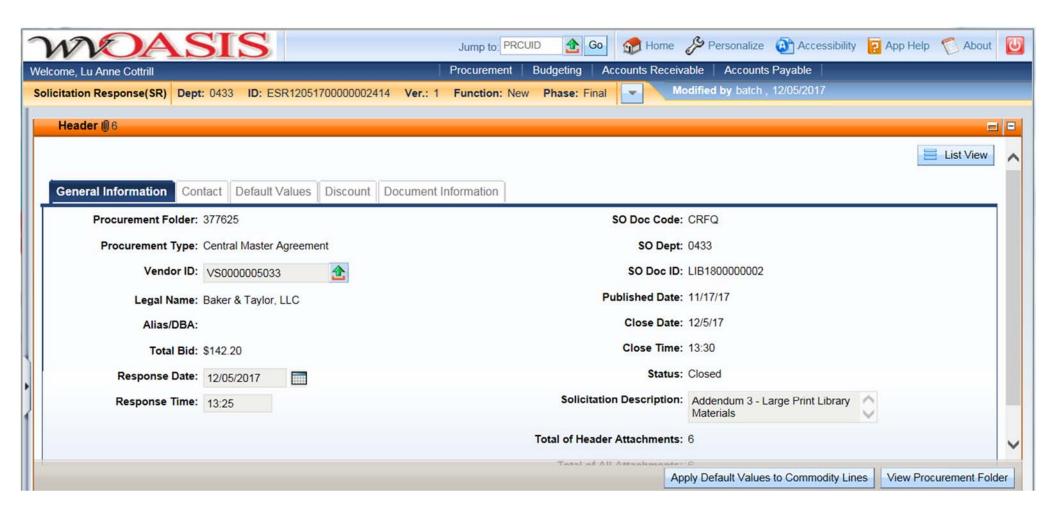
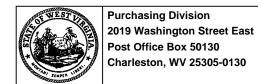


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronicallysubmitted 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.





State of West Virginia Solicitation Response

Proc Folder: 377625

Solicitation Description: Addendum 3 - Large Print Library Materials

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-05	SR 0433 ESR12051700000002414	1
	13:30:00		

VENDOR

VS0000005033

Baker & Taylor, LLC

Solicitation Number: CRFQ 0433 LIB1800000002

Total Bid: \$142.20 **Response Date:** 2017-12-05 **Response Time:** 13:25:59

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Large Print Library Materials	1.00000	EA	\$142.200000	\$142.20

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 pag	je

Comments: In stock items provided as book only or book with mylar jacket will be delivered within 3 business days of receipt of order.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQO433 LIBITOR SOLICITATION NO.: CRFQO433Instructions: 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	ived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's representations.	pt of addenda may be cause for rejection of this bid. Itation made or assumed to be made during any oral atives and any state personnel is not binding. Only to the specifications by an official addendum is
Company Lee Ann June Lee Authorized Signature	Ann Queen Director Pricing Services
12-5-2017	
Date	· ,

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

SOLICITATION NUMBER: CRFQ LIB1800000002 Addendum Number: 03

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

Apr	olicable	Addendum	Category:
-----	----------	----------	-----------

[1]	Modify bid opening date and time
١٧	'	Modify specifications of product or service being sought
[4	']	Attachment of vendor questions and responses
[l	Attachment of pre-bid sign-in sheet
[1	Correction of error
ſ	1	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 1:30 PM, EST.
- 2. To modify specifications 5.1. and 5.2 as attached.
- 3. To modify the Exhibit A Pricing Page to include discount percentages by Category for Hard Cover and Paperback.
- 4. 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.



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

State of West Virginia Request for Quotation 30 - Printing

Proc Folder: 377625 Doc Description: Addendum 3 - Large Print Library Materials Proc Type: Central Master Agreement Version Solicitation No Date Issued Solicitation Closes 4 2017-12-05 0433 LIB1800000002 2017-11-17 CRFQ 13:30:00

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:

Baker + Taylor LLC 2550 West Tyvola Rd- Ste 300 Charlotte, NC 28217

800-775-7930, exh 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Lee Ann Queen Director Pricing Services

FEIN# 47-3/79974 Signature X Lee Ann Julean FEIN # 4
All offers subject to all terms and conditions contained in this solicitation

DATE 12-5-2017

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

Addendum

Addendum #3 issued for the following reasons:

- To modify the bid opening date to December 5, 2017 at 1:30 PM, EST.
 To modify specifications 5.1. and 5.2 as attached.
 To modify the Exhibit A Pricing Page to include discount percentages by Category for Hard Cover and Paperback.
 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 Large Print book and print materials (collectively "Large 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		LIBRARY COMMISSION CULTURE CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Large Print Library Materials	1.00000	EA		
'	Large Print Library Materials	7.00000			

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

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.

To egg		D COMPLETE ALL COLU			3.00.9					3775				
		Pricing Page Eligible			21046		Discounted Unit		····	31000	100.09 = (400.00) (400.00) (400.00)		tal Calculation	The control of the co
ltem #	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
					4	70927525		212727373						
1	Hard Cover	Powder Burn	William W. Johnstone	9781683244516							each	1.00		
2	Hard Cover	Across the Rio Bravo	R:W Stone	9781683244523							each	1.00		
3	Hard Cover	Beyond Fort North	Peter Dayson	9781683244875							each	1.00		
4	Hard Cover	Slick Money	Giles Tippette	9781683244868							each	1.00		
5	Hard Cover	Death Rides the Rails	James J Griffin	9781683245209							each	1.00		
- II						5 . J . S	经现代的							
6	Paperback	Powder Burn	William W. Johnstone	9781683244516							each	1,00		
7	Paperback	Across the Rio Bravo	R. W. Stone	9781683244523							each	1.00		
8	Paperback	Beyond Fort North	Peter Dawson	9781683244875							each	1,00		
9	Paperback	Slick Money	Giles Tippette	9761683244868							each	1.00		
10	Paperback	Death Rides the Rails	James J. Griffin	9781683245209			jirak kito				each	1.00		
										-				
												Total B	id Cost	

List of Discount Percentages:								
	Category	DISCOUNT PERCENTAGE	Estimated Annual Volumn per Category					
<u> </u>	Hard Cover		350					
11	Paperback		350					

Vendors should complete the contract coordinator information below:

· · · · · · · · · · · · · · · · · · ·		
VENDOR		
NAME:	PHONE:	
CONTRACT MANAGER:		
MANAGER:	FAX:	
(Please print)	EMAU;	

AUTHORIZED		
REPRESENTATIVE:		
(Signature)	(Date) Page 1 of 1	
REPRESENTATIVE:	1 8 8 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
(Print)		

Vendor Questions and Agency Answers CRFQ LIB1800000002 Large 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 Special Services Division's Library for the Blind and Physically Handicapped.
- 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 has been revised to accommodate categories for Hard Cover and Paperback.
- 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



State of West Virginia **Request for Quotation** 30 - Printing

	Proc Folder: 377625		
	Doc Description: Addend	um 3 - Large Print Library Materials	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-17	2017-12-05 13:30:00	CRFQ 0433 LIB1800000002	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:

Baker + Taylor, LLC 2500 West Tyvola Rd-Ste 300 Charlotte NC 28217 800-775-7930, ent 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Lee Ann Queen Director-Pricing Services

Signature X Lee Ann Queen Director-Pricing Services

All offers subject to all terms and conditions contained in this solicitation FEIN# 47-3179974

DATE 12-5-2017

Page: 1

ADDITIONAL INFORMATION:

Addendum

Addendum #3 issued for the following reasons:

- To modify the bid opening date to December 5, 2017 at 1:30 PM, EST.
 To modify specifications 5.1. and 5.2 as attached.
 To modify the Exhibit A Pricing Page to include discount percentages by Category for Hard Cover and Paperback.
 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 Large Print book and print materials (collectively "Large 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		LIBRARY COMMISSION CULTURE CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
US		US	

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

Comm Code	Manufacturer	Specification	Model #	
14111536				
				1

Extended Description:

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

	Document Phase	Document Description	Page 3
LIB1800000002	Final	Addendum 3 - Large Print Library Materials	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ LIB1800000002 Addendum Number: 02

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:

١v		Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
ĺ	1	Attachment of pre-bid sign-in sheet
[I	Correction of error
ı	1	Other

Description of Modification to Solicitation:

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

1. To move bid opening to 11/29/2017 at 1:30 PM EST to give the agency time to answer the vendor questions and make changes to the specifications.

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.



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

State of West Virginia Request for Quotation

30 - Printing

ı	Proc Folder: 377625				
	oc Description: Addend		rge Print Library Materials ent		
Date Issued	Solicitation Closes	Solicitati		Version	
2017-11-09	2017-11-29 13:30:00	CRFQ	0433 LIB1800000002	3	

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:

Baker + Taylor LLC 2550 West Tyusla Rd- Ste 300 Charlotte, NC 28217 800-775-7930, ext 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Lee Ann Qugen Director - Pricing Services

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

ADDITIONAL INFORMATION:

Addendum

Addendum #2 issued move bid opening to 11/29/2017 at 1:30 PM EST to give the agency time to answer the vendor questions and make changes to the specifications.

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 Large Print book and print materials (collectively "Large Print Library Materials".) The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

INVOICETO		SHIP'TO	
LIBRARY COMMISSION CULTURAL CENTER		LIBRARY COMMISSION CULTURE CENTER	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
us		us	

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

Comm Code	Manufacturer	Specification	Model #	
14111536				
		·		1

Extended Description:

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



State of West Virginia **Request for Quotation** 30 - Printing

Proc Folder: 377625

Doc Description: Addendum 2 - Large Print Library Materials

Proc Type: Central Master Agreement

Version Solicitation Closes Date Issued Solicitation No 2017-11-09 2017-11-29 **CRFQ** 0433 LIB1800000002 3 13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

Baker + Taylor, LLC 2550 West Tyvola Rd- Ste 300 Charlotte, N C 28217 800-775-7939, ext. 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Lee Ann Queen Director-Pricing Services

Signature X Lee Ann June FEIN# 47-3179974

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

DATE 12-5-2017

ADDITIONAL INFORMATION:

Addendum

Addendum #2 issued move bid opening to 11/29/2017 at 1:30 PM EST to give the agency time to answer the vendor questions and make changes to the specifications.

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 Large Print book and print materials (collectively "Large Print Library Materials".) The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

INVOICE TO		SHIPTO	
LIBRARY COMMISSION CULTURAL CENTER		LIBRARY COMMISSIO	N .
1900 KANAWHA BLVD E		1900 KANAWHA BLVD	E
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Large 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

	Document Phase	Document Description	Page 3
LIB1800000002	Final	Addendum 2 - Large Print Library Materials	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ LIB1800000003 Addendum Number: 01

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

i)	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
I	ı	Attachment of pre-bid sign-in sheet
ĺ٧	/	Correction of error

Description of Modification to Solicitation:

Other

Applicable Addendum Category:

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

1. To correct the Exhibit A Pricing Page attached in wvOASIS to fully calculate. .

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.



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

State of West Virginia **Request for Quotation** 30 - Printing

Proc Folder: 377625

Doc Description: Addendum 1 - Large Print Library Materials

Proc Type: Central Master Agreement

Version Date Issued Solicitation Closes Solicitation No 2 2017-11-03 2017-11-15 CRFQ 0433 LIB1800000002 13:30:00

BIDIRECEIVING, LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Baker + Taylor LLC 2550 West Tyrola Rd- Ste 300 Charlotte, NC 28217

805-775-7930, ch 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

micheile.l.childers@wv.gov

Lee Ann Queen Director Pricing Services

FEIN# 47-3179974

DATE /2-5-2017

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

ADDITIONAL INFORMALTON:

Addendum

Addendum 1 issued to correct the Exhibit A Pricing Page attached in wvOASIS to fully calculate.

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 Large Print book and print materials (collectively "Large Print Library Materials".) The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

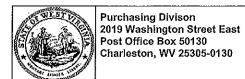
INVOICETO		SHIPTO	
LIBRARY COMMISSION CULTURAL CENTER		LIBRARY COMMISSION CULTURE CENTER	•
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Large 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



State of West Virginia **Request for Quotation** 30 — Printing

Proc Folder: 377625

Doc Description: Addendum 1 - Large Print Library Materials

Proc Type: Central Master Agreement

Version Solicitation Closes Date Issued Solicitation No 2017-11-03 2017-11-15 CRFQ 0433 LIB1800000002 2 13:30:00

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:

Baker + Taylor LLC 2550 West Tyvola Rd-Ste. 300 Charlotte NC 28207

800-775-7930 jent 3245

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Lee Ann Queen Director-Pricing Services
Lee Ann July 17-3179974

DATE 12-5-2017

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

ADDITIONAL INFORMATION:

Addendum

Addendum 1 issued to correct the Exhibit A Pricing Page attached in wvOASIS to fully calculate.

End of Addendum

Lid Oi/ 0401100111

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 Large Print book and print materials (collectively "Large 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		LIBRARY COMMISSION CULTURE CENTER	I
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	≣
CHARLESTON	WV25305-0620	CHARLESTON	WV 25305-0620
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Large 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

	Document Phase	Document Description	Page 3	
LIB1800000002	Final	Addendum 1 - Large Print Library Materials	of 3	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Baker & Taylor Discount Terms and Conditions of Sale (Firm Order and Continuation Services) West Virginia Library Commission

Baker & Taylor is pleased to offer the discount terms and conditions contained in this Attachment A. The pricing grid below provides discounts for

each product category offered by Baker & Taylor.

Product Category	Category Definition (a)	Price Indicator	Discount	
I.	Adult Trade Hardcover Editions (Popular Fiction & Non-Fiction, and may include some spoken word audio)	0 - (zero) (Hardcover Trade Editions) C - (Hardcover Computer Books)	44.0%	
II.	Juvenile Trade Hardcover Editions (Popular Fiction & Non-Fiction)	J	44.0%	
III.	Adult Quality Paperback Editions (Popular Fiction & Non-Fiction)	B - (Paperback Trade Editions) C - (Paperback Computer Books)	41.0%	
IV.	Juvenile Quality Paperback Editions (Popular Fiction & Non-Fiction)	G	41.0%	
٧.	Mass Market Paperback Editions	Р	41.0%	
VI.	Single Edition Reinforced (Juvenile)	R	30.0%	
VII.	Publisher's Library Edition (Juvenile)	z	20.0%	
VIII.	University Press Trade Editions (may be of any binding and include some spoken word audio)	Α	10.0 %	
IX.	Text, Technical, Reference, Professional Medical, Small Press, some University Press titles (excluding University Press Trade Editions) and/or Titles of Limited Demand (may be of any binding and include some spoken word audio)	S/X/N - (Text, Technical, or Reference Editions) L - (Hardcover Editions from Small Press and Hardcover Titles of Limited Demand—primarily Adult) 7 - (Hardcover Titles of Limited Demand—primarily Juvenile) M - (Paperback Editions from Small Press and Paperback Titles of Limited Demand—primarily Adult) 1 - (Paperback Titles of Limited Demand—primarily Juvenile) T/U/V/W/4/Letter O - (Specialty Textbooks) 5/6/8 - (Professional Medical Titles)	S = 10.0 % X = 10.0 % N = 5.0 %(b) L = 5.0 %(c)(d) 7 = 30.0%(d) M = 5.0 %(c)(d) 1 = 30.0%(d) T = 0.0 % U = 5.0 % V = 0.0 % W = 0.0 %	
X.	Imported English and Non-English Language Editions	F/K/3	0.0 %	
XI.	Enhanced Service Program	Y/Q	0.0 % + \$ 4.95/unit (e	
XII.	Spoken Word Audio	Н	45.0%	
XIII.	Board Books	I	30.0%	
XIV.	Novelty Items/Activity Books	I	30.0% D = 0.0 % E = 0.0 % 15.0 %	
xv.	Special Programs, such as: - PawPrints Editions - Turtleback Editions - Playaway Audio Editions	D E All Playaway Audio editions		

- (a) Please see Attachment B for full category definitions, which are attached hereto and incorporated herein by reference. Materials produced for TextStream print-on-demand services may fall into any category.
- (b) Titles which receive minimal publisher discount will be invoiced at publisher's list price.
- (c) Represents publishers with limited sales volume, based upon a semi-annual review. These titles may be of any binding type or publisher of origin.
- (d) Represents individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). These titles may be of any binding type or publisher of origin.
- (e) Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price + \$ 4.95 / unit.

Baker & Taylor Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For PawPrints editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions in this Attachment A do not apply to Baker & Taylor's Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

Category Definitions

I. Adult Trade Hardcover Editions (0, C) (may include some spoken word audio materials)

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

H.

Juvenile Trade Hardcover Editions (1)

High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

Adult Quality Paperback Editions (B, C)

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

<u>Juvenile Quality Paperback Editions</u> (G)
High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

ν.

Mass Market Paperback Editions (P)
A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

VT. Single Edition Reinforced (R)

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

VII. Publisher Library Editions (Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

<u>University Press Trade Editions</u> (A) (may include some spoken word audio materials)

This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: <u>Alexander McOueen: Savage Beauty</u> by Andrew Bolton, ISBN: 9780300169782.

Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review.

It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio

Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031

X,

Imported English and Non-English Language Editions (F,K,3)
Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. Enhanced Service Program Titles (Y/Q)

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: <u>Business Income Coverage Guide</u>, ISBN: 9781941627532.

XII.

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example of a spoken word audio edition would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

Board Books (I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

XIV.

Novelty Items/Activity Books (I)
Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, tracing books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

Special Programs (D and E as indicated in Attachment A)

Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to PawPrints and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition)

Enhanced Services Program

(optional program; Book and Spoken Word Audio Products)

Baker & Taylor is pleased to provide a service that will save your library time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers.

Baker & Taylor's Enhanced Services Program (ESP) provides the library with access to millions of active book titles representing over 75,000 imprints. This breadth of coverage is greater than that of any other book industry wholesaler.

The ESP program builds on Baker & Taylor's already outstanding publisher relations by:

- Expanding our vendor relations team responsible for the follow-up of all publisher orders, improving the speed of delivery of all titles to the library;
- Widening our publisher base to include hundreds of small non-commercial publishers formerly considered apply direct by the book industry; and
- Increasing our reporting capabilities by providing order status reports for 100% of all titles not yet published, and by supplying anticipated publication release dates for all out-of-stock items.

In order to provide these enhanced title acquisition services, Baker & Taylor will apply a service charge to qualifying titles. Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or publishers whose titles have limited demand, and/or non-commercial publishers will be invoiced at list price plus a \$4.95 per unit surcharge. For libraries concerned about purchasing these types of titles, B&T's Title Source can assist the librarian in researching a particular item's category and format. Surcharge titles will appear with a Y or Q in the discount code field. Additionally, you may contact your Customer Service representative or Information Services via phone, fax, or e-mail (btinfo@baker-taylor.com) to determine surcharge titles before placing an order.

As a convenience to the library, B&T can exclude these titles from all orders by adjusting the library's account profile setup. Please contact your Customer Service Representative for additional information.



Attachment D

Institutional Returns Policy

(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (excluding Book Leasing programs) require prior authorization from a Customer Service Representative. You may contact your appropriate representative via the toll-free number listed on your packing list.

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. All claims must be made within 45 days from the date of invoice.

- 1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested -
 - 1. Replacement of product
 - Credit to your account; no replacement product necessary
- Your Customer Service Representative will assign your return an authorization number (RTA#).
 To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
- 3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
- 4. Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice. Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. *All claims must be made within 45 days from the product's invoice date.* Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website

http://www.btol.com/international libraries details.cfm?sideMenu=Contact%20Us&home=home help details.cfm&ctx=1

All returns should be sent to:

Baker & Taylor Returns Center Department R 251 Mt. Olive Church Road Commerce, GA 30599



STANDING-ORDER CANCELLATION AND RETURN POLICY

(Effective 12/07)

Baker & Taylor Continuation Services is a customized standing-order program designed for public, academic and school libraries. Customers may sign up for series on a standing-order basis, and will automatically receive every publication as they become available from publishers. Due to the nature of this program, only the exact amount of required books is ordered from each publisher on behalf of profiled customers. It is therefore necessary to adhere to a firm cancellation/return policy.

CANCELLATION POLICY

The customer must notify Continuation Services 1.800.775.3600 at least 30 DAYS PRIOR TO PUBLICATION DATE to request the cancellation of a title or the deletion of a series from their profile.

To keep customers informed of their backordered titles, Continuation Services shipments include a Backorder Status Report. This report lists titles, which a customer can expect to receive within the next three months. NOTE: Backorder Status Reports should be reviewed immediately upon receipt of shipment. Also, Master Profile Reports, a listing of all series on a customer's standing-order profile, are available upon request. Registered users may also view/maintain their standing order profiles and backordered titles via http://compass.btol.com.

RETURN POLICY

The following guidelines are required to ensure prompt handling of your return.

All Continuation Services product returns require authorization from your Continuation Services

Customer Account Representative in Bridgewater, New Jersey 1.800.775.3600.

- · Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.
- · Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice.
- Products purchased with value-added processing services, that have been shipped as ordered or property stamped by your library, are considered non-returnable.
- A title, which is ordered and received through Baker & Taylor Continuation Services, cannot be returned if a duplicate is received from another source. These books should be returned to the other supplier.

HOW TO OBTAIN RETURN AUTHORIZATION

Please use the Return Authorization Form from your shipment's packing list to make all returns.

Contact your Continuation Services Customer Account Representative at 1.800.775.3600 for return authorization.

All claims for damages and shortages must be made within 45 days from the date of invoice.

- 1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form- attached to the carton packing list
 - B. Your Continuation Services "C" account number, invoice and/or ATS# from the shipment's packing list
 - C. Reason for claim/return
 - D. Action being requested:
 - a. Replacement of product
 - b. Credit to your account; no replacement product necessary
- 2. Your Customer Account Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA number on the Return Authorization Form and on the outside of the carton in the upper right corner of the shipping label.
- Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit. Ship Returns to: Baker & Taylor Returns Center, Dept. R, 251 Mt. Olive Church Road, Commerce, GA 30599

DAMAGED SHIPMENTS

If you receive a damaged carton(s), which resulted in a damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Continuation Services Customer Account Representative via the toll-free number listed above.

CLAIMING SHORTAGES

Please check your packing list or invoice before claiming shortages. All shortage claims must be made within 45 days from the product's invoice date. Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the carrier are not claimable as shortages from Baker & Taylor.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Backer & Taylor, LLC Address: 2550 West Tyrola Rel
_5/e. 300
Authorized Agent: Lee Ann Queen Director Address: Charlotte, NC 28217 Contract Number: Sol. No. 0433 Pricing Services Large Library Materials Governmental agency awarding contract: Dept. of Administration - Purchasing Division
Contract Number: Sol. No. 0433 Contract Description: Print Library Makerial
Governmental agency awarding contract: Dept. of Administration - Purchasing Division
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
1. Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) ☐ Check here if none, otherwise list entity/individual names below:
Please see the following page
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) Check here if none, otherwise list entity/individual names below.
Signature: Lee Ann Juein Date Signed: 12-5-2017
Notary Verification
State of North Carolina, County of Mecklenburg:
I, Lee Ann Queen, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this 5th day of December , 2017
Janica Botto
To be completed by State Agency: Date Received by State Agency: Date submitted to Ethica Committed to Et
Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

Baker & Taylor, LLC Ownership Information

Baker & Taylor Holdings, LLC * owns 100 % of Baker & Taylor, LLC *
BTAC Acquisition Corp.* owns 100 % of Baker & Taylor Holdings, LLC *
BTAC Holding Corp.* owns 100 % of BTAC Acquisition Corp. *
BTAC Acquisition, LLC* owns 100 % of BTAC Holding Corp. *
Follett Corporation** owns 100 % of BTAC Acquisition, LLC *

No other stockholder owns a 25 % or greater interest.

* 2550 West Tyvola Road, Ste. 300 Charlotte, NC 28217

**3 Westbrook Corporate Center Westchester, IL 60154

Lee Ann Queen

Director – Pricing Services

Baker & Taylor, LLC

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. Gode § 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 exceed 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: Bake: a Taylor, LLC Authorized Signature: Lee Ann Queenate: 12-5-2017 Director Pricing Services State of North Carolinal County of Mecklenburg, to-wit; Taken, subscribed, and sworn to before me this 5 day of December, 20/7. My Commission expires Jayually 17, 20/8. AFFIX SEAL HERE NOTARY PUBLIC LAGAR Affidavit (Revised 08/01/2016)

		Pricing Page Eligible Item Description					Discounted Unit Price Calculation				Bid Total Calculation				
m#P	Product Category	Title	Author	ISBN	Catalogue Price	Discount Percentage	Discount Amount	Discounted Catalog Price	Cald	it (For culation poses)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost		
l.			William W.				A STATE OF THE STA								
1 Ha	ard Cover	Powder Burn	Johnstone	9781683244516	\$35.95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76		
2 На	ard Cover	Across the Rio Bravo	R W Stone	9781683244523	\$34.95	20%	\$6.99	\$27.96		each	1.00	\$27.96	\$27.96		
3 На	ard Cover	Beyond Fort North	Peter Dawson	9781683244875	\$34,95	20%	\$6.99	\$27.96		each	1.00	\$27,96	\$27.96		
4 Ha	ard Cover	Slick Money	Giles Tippette	9781683244868	\$35.95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76		
5 Ha	ard Cover	Death Rides the Rails	James J Griffin	9781683245209	\$35,95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76		
ll .			to see the see that the												
6	Paperback	Powder Burn	William W. Johnstone	9781683244516	Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!		
7	Paperback	Across the Rio Bravo	R. W. Stone	9781683244523	Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!		
8	Paperback	Beyond Fort North	Peter Dawson	9781683244875	Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!		
9	Paperback	Slick Money	Giles Tippette	9781683244868	Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!		
10	Paperback	Death Rides the Rails	James J. Griffin	9781683245209	Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!		

List of Discount Percentages:

	Category	DISCOUNT PERCENTAGE	Estimated Annual Volumn per Category
1	Hard Cover	20% 🔆	350
II	Paperback	41% ————————————————————————————————————	350

Vendors should complete the contract coordinator Information below:

t Large Print editions
may be of any binding type.

Please see Attachment A for a complete
outline of discount terms:

VENDOR Baker Taylor. LLC	PHONE: 1704-998-3745
CONTRACT MANAGER: Lee Ann Ovcen (Please print)	FAX: 704-998-3260
(r-lease print)	FAX: 704-998-3260 EMAIL: bid5 @ baker taylor, com
ALITHORIZED 10 A	

AUTHORIZED
REPRESENTATIVE:

AUTHORIZED
REPRESENTATIVE:

AUTHORIZED
REPRESENTATIVE:

Lee Ann Queen

(Date) Page 1 of 1

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 Large Print book and print materials (collectively "Large 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.

- 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 I00 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

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.
 Comply
 - **3.1.1.1** Vendor shall be able to provide Adult Fiction and Nonfiction large print titles.
 - **3.1.1.2** Vendor shall be able to provide Teen Fiction and Nonfiction large print titles.
 - **3.1.1.3** Vendor shall be able to provide Juvenile Fiction and Nonfiction large print titles.
 - 3.1.1.1 through 3.1.1.3

Baker & Taylor maintains one of the largest combined in-stock book, video and music inventories in the United States with approximately 1 million titles in inventory and over 3.3 million available for order. Title inventory includes Adult, Teen, and Juvenile selections, Fiction and Non-Fiction, appropriate for any audience or reading level. Choose from popular literature, classic literature, technical editions, reference editions and more.

Our national inventory contains over 3,500 Large Print titles, with an additional 11,000 available for backorder.

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.

Baker & Taylor's Title Source 360^{TM} website is a revolutionary way to order product from one trusted source. Through the latest innovative technology, Title Source 360^{TM} provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process all online at $\underline{ts360.baker-taylor.com}$.

Baker & Taylor's Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, e-book, spoken word audio, DVD, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title information is updated daily. Title Source 360™ Benefits:

- -Largest database of book titles and media products
 - -Fast, customized search results based on prior searches or user

REQUEST FOR QUOTATION

Large Print Library Materials

profile

- -Intuitive interface
- -Inventory view and title searching within cart
- -Product release calendar
- -Special offers and promotions
- -Live customer support
- -Customized profiles
- -Streamlined order management
- -Simple batch entry upload and ordering process

Title Source 360[™] makes it faster and easier to order books, movies or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.

Customized Search and Browse Capabilities

Title Source 360[™] enhanced search capabilities include type-ahead and spell-checking to aid in your search.

Wealth of data at your fingertips

Each view provides publisher/producer status, inventory level, estimated discounted price, cart and order duplication indication—without a single click of a button.

Enhanced MARC profiler

This feature makes integration with your ILS easy and efficient. Output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, and collection codes, to create on-order records. On-order records can be used in the acquisitions process and to enable patrons to place holds on prepub titles.

Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts organized. Choose from multiple batch entry options: basic data entry, copy and paste and file import—multiple formats are supported.

Innovative Shared Cart Workflow

Share your cart with multiple users and control each step of the process, including selecting who can perform which function and assigning completion deadlines.

The Title Source 360™ database contains detailed, comprehensive, up-to-date information on over 8 million book titles, 200,000 DVD titles, and 750,000 music titles. Data elements also include: 45 key search indices (including LC and Dewey classes), eleven filter criteria (including stock status, publication date, binding, format, and grade level), and duplicate checking between orders and selection carts.

Key Features of Title Source 360™ are:

Updated daily to insure accurate and current information, including in-stock titles, pre-publication, and new release titles

Inventory Display –At all views, Title Source 360 displays updated inventory data (typically updated on the hour) for the customer's primary warehouse. Uniquely available from

	Baker & Taylor, publisher inventory is also displayed via our Virtual Inventory Program (VIP)
•	Real-Time Check – inventory totals may be instantly checked in "real-time" via a one click link to "Real Time Inventory"
•	Discounted price and list price are automatically presented in all cart views, with no need for a price check.
•	Rich bibliographic information, including over 4.8 million jacket images in full color, first chapters, annotations, tables of contents, as well as standard bibliographic data such as author, ISBN, price, publisher/producer, and publication
•	Fully searchable Tables of Contents (1,300,000) and Annotations (4.1 Million). Approximately 1.2 million full-text reviews, including Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, VOYA, BookPage, BookList, Foreword, AudioFile and E-Streams
•	Automatically access titles by review publication date
•	Over 45 search indices, including BISAC, LC and Dewey classes
•	Create, merge, copy, export and transfer selection carts. Carts can even be emailed to other users
•	Download MARC records into your ILS system with 9XX tags
•	Duplicate checking between orders and selection carts- Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons "O" at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED) at that time. This tracking is also available for orders transmitted through the Library's ILS.
•	Duplicate Data for alternate formats of a work may be viewed with one-click access. This feature provides the user with information on any alternate format of the work being searched and also provides a quick summary to identify if any of the alternate formats are currently contained in another cart, in another order, or within Library Holdings. Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity.
•	Access to lookup ISBN's in library OPAC with one click

Administrator determines levels of access for user IDs

System Requirements:

Internet Explorer (version 5.0 or higher)
An internet connection (56K or higher recommended)

Title Source 360[™] is designed to support library workflows, and is integrated with Baker & Taylor's collection development service FirstLook[™] and your integrated library system (ILS).

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.

Popular title and topic lists, created by our Collection Development staff, are available for your access, in cart form. These lists are part of our Selection List Services.

OnLine Selection Lists (Free of Charge)

Baker & Taylor's on-line selection lists are developed by our professional staff to help save you time and effort in searching for titles of interest. Utilizing Title Source, you can browse our comprehensive list of Title Lists, developed exclusively for you.

Lists are organized into useful categories of similar lists, helping you easily browse the topics that interest you and your patrons.

- Academia
- Adult Fiction and Non-Fiction
- Children's Fiction and Non-Fiction
- Young Adult Fiction and Non-Fiction
- Spanish Language Fiction and Non-Fiction
- Spoken Word Audio
- Music and Video
- Computer Titles
- Scientific, Technical, and Medical
- University Press
- UK Adult Titles
- Audio & Video Bestsellers
- Audio & Video New Releases
- Book Leasing (prepublication list of new releases)
- Booking Ahead
- Children's & Teen (CATS)
- Critic's Choice (award winners)
- Critic's Picks (book clubs, reviews)
- Curriculum Support
- Fast Facts
- Librarian Selections
- Monthly Stars
- Spanish & Hispanic Titles

State Book Awards

To access the lists, simply log-in from Title Source via Quick Links.

Catalog Listings

(free of charge; available online and in Title Source cart format)

Forecast

Our most extensive publication, Forecast is a monthly magazine promoting soon to be published hard cover, paperback, and spoken word audio titles. Forecast speaks to librarians about future bestsellers and noteworthy mid list titles so they can make well informed buying decisions. Features include monthly subject collections as well as

publicity news on upcoming author tours, media tie-ins, and serial and book club rights.

New Release Calendar - The New Release Calendar available in TS360 highlights new product releases in all categories — Books, Movies, and Music (or you can select just one category). You have the ability to view all titles in a particular day, month, format, etc.

CATS Series

CATS Series features the newest and most popular continuing series for public libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/ Manga/ comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon publication when you request the series appropriate for your children's and teen collections.

Graphic Novels

Graphic Novels is the Baker & Taylor catalog dedicated to graphic novels, one of the fastest growing genres in books.

Graphic Novels, a full-color publication, offers many pages of title lists and insight into the unique "language" of this specialty category. Sections include:

Graphic Novels Top 25 Bestsellers

Graphic Novels Front List (New Titles)

Graphic Novels Core Lists - Series & Manga Titles, Stand Alone Titles and Drawing Techniques Titles

Exclusive Interviews with Authors and Illustrators

Award-winning Titles (including Eisner Awards and Harvey Awards)

Graphic Novels is published quarterly.

Growing Minds

This publication is a comprehensive guide to Baker & Taylor's juvenile selections featuring titles appropriate for all interest levels from toddlers through young adults. Each issue of Growing Minds contains special theme collections that cover a variety of subjects of interest.

Contents of Growing Minds include:

Board Books Babies & Toddlers Preschool Picture Books Early Readers

Middle Readers Young Adult

Featured Series Selected Series Graphic Novels Series

STEAM Ahead

STEAM Ahead is a digital publication dedicated to providing valuable information from the publishing community and presenting title offerings that align with and support the STEAM curriculum. STEAM integrates elements of science, technology, engineering, art and mathematics to expand how students learn about the world around them.

Scope

Scope is Baker & Taylor's catalog of recently released and best-selling hardcover and paperback titles covering the science, technical, medical and academic genres. It is published three times a year.

Contents of Scope include:

New Releases by Category

Best Sellers

Spirit

Spirit is Baker & Taylor's quarterly preview of notable religious, inspirational, motivational and spiritual titles. In these trying times, these titles will always be popular with your patrons.

Featuring more than 200 fiction and nonfiction titles, Spirit promotes both book and spoken-word audio editions. This publication also provides annotated title listings for topics that range from world religion and family relationships to scripture and home lifestyle, from spiritual healing to dealing with grief.

Contents of Spirit include:

Adult Books Children's Books Audio Books

First Look Custom Selection Lists

Baker & Taylor offers a wide array of customized selection services under the **First Look** family of Notification services. First Look is a profile-driven selection list service for print as well as audiovisual material. Profiles may be based on any number of selection criteria, including subject keywords, author profiles, award-citation, Dewey Call Number and/or call number ranges, review publications, starred review citations, and many other criteria. Lists can be prepared and delivered on a scheduled basis (monthly, bi-monthly, or even weekly), based on customer requirements. First Look notification lists can be delivered directly to specific Title Source users and can be duplicate-managed by B&T to exclude titles that have appeared on previous lists and/or titles that have been previously ordered by the Library.

First Look "Plus" Selection Lists

Plus Notification lists provide an "off-the-shelf" array of general subject and genre selection lists. Lists are based on popular selection criteria, such as appearance in key critical review media or appearance in popular B&T publications such as Forecast and Growing Minds. The service includes

an Express category which delivers the newest key titles to selectors based on criteria such as print run, author inclusion in our Automatically Yours program, LJ Pre-Pub Alert citation, and appearance

in B&T's weekly "Fast Facts" list. The objective of Express lists is to provide a simple, consistent method of moving these titles into selectors' hands as early as possible.

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.

Standing order services are available for popular materials via our Automatically Yours programs (author-driven profiles) and for traditional series materials via our Continuation Services program (series profiles). Large Print editions are available in both programs.

Dedicated Customer Service Staff

All program inquiries are given the highest priority, and we follow up to ensure that the Library has the reports and easy collection development tools needed to manage all profiles and to make expansion considerations. In addition, we provide to the Library staff notifications of new series, authors and plans, and website updates, as part of the service announcing exciting new plans and opportunities for increasing coverage for patrons. All plans are actively maintained via Managerial, Collection Development and Customer Service staff to ensure maximum availability of thousands of authors and series. The Library will also receive "Title Reports" when series or authors cease or are removed from plans, so that internal records are as current as possible.

For both traditional, series-based Continuation Services

(http://www.baker-taylor.com/continuations) and Automatically Yours (popular author/series) (http://www.baker-taylor.com/ay) services, the Library staff has ondemand access to selection lists for hundreds of publishers, subjects and authors for all of our plans. The flexibility of the service allows us to establish standing orders and notifications to assist in streamlining and simplifying the Library's internal ordering and selection process. In addition to standard selection lists, our Standing Order Services Support Center will create customized lists for your specific standing order and notification profiles to reveal missing series and to eliminate manual comparison work by the Library staff.

Management of Standing Orders <u>Continuation Services (Traditional series)</u>

Our Continuation Services database includes 40,000+ Series representing in excess of 250,000 individual titles. These include numbered and unnumbered monographic series, proceedings, non-subscription serials, sets in progress, selected U.S. government documents, and publications of the United Nations and other international agencies, as distributed in the U.S. Some of our best-selling series include: World Almanac and Book of Facts, Writer's Market, Rand McNally Road Atlas, Physician's Desk Reference, Scott Standard Postage Catalogue, Fodor's Travel Series, Peterson's Guides and Who's Who Directories.

Unlike other vendors in the industry, B&T does not limit your selection of series and titles to a closed listing. B&T offers a wide variety of publishers and has an extensive offering in text, technical and reference series collections. If you are interested in receiving a series which is not in our database, we will contact the appropriate Publisher to determine its

availability and establish it for you.

On-Line services include:

- View/modify your standing order profile on-line. Subscribers can make title changes, add series, or review pending shipments at their convenience.
- Access to Enriched Series/title database containing over 250,000+ series titles.
 Search options include: ISBN, title, publisher, author, editor, subject categories, and more.
- On-line claims and new series request service claiming a specific issue or requesting new series is only a mouse-click away. Our program specialists will constantly monitor submitted claims and provide daily updates, so subscribers can make informed decisions.
- Alphabetical search function which enables a user to easily navigate through their profiled series based on the first letter of a Series title.
- A print profile feature allows a user to print or view a complete list of their profiled series from their own personal computer.
- Pop-up messages to keep users informed every step of the way, as they make modifications to their profile.
- A direct hyperlink to a dedicated Customer Account Representative who will be able to answer questions, process requests, and research claims.

Baker & Taylor's Continuation Services program also offers the following additional features:

Publisher Flyer Program

Promotional flyers from our vendor partners announcing "new & noteworthy" series, published 4-6 times per year (free of charge).

The Navigator

Quarterly publication of forthcoming titles, free of charge. The Core List, published annually, contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special notes. Additional information, such as subtitle, title changes, and main series can be found in the "notes" column for selected entries.

Free Price Quotation Service

Submit a list of titles to our Continuations staff and they will provide a price quotation with the most recent issues available (free of charge).

Free Account Transfer Service

Baker & Taylor can handle all of the time-consuming account transfer tasks for the Library, free of charge. Simply follow two easy steps:

1) Forward a notification letter requesting an account transfer with a supply of your Library's letterhead and envelopes.

2) Include your current standing order titles listing including the publisher/vendor name and address for each title and the last issue received by the library.

Baker & Taylor will take care of the rest including:

- Forwarding cancellation notices to the applicable publisher/vendor
- Periodic updates of pending titles, including additional requests to publisher/vendor
- Confirmation of your current Baker & Taylor series profile to ensure all titles have been added.

Comprehensive Management Reports

Master profile reports, status reports, shipping & invoice histories, and individual title reports are available in Excel and Word format.

Automatic Order and Shipment Programs (Popular Standing Order)

Automatically Yours

Baker & Taylor's Automatically Yours program delivers the latest publications from popular authors right to your door. Select your favorite authors, and Baker & Taylor will send the latest titles, as soon as they are released. Product discount as listed in Attachment A will apply.

Automatically Yours has 8 different programs to choose from: Popular Adult Fiction Authors – featuring over 1000 fiction authors

CATS Authors & Illustrators – featuring over 600 of the most popular children and young adult authors, both fiction and non-fiction.

CATS Awards – featuring more than 80 professionally selected national and international children's and teens awards

Spoken Word Audio

Large Print Popular Adult Fiction Authors

Book Club Plans - Baker & Taylor offers 4 different Book Club Plans to help meet your patrons' needs:

"Today" Show Book Club

Reading with Ripa Book Club

"Good Morning America" Book Club

"Oprah's" Book Club

(although Oprah has discontinued her book club, she will occasionally recommend titles. We will continue to automatically ship these titles)

Inspirational Authors - Offers over 250 authors to choose

Graphic Novels - Available for Adult and Teen titles. Choose from 500 series.

CATS Series (Children's and Teens) (popular series automatic shipment)

This service provides the newest and most popular continuing series for libraries, including picture books, easy-to-read, juvenile fiction and nonfiction, graphic novels/Manga/comic strip books, teen fiction and nonfiction, and Spanish/bilingual titles. New titles are shipped to you automatically upon Revised 10/27/2014

publication when you request the series appropriate for your children's and teen collections.

Additionally, we provide confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status. Product discount as listed on Attachment A will apply.

Cancellation Process

Author-Driven Profiles / Popular Series

The Library will receive confirmation reports on forthcoming titles including information such as ISBN, publisher, and order status. This will identify program titles on order and pending shipment up to 3 months in advance for print editions. This provides the Library an opportunity to review the titles and order or cancel if desired.

Profiled Print Series

In order to provide the most efficient delivery schedule, issues for profiled series are queued for automatic order and shipment. Should the Library choose to cancel a profiled series, please notify our staff 30 days prior to the publication date of the next issue.

Claiming Mechanisms

We will be pleased to assist with any program claims. Claims for missing issues or for titles missing from a shipment may be submitted on-line or may be sent to our customer service staff. Our staff will follow up on claims to provide information on the status of late publications or to provide replacements for any missing product.

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.

We will be pleased to provide processing pricing and services upon request. Baker & Taylor offers a comprehensive range of processing/cataloging services for the shelf-ready preparation of book, spoken word audio, DVD, and Music CD product through techXpress. This service provides cataloging and processing solutions and service levels designed to accommodate every need.

Baker & Taylor can provide a full range of processing services, including mylar jackets, plastic cover lamination for paperback materials, cases, cover art, spine labels, catalog cards, barcodes, and ownership labels/stamping.

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. *Understood*
- 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.

 The discounts proposed will be applied to the publisher list price of an item, at the point of shipment. Quotation services, available within our Title Source website, will provide discounted prices firm for order for 60 days.

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.

Title Source displays the publisher list price and the contracted, discounted price for each 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. Products ordered will be delivered FOB Destination, with free shipping from the primary service center in Commerce, GA. Should the Library require cataloging/processing services, these will be invoiced in addition to the price of the product ordered.

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 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.

Understood.

5. Catalog:

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.

We will be pleased to provide a link to our Title Source website. Per paragraph 1, should you decide to utilize this as part of the evaluation, please contact our offices for trial login information (QueenL@baker-taylor.com).

Upon award, Title Source will be provided for using agencies, free of charge.

Addendum No.3 - Specification Change

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.

Discounts proposed will remain firm for the term of the agreement. Publisher list price will be updated as the publishers provide updated information for their products. New title selections will be added to the site as new publication information is made available by publisher sources. Additionally, the print status of titles also will be updated as advised by the publisher sources; any items declared unavailable by the publisher (out of print, publication cancelled, etc.) will be noted as such within our Title Source database and will no longer be available for sale.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, 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.

Orders may be placed via US Mail, e-mail, toll free telephone, toll free fax, online via our Title Source website or via EDI ordering from the from the Library's ILS.

Regarding online ordering: please see item 3.1.1.4 for a description of the Title Source website. Orders may be placed directly from the website, or, title records captured in order carts may be uploaded to any compatible ILS to create order records within that ILS system.

Titles selected for order are placed in carts, noting the quantity of each title desired. The cart is sent for order, and an order confirmation is returned electronically within minutes of order placement. Confirmation will detail a status of Confirmed, Backordered, or Cancelled for each line item of the order. As backordered items move through the fulfillment process and are shipped for delivery, the online status maintained in Title Source will update to reflect the activity.

Regarding Items Available in the Catalog:

Our title database is updated on a daily basis, adding new title releases and updating publication information, as provided by publishers. Please see 5.3 for details.

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.

We will be pleased to provide access to our Title Source website.

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.

Invoices will display the discount associated with each line item purchased. Invoices are generated only after product is shipped for delivery. Payment is due only after the shipment and delivery of goods. We will be pleased to accept payment via purchasing card.

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.

 In-stock items (book-only or book with mylar jacket) will be shipped within one business day of receipt of order, delivered within 3 days ARO. The Library may opt to fill orders from in-stock material only, cancelling the remainder, or, may opt to establish a backorder period for those items which are not available at the point of order. The length of the backorder timeframe may be determined by the Library. Please note, should the Library choose to place orders prior to publication, a back order period will be necessary for fulfillment.
- 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.

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

An order confirmation is generated for each line item ordered, at the point of order (Confirmed/Shipped, Backordered, or Cancelled). As backordered items move through the fulfillment process and are shipped for delivery, the online status maintained in Title Source will update to reflect the activity.

Additionally, status reports are generated with each shipment against the order, detailing the status of any titles ordered, but not yet shipped. Status reports are available in hard copy and also may be accessed on-line via our Online Customer Support website (OCS).

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 IIIVOICe.

Library orders will be delivered FOB Destination, with free shipping from our service center in Commerce, GA.

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.

Baker & Taylor will accept the authorized return of items that are damaged, defective, or incorrectly shipped. There is no charge associated with returned product. The Library may request replacement product or an account credit. Please see the enclosed return policy, Attachment D, for further details on credits and returns.

Replacement requests for damaged or defective product may be submitted on-line or may be sent directly to our customer service staff.

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.

We will be pleased to accept the return of items ordered in error for resaleable product and for any non-resaleable product which was sold as product only (without processing). There are no restocking fees.

8. VENDORDEFAULT:

- 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.
 - **8.1.4** Failure to remedy deficient performance upon request.
 - 8.1.1 through 8.1.4. Understood
- **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.

8.2.1 through 8.2.3. Understood

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. Orders will be filled based upon the ISBNs selected for purchase by the Library, with no substitutions. Please see item 5.2 for information regarding items contained on our title website.

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.

Comply. Baker & Taylor maintains one of the largest combined in-stock book, video and music inventories in the United States with approximately 1 million titles in inventory and over 3.3 million available for order. Title inventory includes Adult, Teen, and Juvenile selections, Fiction and Non-Fiction, appropriate for any audience or reading level. Choose from popular literature, classic literature, technical editions, reference editions and more.

- 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.

 Understood.
- 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: <u>Lee Ann Queen, Director-Pricing Services</u>

Telephone Number: 800-775-7930, ext. 3245

Fax Number: 704-998-3260

Email Address: bids@baker-taylor.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.

Lee Ann Queen Director Pricing Services for
(Name, Thie)
Lee Ann Queen Director - Pricing Services
(Printed Name and Title)
2550 West Tyrola Rd Ste. 300 / Charlotte NC 28217
(Address)
800-775-7930 ext 3245 / 704-998-3260
(Phone Number) / (Fax Number)
bials & baker-taylor, 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.

(Company)
(Company)
Lee Ann Jusen Director - Pricing Services (Authorized Signature) (Representative Name, Title)
(Authorized Signature) (Representative Name, Title)
Lee Ann Queen Director Pricing Services (Printed Name and Title of Authorized Representative)
12-5-2017 (Date)
800-775-7930 ext. 3245 / 704-998-3260 Phone Number) (Fax Number)

Exhibit A - Pricing Page Print Library Materials

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	VENDORS SHOUL	D COMPLETE ALL COLU	UMNS											
	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
I.														
1	Hard Cover	Powder Burn	William W. Johnstone	9781683244516		\$35.95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76
2	Hard Cover	Across the Rio Bravo	R W Stone	9781683244523		\$34.95	20%	\$6.99	\$27.96		each	1.00	\$27.96	\$27.96
3	Hard Cover	Beyond Fort North	Peter Dawson	9781683244875		\$34.95	20%	\$6.99	\$27.96		each	1.00	\$27.96	\$27.96
4	Hard Cover	Slick Money	Giles Tippette	9781683244868		\$35.95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76
5	Hard Cover	Death Rides the Rails	James J Griffin	9781683245209		\$35.95	20%	\$7.19	\$28.76		each	1.00	\$28.76	\$28.76
II														
6	Paperback	Powder Burn	William W. Johnstone	9781683244516		Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!
7	Paperback	Across the Rio Bravo	R. W. Stone	9781683244523		Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!
8	Paperback	Beyond Fort North	Peter Dawson	9781683244875		Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!
9	Paperback	Slick Money	Giles Tippette	9781683244868		Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!
10	Paperback	Death Rides the Rails	James J. Griffin	9781683245209		Note	0%	#VALUE!	#VALUE!		each	1.00	#VALUE!	#VALUE!
	•	•					<u> </u>	·	·	-		·	<u> </u>	

Total Bid Cost

\$142.20

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LIS	t or	DISCO	unt P	'ercei	ntages:

	Category	DISCOUNT PERCENTAGE	Estimated Annual Volumn per Category
I	Hard Cover	20%	350
II	Paperback	41%	350

Vendors should complete the contract coordinator Information below:

VENDOR NAME:	PHONE:	
CONTRACT MANAGER:(Please print)	FAX:	
AUTHORIZED REPRESENTATIVE: (Signature) AUTHORIZED REPRESENTATIVE:	(Date) Page 1 of 1	