\$9.89	each	1	\$9.89	\$9.89*
34	Reinforced	Family of Readers	Roger Sutton	9780763632809	\$22.00	45.0%	\$9.90	\$12.10	each	1	\$12.10	\$12.10*
<b>V.</b>												
40	Library Edition	No Way Out	Dan Poblocki	9781338148596	\$16.99	20.0%	\$3.40	\$13.59	each	1	\$13.59	\$13.59*
41	Library Edition	What if You had Animal Eyes?	Sandra Markle	9781338206456	\$19.99	20.0%	\$4.00	\$15.99	each	1	\$15.99	\$15.99*
42	Library Edition	Guardians of the Gryphon's Claw	Todd Calgi Gallicano	9781524713669	\$19.99	20.0%	\$4.00	\$15.99	each	1	\$15.99	\$15.99
43	Library Edition	Apples for Little Fox	Ekaterina Trukhan	9780399555633	\$20.99	20.0%	\$4.20	\$16.79	each	1	\$16.79	\$16.79
44	Library Edition	I Survived the American Revolution, 1776	Lauren Tarshis	9780545919746	\$16.99	20.0%	\$3.40	\$13.59	each	1	\$13.59	\$13.59*
											<b>Total Bid Cost</b>	<b>\$659.71</b>

\*Category provided does not match ISBN. ISBN provided has been quoted.

Exhibit A - Pricing Page  
Print Library Materials

List of Discount Percentages:			
	Category	DISCOUNT PERCENTAGE	Annual Volume per Category
I	Hardcover	45.0%*	225
II	Paperback	40.0%*	225
III	University Press	12.0%*	225
IV	Reinforced	20.0%	225
V	Library Edition	20.0%	225

\*Hardcover and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount or invoiced at publisher's list price.

Vendors should complete the contract coordinator information below:

VENDOR NAME: <u>Brodart Co.</u>	PHONE: <u>800.233.8467</u>
CONTRACT MANAGER: <u>Tara Miller</u> <small>(Please print)</small>	FAX: <u>570.651.1639</u>
	EMAIL: <u>bids@brodart.com</u>
AUTHORIZED REPRESENTATIVE: <u><i>Lisa Miosi</i></u> <small>(Signature)</small>	<u>November 29, 2017</u> <small>(Date)</small>
AUTHORIZED REPRESENTATIVE: <u>Lisa Miosi</u> <small>(Print)</small>	