



West Virginia Library Commission

**CRFQ LIB1900000002
Print Library Materials**

Due Date: November 29, 2018 at 1:30 P.M.

BID RECEIVED LATE

BUYER *Ruthie D. Dyer*

WITNESS *Melinda Childs*

DISQUALIFIED

Original Proposal

Submitted By:

INGRAM®

One Ingram Blvd.
La Vergne, TN 37086-1986
(800) 937-5300

ilsbids@ingramcontent.com

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2018 NOV 30 AM 10:31

WV PURCHASING
DIVISION

Ingram Library Services LLC
One Ingram Blvd.
P.O. Box 3006
La Vergne, TN 37086-1986
Telephone No.: (800) 937-5300
Fax: 615-213-5196
Email: ilsbids@ingramcontent.com

Federal I.D. Number: 62-1746696

URL: <http://www.ingramcontent.com/pages/libraries.aspx>
ipage: www.ipage.ingramcontent.com

Official Representatives: Pamela R. Smith, Vice President, Sales

Thank you for including Ingram Library Services LLC in your search for vendors to provide Books and Print Library Materials for the West Virginia Library Commission. As an Ingram Content Group company, we offer a full range of content and services. We are willing and able to perform the commitments contained in our proposal response to CRFQ 0433 LIB1900000002. With our unmatched on-hand inventory of books and materials plus over five decades of experience in distributing library materials, we serve libraries with a wide range of services that are guaranteed to enhance your collections and please both your staff and patrons.

Ingram Content Group LLC is part of the long tradition of successful companies built by the Ingram family of Nashville, Tennessee. Dedicated to helping content reach its destination by providing a broad range of physical and digital services to the book industry, Ingram Content Group has been a partner to librarians, educators, publishers, and booksellers for over five decades.

Publishers rely on Ingram Content Group as a key provider of demand-driven print, digital, and marketing solutions. We provide reliable, cutting-edge responses to the questions our publisher partners have about the ever-changing opportunities in the book industry. No single source other than Ingram has the comparable experience, expertise, and connectivity in bringing supply chain management, and print and digital solutions to the market.

Ingram is a privately held, family-owned corporation operating under the same ownership since our inception. The Ingram family is actively involved in the day-to-day operations of our company and has a vested interest in our customers' satisfaction.

The Ingram Content Group is led by **John Ingram**, Chairman of Ingram Content Group LLC and Chairman of the Board for Ingram Industries Inc. John joined Ingram Industries in 1986, and held several key positions with Tennessee Book Company and Ingram Book Company before being named Chairman & Chief Executive Officer of Ingram Content Group. John was named Chairman of the Ingram Industries Inc. Board of Directors in April 2008, after having served as Vice Chairman of the Board for nine years.

A tremendous advantage of being a family-owned company is the history and stability of ownership backing our long-term plans to remain the number one book vendor and service provider in the library market.

Ingram Library Services LLC

To better support the unique needs of libraries, Ingram Library Services grew from a specialized department of Ingram Book Company in 1970 to a full-service library vendor. Because of our growth and success, Ingram Library Services incorporated in 1998 as a subsidiary of Ingram Industries Inc. Today we offer "one-stop shopping" for our library customers. Ingram provides librarians with immediate access to the largest selection of books, spoken word audio, DVD/Blu-ray titles, music CDs and other book-related products in the industry. Our full range of library value-added services includes comprehensive Collection Development support, Standing Order and Continuations programs, as well as shelf-ready cataloging and processing services customized to the library's specifications.

Ingram Library Services enjoys the benefit of being part of one of the largest wholesale distributors of book-related product in the world, including physical book distribution and print on demand solutions. As such, we have established publisher relationships, inventory, and infrastructure in place to provide our customers with an unparalleled speed of delivery. Ingram operates four regional distribution centers, totaling more than 1.7 million square feet and employing over 3,600 associates.

Ingram Library Services LLC is headquartered in La Vergne, Tennessee, where our Inside Sales, Customer Care, Collection Development, Custom Cataloging and Processing, and Executive and Sales staffs are located.

Ingram Library Services LLC is a Tennessee Corporation, owned wholly by Ingram Industries Inc. based in Nashville, Tennessee. Ingram Library Services operates as part of the Ingram Content Group.

GENERAL TERMS AND CONDITIONS

Ingram has read and understands the General Terms and Conditions. We would like to provide further clarification for the following specific Terms:

1. CONTRACTUAL AGREEMENT

Any contract resulting from Ingram's response to this Request for Quotation shall fully incorporate by reference this entire bid response as part of said contract. Ingram's proposal constitutes our entire offer based on the specifications available at time of drafting the proposal. Any item not covered under the resulting contract will need to be added via written addendum.

7 REQUIRED DOCUMENTS

Ingram understands that none of the following are required:

- Bid Bond
- Performance Bond
- Labor/Material Payment Bond
- Maintenance Bond
- Licenses/Certifications/Permits

8. INSURANCE

Where Ingram enters into a written agreement or contract with a Library, we have broad liability insurance coverage that includes provisions on a blanket basis. Ingram does not issue separate additional insured endorsements. Our insurance policies include blanket additional insured provisions that grant additional insured coverage wherein Ingram is contractually obligated to provide such coverage.

Upon notice of award and before delivery of goods/services, Ingram will provide a Certificate of Insurance if requested.

11. LIQUIDATED DAMAGES

Ingram understands that liquidated damages are not part of this bid.

17. ADDITIONAL FEES

Ingram has provided our pricing and fees on the Excel Pricing Sheet, and in our response to Section 4 below.

33. LICENSING

Ingram is a foreign corporation doing business with Libraries in West Virginia through Interstate Commerce. Ingram Library Services LLC does not have real or personal property or corporate offices in West Virginia.

If our Field Sales Representative visits the Library and as a result is considered to have solicited or obtained an order whether an order is received by mail, until the order is received into the Ingram order process-which is outside the State of West Virginia. Ingram has not yet accepted the order and agreed to be bound by the contract terms in fulfilling that order through our assigned regional distribution centers.

Therefore, Ingram maintains it is not required to obtain a certificate of authority. This is consistent with laws in other states and pursuant to the Interstate Commerce Clause.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE

The discounts and terms reflected in this response are offered only to State of West Virginia for the West Virginia Library Commission. They are not extended to other public libraries, schools, or other government agencies or libraries.

SPECIFICATIONS

1. PURPOSE AND SCOPE

Ingram understands that the purpose of this bid is to award a single vendor contract to provide Print book and print materials for the West Virginia Library Commission Reference Library Collection.

2. DEFINITIONS

Ingram's definitions of Binding Types for discount categories are listed below.

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price at time of shipment. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by utilizing the *Price this List* feature on ipage.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Large Print: Ingram does not recognize the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the binding/press assigned to the ISBN ordered as outlined below.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage.

University Press: The binding types may vary for these titles (i.e. Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across many genres.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage as Prebound-Sewn or Prebound-Glued

World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

Net: Low demand, small print run books in various binds upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

3. GENERAL REQUIREMENTS

3.1 Mandatory Eligible Item Requirements

3.1.1

Ingram acknowledges. Ingram Library Services LLC is a distributor of print and audiovisual library materials, and is not the publisher. Our ipage Terms of Use lists information about copyrighted review citations: <https://ipage.ingramcontent.com/Terms-of-Use-and-Privacy.pdf>.

3.1.1.1 - 3.1.1.2 - 3.1.1.3

Ingram can provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, pre-bound books, and big books.

Ingram leads the industry in maintaining an **on-hand inventory of over 16,000,000 unique titles, representing over 60,000 book publishers and imprints**. Our unmatched nationwide inventory of over **35,000,000 books** ensures the highest fill rates in the industry.

Our on-hand inventory represents the largest range of publishers in the wholesale distribution business today including all binding types and formats as well as university press, small press and specialty publishing houses. Ingram stocks not only new best sellers, but also the deepest inventory of midlist and backlist titles of any vendor.

The ipage Extended Database includes over 12,000,000 titles not stocked by Ingram (direct order, OP, OSI, etc.) Functioning similar to Books in Print, the Extended Database provides a great source of bibliographic information for librarians beyond the 16,000,000+ titles that are currently available from Ingram.

Ingram Publisher Services LLC

Ingram Publisher Services LLC, an Ingram Content Group company, represents more than 650 publisher clients from around the world, which agree to allow Ingram to be the exclusive distributor of their product. Built on a longstanding tradition of Ingram quality, IPS provides our customers with a wide variety of books and book related product from an outstanding roster of publishers, with easy ordering options, fast delivery, and excellent service. The advantage this brings to our library customers is the guaranteed availability of current titles from these publishers at Ingram distribution centers. As the exclusive distributor of these publishers, even other vendors source these purchases from Ingram.

Print on Demand through Lightning Source

With national and international facilities, Lightning Source LLC, an Ingram Content Group company, has a virtual inventory of over 13,000,000 titles representing more than 65,000 publishers. We print only what is needed to meet our customers' current demand-whether that's a single book order or 10,000. We not only give you access to content that was once extinct or hard-to-find, but also make it possible for low-volume titles to stay in print and for new titles to be released. All this translates into wider title selection and better customer service for your patrons and your community:

Lightning Source titles are listed on ipage and are ordered through the same methods you usually use with Ingram - by telephone, fax, mail, or electronically. Once an order is placed, we have all the electronic data necessary to print within 24 hours, even if the order is for one book. On average, we print 3,600,000 books per month. The distance between book-maker and book-reader has never been shorter.

3.1.1.4

ipage is Ingram's web-based title selection, ordering, and account management tool. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features **at no cost for unlimited concurrent users**. Libraries recognize ipage as an integral timesaving tool whose collection development and acquisitions capabilities, along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free. ipage can be accessed at <https://ipage.ingramcontent.com>.

As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a robust array of publicity and product news sources. Here are just a few ipage features:

- ❖ Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- ❖ Ingram stock information and real-time stock check
- ❖ Title descriptions
- ❖ Physical Information, LC Subjects, LCCN, Dewey
- ❖ Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- ❖ Sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more
- ❖ List sharing options
- ❖ Download brief MARC order records
- ❖ Ordering and order status information

- ❖ Account management and reports
- ❖ ipage selection lists created by Ingram staff librarians
- ❖ Current publicity information
- ❖ Online catalogs
- ❖ Annotations and citations
- ❖ Cover images for selected titles
- ❖ Power search
- ❖ Boolean search
- ❖ Saved search
- ❖ Access to search all titles in our Extended database
- ❖ Excerpts for selected titles
- ❖ Review Citations
- ❖ Full text reviews for selected journals for a nominal annual fee

Title Details

A Title Detail page on ipage includes title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher or studio, suggested retail price, binding or format, pub date or release date, and copyright date. Details may also include any of the following as provided in the publisher metadata: cover image, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, awards, features (Index, Price on Product, Excerpt, Illustrated, Maps), initial print run, target age group, physical information (dimensions, weight, number of pages), carton quantity, annotation, description, publisher marketing, review citations, review quotes, biographical notes, and full text reviews. Children's titles may include Accelerated Reader®, Scholastic Reading Counts!™, and Guided Reading Level information. ipage Title Detail screen shows alternate bindings/formats for a title, when available.

Real Time Stock Check

ipage provides a real time stock check of Ingram inventory directly on the Title Detail screen. The Library's assigned primary and secondary distribution centers will be displayed. ipage shows both on hand inventory and number of copies on order with the publisher, and for titles on order, may include the estimated arrival date at Ingram.

[previous product in list](#) | [return to list](#) | [next product in list](#)

The Fallen (Memory Man #4)

Contributor(s): [Baldacci, David \(Author\)](#)



ISBN: 1590761994 EAN: 9781590761997
Publisher: [Grand Central Publishing](#) [View Publisher's Titles](#)
US SRP: \$29.00 US - (Discount REQ) [Price this Title](#)
Binding: Hardcover
Pub Date: April 17, 2010
Copyright Date:
Association:
Something sinister is going on in Baronville. The rust belt town has clues left at the scenes—cluttered bible verses, odd symbols—have

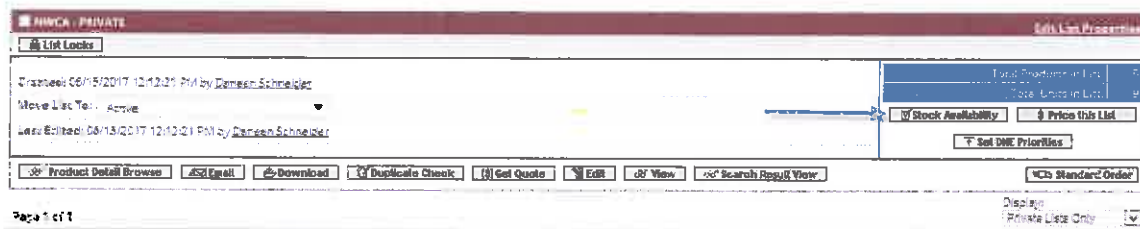
DC	On Hand	On Order
TN PRIMARY	1,188	0
IN SECONDARY	393	0

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No Processing/ Cataloging Services

Qty: [Add To Quick Order](#)
[View/Edit Cart](#)

The Library can view stock levels in each distribution center for each item in your selection list by clicking on the Stock Availability link.



This gives a snapshot of current availability of titles from the designated Primary and Secondary distribution centers and indicates if titles are not currently in stock and must be backordered, or if the title is not available from Ingram. The resulting report has been updated to include a total number of units available for immediate shipment from both the primary and secondary warehouses.

Immediate Shipment from Your Primary Warehouse (44)									
Title	Author	Format	Date	Units	CA	CB	CC	CD	CE
<input type="checkbox"/> Start a Library on a Tight Budget in America	978054481999	Paperback	03/13/2016	1	0	0	0	100	0
<input type="checkbox"/> Anti-Social Evolution: Buffalo Bill, the Great Cowboy Race of 1883, and the War on Civilization	9781307345752	Hardcover	10/04/2016	1	0	0	0	3	0
<input type="checkbox"/> Ants Up for the Floorboards: The Surprising Science Hidden in Your Home	9781473912237	Paperback	05/26/2010	1	0	0	0	4	0
<input type="checkbox"/> Love on the Wind and Life - Accelerated Reader	9780913985347	Hardcover	07/04/2008	1	0	0	0	522	0
<input type="checkbox"/> Black Holes: A Very Short Introduction	9780199502407	Paperback	02/01/2016	1	0	0	0	5	0
<input type="checkbox"/> Black Panther: His Story	9781627016191	Paperback	05/01/2015	1	0	0	0	6	0
<input type="checkbox"/> Choose a Good Life: Lessons from People Who Have Found Their Place in the World	9781616494921	Paperback	09/23/2014	1	0	0	0	3	0

Immediate Shipment from Your Secondary Warehouse (9)									
Title	Author	Format	Date	Units	CA	CB	CC	CD	CE
<input type="checkbox"/> The Book of Frank: A 100-Step Guide to Six Hundred Species from Around the World	9780220744536	Hardcover	07/02/2010	1	0	0	0	3	0
<input type="checkbox"/> Professor and the Ethics of Jargon	9780446221395	Paperback	03/02/2014	1	0	0	0	0	0
<input type="checkbox"/> Librarian or Hero: Two Good Men Who Witness, Witness and Witness	9781483212247	Paperback	07/16/2014	2	0	0	0	25	0
<input type="checkbox"/> Living with the Enemy: The Remarkable Path of an American Soldier	9781483212247	Hardcover	06/02/2014	1	0	0	0	0	0
<input type="checkbox"/> How to Survive: A Practical Guide to Your Favorite Series	9781483212247	Hardcover	10/09/2014	1	0	0	0	0	0
<input type="checkbox"/> Death in the Desert	9781101947100	Paperback	11/05/2010	2	0	0	0	0	0

Must Be Backordered or Available via an Alternate Warehouse									
Title	Author	Format	Date	Units	CA	CB	CC	CD	CE
<input type="checkbox"/> The Book of Frank: A 100-Step Guide to Six Hundred Species from Around the World	9780220744536	Hardcover	07/02/2010	1	0	0	0	3	0
<input type="checkbox"/> The Book of Frank: A 100-Step Guide to Six Hundred Species from Around the World	9780220744536	Hardcover	07/02/2010	1	0	0	0	3	0
<input type="checkbox"/> The Book of Frank: A 100-Step Guide to Six Hundred Species from Around the World	9780220744536	Hardcover	07/02/2010	1	0	0	0	3	0

Not For Sale and Not Back									
Title	Author	Format	Date	Units	CA	CB	CC	CD	CE
<input type="checkbox"/> 50 Church Inside America's Inception from Narcotics Squad - The Inside from Ingram	9781250097335	Hardcover	03/01/2015	1	0	0	0	0	0
<input type="checkbox"/> Behind the Gates of Governor: A Year, up to the County Jail	9781473774497	Hardcover	03/16/2014	1	0	0	0	0	0
<input type="checkbox"/> Get What's Yours: The Secrets to Mastering Your Social Security - Publisher's Cut of Stock - Ingram's	9781473774497	Hardcover	03/16/2014	1	0	0	0	0	0
<input type="checkbox"/> The Most Remarkable Test of Self-Control in the History of Mankind	9781616494921	Paperback	02/11/2015	1	0	0	0	0	0

A new search refinement in ipage allows you to limit your search results to only those titles currently available through your designated Ingram distribution centers. You can also limit your search to only forthcoming titles:

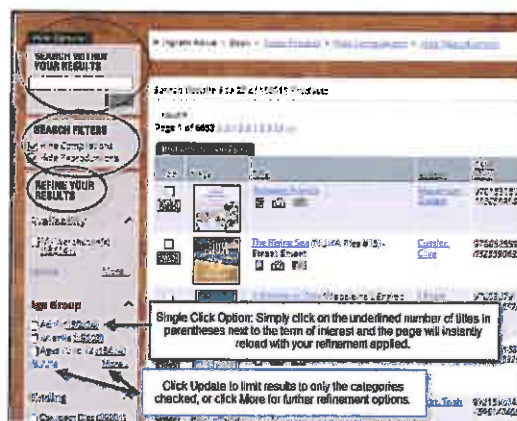


ipage Searching

- **Simple Search** is displayed at the top of every page within ipage and allows for fast and quick search of titles. Among the simple search options for print books are Title Keyword, Start of, Phrase, or Exact Title; Author; ISBN/EAN; Keyword(s); Series; Dewey.
- **Power Search** allows ipage users to focus their search to a much narrower list of titles by using some or all of a specific set of search criteria. Through Power Search, ipage users can look for titles by publisher, subject heading, format, language, and other filters not listed on the simple search feature. Search criteria can be input for up to 25 data points, and the more search criteria added, the fewer results the search will return.
- **Boolean searching** is like power searching, but is mainly focused on criteria for the Title, Contributor, Publisher, BISAC, Ingram Theme, and Series fields and uses Boolean terms. The user may also put search criteria on Language, Age Group, Binding, Publication Date, etc. Under "further criteria", Boolean searching allows the user to select multiple attributes.
- **Predictive Search** is an optional functionality on ipage that allows for more accurate and efficient searches across our entire database. This technology uses our top-demanded product data to offer suggested completions of the search term you are typing into the search bar, including Title (Start of) and Author.
- **Street Smart Titles** list under the Browse tab on ipage enables libraries to view a listing of titles that have a hard street date from the publisher. This Street Smart list focuses on titles up to 18 months' pre-publication.
- **Search results** can be sorted by the Title, Author, EAN/ISBN, Binding, Publisher, Pub Date, or SRP, and users can quickly jump to specific places in the result set by letter. The Search Result View also contains options at the item level. For each item, the user can perform actions such as Duplicate Check, Add or Edit Grid Information, or Edit other information about the item. ipage combines the robust functionality of Selection Lists with the filter options currently available for Search Results. This means that you can filter the items in your selection list by all of the refinement options already available for Search Results.
- **Saved Searches.** This time-saving option is a great way to organize searches a user might perform on a regular basis. Searches can be saved as a new search or as a replacement for an existing search. Saved searches are automatically purged from the user's account 13 months after the last accessed date, which is shown on ipage.

ipage Search Refinements

ipage provides multiple criteria for refining the results of search results or selection lists:



- **Search within Results.** To the left of your results, you will see a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed using the options and search feature located on the left.
- **Search Filters.** Search Filters provide a better search experience for customers who do not purchase compilations, collections of public information, or reproductions of previously published public domain titles. This filter allows you to hide these product types from your search results.
- **Refine Search Results.** Depending on the list, search refinements might include Age Group, Binding, Publication Date, which may include Forthcoming Titles, Contributor, Price, Format, Awards, Citation Source, BISAC Categories, Dewey Categories, Ingram Categories, Language, and Features. You can collapse and expand field to better meet your search needs by clicking on the up/down arrow to the right of each field. ipage will remember which fields you have collapsed or expanded for the next time you search.
- **Quick Limit** - If the refinement terms you are looking for are in the top three showing under the refinement field, check them off and click 'Update' to quickly limit your results. You can now select multiple terms to drill into your results.
- **Search the Full List** - If you do not see the term you need immediately in the top three under your refinement option or if you want to exclude terms from your results, click the "More..." link next to any field.
- **Including and Excluding Search Terms.** After clicking the "More" link under the search refinements, you can further refine your results by selecting or excluding as many terms as you want. For each refinement you apply, a breadcrumb will appear at the top of your search results, making it easy and intuitive to also remove any limiters you have applied.

Reviews on ipage

Review citations and full text reviews on ipage:

Descriptions, Reviews, Etc.

Publisher Weekly (04/23/2014):
Bestseller Cussler's electrifying 12th NUMA Files adventure (also 2013's "Zero Hour" also co-authored by Brown) takes Kurt Austin, director of special projects at the National Underwater Marine Agency, across the globe in search of Sierra Westgate, the long-lost love of his life, and the world's preeminent expert in cybersecurity. Pronounced dead after his family yacht sunk in the Indian Ocean, a revived Sierra may have surfaced in the shadows of the human black market. Notorious smuggler Rene Acosta is eager to trade her talents to any number of foreign governments for a huge sum, but the nefarious Breward clan is also vying for control over the brilliant Sierra. Trusty colleague Joe Zavala and Dirk Pitt, NUMA's director, provide assistance as Kurt uses a range of advanced technology in the hunt for the woman whose disappearance haunts him day and night. Cussler delivers all the usual twists and turns on the way to the explosive climax. Agent: Pacer Lambeck, Pacer Lambeck Agency, (May 27) Copyright 2014, Publishers Weekly. Used with permission.

Kirkus Reviews (05/19/2014):
Kurt Austin and his National Underwater Marine Agency team save the world yet again, this time from a criminal family that's been hijacking the innocent and taking hostages for four generations, coming aboard off the coast of South Africa by Gavin Breward and a gang of criminals who'd booked passage on a counterfeit currency, the SS Maratan vanished without trace in 1957. A century later, the Breward family is still at it. Brothers Sebastian, Egan and Laurent, along with their big sister, Calista, have kidnapped Sierra Westgate and her two children and intend to sell her services to the highest bidder, assuming they can recover her from Rene Acosta, their double-crossing former client. The Breward racket is much more high-end than actual slavery, for Sierra, architect of the legendary Phoenix security software, is one of the most sought-after computer experts in the world. Nothing could stop their nefarious scheme save for the fact that Sierra is the de facto fiancée of Kurt Austin, who last met her in Rome in 2011, when she was supposed to be lost at sea when Westgate's yacht, Bonnet, sank, but mounting evidence shows that she's not dead, but the SS Maratan, which never sank at all. Kurt's initial encounter with Breward's Than Rang, head of the Daoshan Group, and the action there's plenty of adrenalin, from the African coast to the Korean peninsula, where Kurt, his buddy Joe Zavala and their NUMA stalwarts doge everything the Breward clan throw at them as they struggle to free Sierra before the world's computer systems all go kaplooey. One more, Cussler and Brown (Zero Hour, 2013, etc.) can't write such broad strokes that Kurt's adventures aren't so much written as whistled. (DPR) (M) (2014) Kirkus Reviews. All RIGHTS RESERVED.

Biographical Note:
Clive Cussler is the author of dozens of New York Times bestsellers, most recently "The Malay Secrets," "Mirage," and "The Scoblegger." He lives in Arizona and Colorado. Graham Brown is the author of "Black Rain," "Black Sun," and the co-author, with Cussler, of "Devil's Gate," "The Storm," and "Zero Hour." A pilot and an attorney, he lives in Arizona.

Review Quotes:
Praise for the NUMA Files novels of Clive Cussler and Graham Brown
"Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up. "Library Journal"
Cussler and Brown deliver nonstop action in "Zero Hour." The most exciting NUMA Files novel in the series! "Associated Press"

Review Quotes:
Praise for "Zero Hour"
Electrifying...Cussler delivers all the usual twists and turns on the way to an explosive climax. "Publishers Weekly"
Praise for the NUMA Files novels of Clive Cussler and Graham Brown
"Devil's Gate" is a breathtakingly suspenseful, wildly inventive, enjoyable thriller. Hard-core fans will snap it up. "Library Journal"
Cussler and Brown deliver nonstop action in "Zero Hour." The most exciting NUMA Files novel in the series! "Associated Press"

Review Citations:
● *Library Journal* (Sept 12/01/2013) pg. 96 (EAN 9780399167317, Hardcover)
● *Publishers Weekly* (04/23/2014) (EAN 9780399167317, Hardcover)
● *Kirkus Reviews* (05/19/2014) (EAN 9780399167317, Hardcover)

Contributor Bio: Cussler, Clive
Clive Cussler is the author of numerous New York Times bestsellers. He splits his time between Telluride, Colorado and Paradise Valley, Arizona.

Contributor Bio: Brown, Graham
Graham Brown is the author of Black Rain, Black Sun and The Eden Prophecy. Since 2010 he's been lucky enough to work with Clive Cussler on the NUMA FILES: Devil's Gate, The Storm, and Zero Hour, which were all NYT bestsellers. His latest project is a supernatural thriller entitled Shadows of the Midnight Sun, co-written with Spencer J. Andrews. Spencer J. Andrews is a screenwriter and independent filmmaker. Shadows of the Midnight Sun is his first novel, and the first in the Shadows Trilogy.

While not all titles on ipage have reviews, we display the review information for print titles where it exists. If a Library wishes to view full-text reviews, there is a nominal fee of \$300.00 per year for that additional service. The Library also has the option of paying in installments of \$30.00 per month.

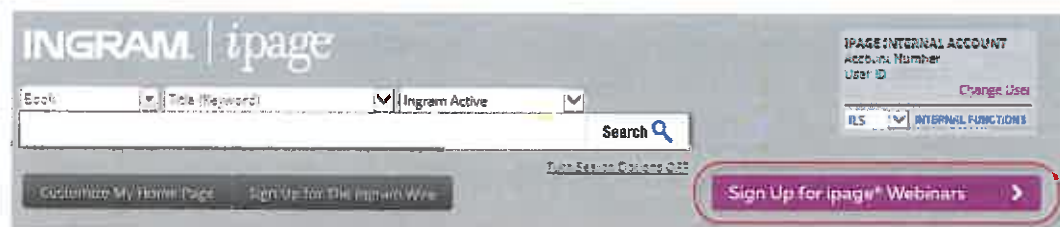
ipage Training

Excellent, remote-delivery “WebEx” training can be provided for new user, refresher and update training and is **free of charge**. WebEx provides very flexible, user-friendly training, allowing libraries to request training sessions for individual library staff or for groups. Your Inside Sales Representative, will provide remote training.

Wednesdays with Ingram Webinar Series

Ingram has a regular, ongoing webinar series called *Wednesdays with Ingram*. These one-hour webinars are held most Wednesdays throughout the year, from 1:00 p.m. – 2:00 p.m. CST. The Inside Sales Team hosts these ipage tutorials, which cover topics from basic functionality to high-level navigation.

You can find registration information on ipage Home page:



If library staff can't participate in the live sessions, by registering they will receive an email reminder post-live event when the webcast is archived and available for on-demand viewing at their convenience.

ipage New Releases and Upgrades

The ipage Bulletin Board widget provides access to ipage release notes, giving information about new functionalities. Clicking on the “More” link will bring you to a list of the most recent release notes.

Ordering Through ipage

The Selection List page is the starting place for you to navigate to your selection lists or orders, or to manage your selection lists. You can:

- ✓ create a new list
- ✓ merge up to ten different lists into one new list
- ✓ recover deleted lists (within a specified timeframe)
- ✓ view or edit lists
- ✓ check stock availability
- ✓ utilize the *Price this List* feature
- ✓ E-mail lists
- ✓ download lists
- ✓ check for duplicates
- ✓ delete or archive selected list

ipage allows you to create the following types of selection lists:

- **Private List** - only the user who created and the user's ipage Administrator can view or edit.
- **Public List** - only users who are in the same ipage account as the user who created the list can view or edit it.
- **Shared List** - only users who are in the same Ship to account as the user who created the list can view or edit it.
- **List Lock** - The creator of a list can lock to prevent others in the account from making changes.

ipage now includes the ability to sort selection lists into folders. Users automatically have the following pre-built folders available, and by default, your selection lists will go into the folders as follows:

- **Active** - active selection lists, regardless of Public/Shared/Private status
- **Archived** - any lists you have opted to archive or that have been archived automatically due to lack of activity, regardless of Public/Shared/Private status.
- **Ingram Lists** - the default destination for any selection lists you receive tied to a Standing Order (New Title Notification) enrollment (either report only or auto ship).

In addition to these default folders, users can create up to 25 custom folders. As you are creating a new Selection List in ipage, you have the option to specify a folder to place the list into rather than the default Active folder. Others in the user's account cannot see or affect those folders, and cannot place a selection list into another user's folders.

Lists that have been ordered through ipage are shaded in yellow. Lists that have been downloaded, but not ordered through ipage, are shaded in blue.

3.1.1.5

On ipage under the Browse menu, Ingram's MLS-degreed Collection Development librarians provide an assortment of lists at **no charge** to Ingram customers, including everything from African American lists, to Youth High/Low Popular Reading titles, to Spanish resources, to replenishment lists by Dewey®, end-of-year spending lists, and more. These lists are regularly updated and can be edited, downloaded, added to an existing or a new selection list with just the click of a button for ordering.

The Browse menu also lists resources and information on products of interest to librarians, including lists of products in categories such as award-winning books and bestsellers.

Browse features in ipage include:

- ◆ Browse by Product Type - books, audiobooks, video, video games and music
- ◆ Browse by Classification - BISAC, Dewey, and Ingram Categories
- ◆ Ingram Lists & Picks - including bestsellers, high interest categories, and standing order lists
- ◆ Ingram Catalogs

Under the *ipage* Browse tab, “By Ingram Lists & Picks,” and then, “High Interest Categories”, Ingram offers complimentary curated lists for Books, Video, Video Games, Music, and Audiobooks. Clicking any of the links will allow you to drill down into lists specific to the product type.

Replenishment Lists

Ingram provides Dewey replenishment lists for Adult and Youth. These lists are created quarterly, and for Adult includes the top 50 and top 250 titles by library demand in each category, including Fiction Backlist, Graphic Novels, Bio, Nonfiction Classics, and lists for Dewey 000s, 100s, 200s, 300s, 400s, 500s, 600s 700s, 800s, and 900s. For Youth, lists include Top 50 and Top 250 in Board Books, Picture Books, Easy Reader Fiction, Easy Reader Nonfiction, Juvenile Fiction, Juvenile Bios, Juvenile Graphic Novels, and Juvenile Dewey 000s through 900s. We also have replenishment lists for YA Fiction, Nonfiction, and Graphic Novels.

Additional Collection Development Services

Ingram offers additional Collection Development services, including e-catalogs, e-newsletters, Ingram Wire, marketing materials, Hard to Find Book Service, and Better World Books partnership. We are happy to provide details on these services at the request of the Library.

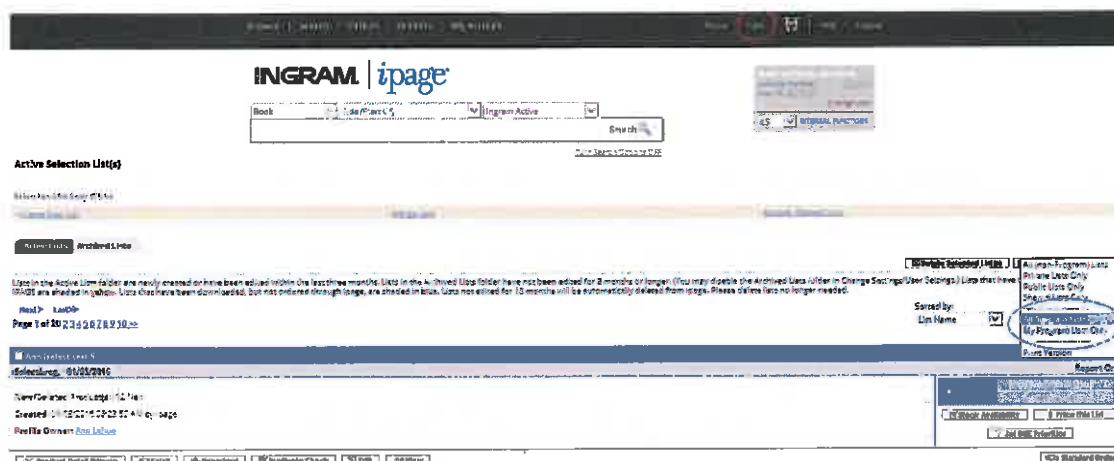
3.1.1.6

Ingram Library Services can help ease the burden of keeping up with popular authors, titles and series titles for all ages. With our no-commitment New Title Notification/Standing Order Programs, you are assured of having high demand materials on order, in your catalog, and on your shelves *before* patrons come looking for them. We offer a choice of more than 20 customizable programs that cover popular fiction and nonfiction with regularly updated titles in all subjects for all ages, including popular series programs in adult and youth fiction, easy readers, picture and board book, graphic novels, adult and youth nonfiction, and travel and nonfiction continuations for new editions, including test prep, computers, cooking, business, medical, and more.

Our MLS-degreed librarians manage each program, so you know they will contain the materials that will generate high circulation. Each program has a specific focus. These Programs allow libraries to keep important portions of their collections up-to-date automatically and to more fully develop other parts of the collection to meet community needs. Each Program is specially designed to provide the latest releases with full customization, minimum hassle, and the Library’s discounts. All of Ingram’s standing order programs are **complimentary** for our customers—there are no hidden costs.

To participate, a customer completes an online enrollment profile, letting us know the offerings, quantity, and in some cases, the binding type for the titles they wish to receive.

As forthcoming titles are announced, we match them to your profile and a Program (selection) list is created. The timing for titles to show up in Standing Order selection lists averages 3 months before publication date. The Program lists will appear in *ipage* under *Lists/All Program Lists* each month, and the library will receive email notification that a list has been created.



Auto Ship and Report Only Options

With the ability to create unlimited profiles, and the option of enrolling as "Report Only" or "Auto-Ship", Ingram standing order programs are designed to provide the ultimate flexibility.

Ingram does not have a traditional Approval plan service. Instead, Libraries enrolled under the Auto-Ship option have two weeks to edit quantities or delete titles before the list is automatically ordered. **With Ingram, you never receive titles in your library unannounced.**

We recognize that many libraries prefer to place their own orders, either through iPage or their Integrated Library System, and so we offer a Report Only option. The Library can review and edit the Program lists, upload final selections to the ILS and place orders solely at their convenience. With this Report Only option, **our programs serve as a new title notification system.**

Libraries can mix and match program enrollments to suit their needs. For example, a library may have one profile for test prep titles in the Continuations Program and can make it Auto-Ship if they know they always want these titles and don't want to have to think about them, and in the Continuations Program, create another profile for NOLO's legal titles as Report Only if they want to see the list and carefully consider what they'll order.

Titles Covered

New titles are added to Ingram's database several months in advance of publication. Our Standing Order Program automatically places these titles on selection lists for your library based on your completed profile. For customers who have selected the Auto-Ship feature, major hardcover titles will ship as soon as they are received to arrive by the street date. Otherwise, titles will consolidate with your next shipment or ship within 15 days of receipt, whichever comes first. You will receive a monthly (or weekly for Popular Video and iSelect) report on iPage detailing standing orders placed on your account. This advance notice provides both convenience and control, allowing you to adjust orders before they are shipped.

Ingram monitors more than 23,130 of the industry's best *active* author, titles, series and continuations offerings. We maintain these programs so that we only offer *active* series and continuations to save libraries time and to prevent budgeting headaches.

Managing Standing Orders

Program enrollments can be managed online via [ipage 24/7](#) at the Library's convenience, and Ingram Customer Service is available during business hours to provide support and help whenever needed. **Changes take effect immediately so there is no wait-time.**

Libraries can view master profile reports of ongoing standing orders on [ipage](#). The reports contain item information including title, author, publisher, quantity, PO number, etc. Some reports also have program-specific information like frequency, cycle, and series title. These reports are available to those accounts that subscribe to the corresponding standing order programs, and to those users who have been given access to reports by their [ipage](#) administrators.

The *Collection Development* e-newsletter provides monthly updates to programs, including new additions, publisher cessations, exception reports, special title notes, and title/series changes. When an offering ceases unexpectedly because of a publisher decision and there is a viable alternative option, Ingram often contacts enrolled libraries directly to see if they want to transfer their enrollment to the active offering.

We have two long-time associates dedicated to providing support and answering any questions about these programs or the selection lists they produce. They may be reached at standing.orders@ingramcontent.com, a dedicated email address that is always monitored. In addition, the Collection Development Programs Manager and Internal and Field Sales Representatives partner to provide comprehensive service for each region. These internal/field partnerships allow us to ensure we can respond quickly to your needs despite things like travel schedules.

Please notify us if you have not received an anticipated publication or if an order is short shipped. Any anticipated publication may have a slightly delayed release that will be reflected on [ipage](#). If an order is shipped and materials do not arrive, claims will be directed to our Customer Care Department to ensure tracking and replacement is handled as quickly as possible. [ipage](#) does not currently allow for claiming missing titles.

Standing Order and Continuations Programs for Print Books

Ingram provides a **build-your-own, customizable standing order program called iSelect®**. The iSelect Program is based on Ingram's buying level of pre-publication titles.

Adult:

- Author
- Forthcoming Popular Nonfiction
- Inspirational Fiction
- Mass Market Genre Fiction
- Nonfiction Continuations
- Nonfiction Series
- Paperback Original Fiction
- Popular Series
- ReviewALERT
- ReviewALERT Reference
- Travel Continuations

Youth:

- Author/Illustrator (Children's)
- Author (Teen)
- Easy Reader
- Picture and Board Book
- Nonfiction Series (Youth)
- Popular Series (Youth)
- ReviewALERT (Youth)
- ReviewALERT Reference (Youth)

All Ages:

- Awards*Book Clubs* State Lists
- Graphic Novel (Adult & Youth)
- Popular Video

Details on each of these programs is included in Attachment A at the end of this proposal.

3.1.1.7

Our expertly-trained processing team provides the ultimate in flexibility with more than 100 different components and unlimited customized options for books, audiobooks, DVDs, and music CDs. All processing is done in accordance with the Library's specifications, and quality control measures are in place to ensure that Library expectations are met.

Processing options include, but are not limited to:

- AR/SRC Label
- Barcode
- Branch Labels
- Catalog Card Kit
- Circulation Card
- Date Due Slip
- Edit Sheets
- Genre Labels
- Label Protector
- Laminated Paperback Cover
- MARC Record
- Mylar Jacket
- Pocket
- Preprogrammed RFID/Barcode Set
- Property Stamp
- RFID Tag
- Shelf List Card
- Spine Label
- Spine/Pocket Label
- Spine Tape
- Spoken Audio Case
- Theft

To add processing and cataloging services, Ingram offers online enrollment through our OnBoarding portal. Sterling Crawford, Manager, Client Integration, is available to guide the Library through the portal and to answer any questions throughout the process to ensure consistency of book appearance. Included in the OnBoarding portal are questions related to both physical processing and/or MARC record needs for both books and A/V materials. The physical processing portion covers book and theft protection, labelling and stamping requirements, and more. The cataloging portion allows you to break-down the Library's cataloging by type - fiction or non-fiction - by collection - Adult, Young Adult, Juvenile, and Easy - and by genre – Graphic Novel, Fantasy, etc. – to ensure that the Library's materials are all cataloged in accordance with what is already in the Library's ILS system. If needed, processing profiles can be unique from collection to collection or binding-type in order to make titles ordered from us more closely match what is already on the Library's shelves. Using the Library's OnBoarding portal responses, our team will create a BookMARC profile for any account requiring certain kinds of labels or cataloging records.

Processing and/or cataloging is profiled on an account level, and any item ordered on an individual account will receive the appropriate processing services. We are able to change your account profile upon written notification, receipt of any Library-supplied processing supplies, and approval of any testing that may be required. We cannot change profiles on an order-by-order basis. Changes to account profiles may result in a change in pricing.

BookMARC® Cataloging

Ingram provides access to full-level MARC records through BookMARC, the proprietary Ingram cataloging database. BookMARC includes the complete LC MARC database, as well as tens of thousands of entries created by Ingram's MLS-degreed catalogers.

Ingram cataloging is in accordance with the latest editions and versions of the Anglo-American Cataloging Rules/RDA, MARC21 Format, OCLC Bibliographic Formats and Standards, Library of Congress Classification Schedules, Dewey Decimal Classification, Sears List of Subject Headings, and Library of Congress Subject Headings. Ingram cataloging is consistent with LC rule interpretations and cataloging practices. Ingram is a trading partner with OCLC, wherein our CIP upgrades and MARC record originals are accepted by OCLC for inclusion in WorldCat.

If standard BookMARC cataloging does not meet the Library's needs, Ingram offers a full array of custom cataloging options. Services include item linking through Z39.50 interface, record upgrades to FULL AACR2 / RDA / MARC 21 standards to correspond with book in hand by an MLS-degreed cataloger, and original cataloging records created with book in hand by an MLS-degreed cataloger. Ingram provides cataloging for English and Spanish-language materials purchased from Ingram.

Pricing for cataloging services can be provided upon receipt of the Library's technical services specifications, and will be reflective of the complexity of the Library's requirements.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG

4.1 Contract Award

A Letter of Award should be sent to the attention of Bids and Contracts before ordering under this contract. Please note the importance of sending the award to the attention of Bids and Contracts at the following address, so that there is no delay in establishing accounts under the accepted terms and discounts.

Ingram Library Services LLC
Attn: Bids and Contracts (MS # 623)
One Ingram Blvd.
La Vergne, TN 37086-1986
ilsbids@ingramcontent.com

After initial contract set-up, it is the responsibility of each Library to inform Ingram's Account Services Department that they wish to set up a new account under the terms of this contract. Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form and provide a copy of their tax exemption certificate if one is not already on file.

Ingram cannot backdate contracts, so notification of intent to award must be received a minimum of two working days prior to the anticipated start date to allow time to execute the proposed discounts and terms. Any item ordered prior to the start date of this contract will not receive the discounts offered herein. This includes standing orders, continuations, and previous backorders. Should the Library receive a previously ordered item after the new contract is in effect, previous discounts and terms will apply.

4.2 Discount Percentage

Ingram is pleased to offer a flat discount of 25.0% for to West Virginia Library Commission for their Reference Library Collection.

We understand per Addendum #5 that the Library Commission does not wish to purchase titles that do not fit within the five categories listed on Exhibit A. Ingram can profile your accounts so that any titles that do not fit within your categories, including short discount/non-trade and Net titles, are blocked from purchase.

Ingram offers the same discount schedule for Adult, Teen/YA, and Juvenile/Children's library materials.

Continuations and Standing Order/New Title Notification Program titles, backorders, and re-orders receive the same discount schedule as firm orders. We will also extend these discounts to any Opening Day Collections that occur during the term of the contract.

Our offer is based on Single Vendor award to Ingram across multiple material categories and is not offered for single binding type awards, i.e.: an award of only trade hardcover titles. Our entire discount schedule will be applied upon award to Ingram.

We are happy to provide pricing for any new formats, materials or services, that may become available or not previously quoted, during the term of the Agreement.

List prices of individual library materials are set by the publishers/manufacturers and not by Ingram as distributor. Therefore, we cannot guarantee that the retail/list price of an item will not change during the term of the contract.

Ingram does not apply service charges for Net titles, for special orders, or for titles requiring prepayment from the publisher.

In addition, Ingram does not charge for:

- unlimited simultaneous access to ipage.
- onsite and web-based ipage training.
- profiling and maintaining any of our standing order programs.
- selection lists available on ipage, curated by our professional library staff.
- catalogs, Ingram Sendr, or marketing materials available through ipage.
- grid creation.

In drafting a contract, Ingram bases pricing upon several factors including dollar value of commitment, actual expenditure, and number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors. Ingram reserves the right to be the sole and final determinant of the pricing category.

Hard to Find Books

Hard to Find Books ordered through our partnership with Alibris are not covered under your Ingram contract terms and discounts, and will not receive cataloging or processing services. These titles will be net-priced, plus a \$3.95 per book shipping and handling fee. The Library will be clearly warned of this handling charge when searching hard-to-find books in ipage. No minimum order is required. Ingram will invoice customers for Alibris orders. These invoices will also appear on the monthly Ingram statement.

Reviews

While not all titles on ipage have reviews, we display the review information for print titles where it exists. If a Library wishes to view full-text reviews, there is a nominal fee of \$300.00 per year for that additional service. The Library also has the option of paying in installments of \$30.00 per month.

Processing and Cataloging

Ingram can invoice for cataloging and processing on the same invoice as materials or on a separate invoice, per request of the Library. When billed on the same invoice as materials, cataloging and processing charges appear as separate consolidated line items at the bottom of the invoice, after the title information. We do not provide line entry cataloging and processing charges or freight charges per item ordered.

4.3 Pricing Pages

Ingram has completed Exhibit A Pricing in Excel format and included with our proposal. The revised document included with Addendum #5 will not allow us to complete the discount table, so we have completed the original Pricing Sheet but also signed the revised sheet and included with our response. That revised sheet shows both the 0% discount which was on the form as provided, and our 25% discount offered.

Please note the following: Because they do not fit into your specific categories, two titles were not bid on Exhibit A, and we listed their price as zero. Although the titles are available for purchase from Ingram, they are categorized as Net titles, meaning no discount applies, and so per your specifications, are not eligible for purchase:

- EAN 9780872170605, *Official Museum Directory 2017* is a Net title. No discount applies. Please note that there is also a 2018 edition available.
- EAN 9780821413739, *Memphis Tennessee Garrison*, is a Net title. No discount applies.

Please also note that the following title has been cancelled by the publisher, and will not be available from any vendor at this time:

- EAN 9781937378806, *Zips on the Pitch*

The pricing sheet did not include space for pricing of physical processing options. We have included a standard price sheet with our bid. This sheet is subject to change. Pricing will be determined at the time processing is added to an account profile.

5. **ORDERING AND PAYMENTS**

5.1 **Ordering**

Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically, (email and/or EDI – Electronic Data Interchange), or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification. For ease and efficiency, we can confidently claim to be the best in the business in order entry.

Mail orders should be sent to:

Ingram Library Services LLC
Attention Order Entry
One Ingram Blvd.
PO Box 3006
La Vergne, TN 37086-1986

The toll-free number for FAX ordering is 800-677-5116. The toll-free number for telephone orders is 800-937-5300.

Emails with attached orders should be sent to ILS.orders@ingramcontent.com.

EDI

Ingram supports EDI Transaction types and formats based on the capabilities of the library automation system. Ingram EDI offerings include:

- Electronic ordering using the X12 format and FTP for communications.
- Enriched EDI ordering.
- Text format full order confirmation via email from Ingram email to user-specified email address.

EDIFACT Order, Order Response and Invoice

- Purchase orders are created in acquisitions and sent to Ingram via FTP.
- Ingram processes the orders and places electronic confirmation files on the Ingram FTP server for customer retrieval.
- For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval. E-invoices streamline workflow and greatly reduce the amount of effort used in the manual posting of invoices. Ingram continues to provide paper invoices to e-invoice users.

Enriched Edifact Order

This enhanced order transaction allows users to send additional distribution information in the EDI order record that provides Ingram with all the information necessary to create complete holdings records to match the items shipped. The holdings records are loaded with MARC bibliographic records and overlay the on-order items. When the materials arrive from Ingram, they are shelf and circulating ready. Also with Enriched EDI we offer the ability to drop ship to branches as well as simplify account management through ordering on a single account and having Ingram separate orders based upon the enriched data that allows us to process orders per the library's specifications and route them to the correct branch.

wvOASIS

With a group of specialists dedicated to EDI functionality, Ingram works with automation vendors to ensure all Integrated Library Systems communicate effectively with Ingram systems, resulting in efficient order placement. Ingram makes library automation system vendors aware of new developments and features in EDI, as well as works with new vendors as they develop EDI functionality.

Ingram adheres to all Book Industry Approved standards for the computer-to-computer exchange of business transactions for libraries. Ingram has implemented all transactions in industry approved formats available through library automation systems today, and has pioneered many of them. Formats include EDIFACT and X12 and are used depending upon what the vendor supports. Transactions include purchase order, purchase order acknowledgment, invoice, advance shipping notifications, and enriched order transactions. FTP is the method of communications.

Ingram does not currently have an interface with wvOASIS for ordering. Additional system and format information would be required for development of this interface. In the interest of cost and time savings, we suggest instead that the Library Commission place orders through ipage.

Ordering Through ipage

ipage ordering is detailed in our response to Section 3.1.1.4 above.

ipage is not a closed list; rather, we provide access to millions of titles. ipage is updated nightly. Title availability and list price are determined by the publisher, and not by Ingram, and are subject to change without notice.

“Price This List” Feature

Prior to placing an order, by utilizing the “Price this List” feature the Library can determine estimated discount on all titles on a list based on the Library’s specific Ingram discount structure. “Price this List” sends the list as a pseudo-order using the active ship-to account of the ipage user. The total estimated price of product on the selection list will display. This pricing will disappear from the site if the selection list is changed or edited in any way. The Library should note that the list price is set by the publisher and is subject to change without notice in the interim between using the Price This List function, placing an order, and Ingram processing and invoicing that order. To “lock in” the current title pricing for up to 60 days, the Library can use our online Quotation Service available through ipage.

Total Products in List:	10
Total Units in List:	10
Total Retail Price*:	\$252.77
<input checked="" type="checkbox"/> Stock Availability	<input checked="" type="checkbox"/> Price this List
<input type="checkbox"/> iMatch this List	<input type="checkbox"/> Submit this List

We also offer an option to include a “Price This Title” button on the title detail page on ipage. Like the “Price This List” function, clicking this button will send the title as a pseudo-order using the active ship-to account of the ipage user. The estimated product price per unit will then be displayed.



Online Quotations

ipage subscribers can set up a selection list of titles and then request a price quotation for that list. ipage will display the quote within the *Order* section under a function labeled *View Quotes*.



From the *View Quotes* area, all ipage users on an account can review existing quotes and print the quote. Those users who have ordering capability on ipage can delete the quote if desired or release it as an order. Quotes are valid for 60 days. To revise a list (including changing quantities) and request that it be re-quoted, ipage users should simply return to the *Selection List* function, edit the list they want quoted, and resubmit it for quotation.

Qty	Book Title	Author	Publisher	Format	Unit Price	Quantity	Subtotal	Net Price
1	A YS FOR AIRPLANE	Rieble, Mary Ann	Sleeping Bear Press	HARD COVER BOOKS	16.55	43.50	9.38	9.38
1	ABIGAIL SPBLLS	Aker, Anna	Alfred A. Knopf Books for Young Readers	HARD COVER BOOKS	19.49	13.10	17.39	17.39
1	ABRAHAM LINCOLN - LIE	Arnsper, Billy	Benchmark Books (NY)	HARD COVER BOOKS	14.21	43.50	19.33	19.33
1	ADIOS CECAP	Etzell, Peter	Blue Sky Press (AZ)	HARD COVER BOOKS	14.99	43.50	9.6	9.60
1	AFRICAN ACROSTICS	Harley, Avis	Candlewick Press (MA)	HARD COVER BOOKS	17.99	43.50	10.16	10.16
1	AL CAPONE SHINES MY SHOES	Chokense, Garnier	Dial Books	HARD COVER BOOKS	17.99	43.50	10.16	10.16
1	ALL STAR FEVER	Christopher, Natl	New York House Press	HARD COVER BOOKS	22.6	43.50	12.77	12.77
1	ALL THE WORLD	Seaton, Lr. Garon	Beach Lane Books	HARD COVER BOOKS	17.99	42.50	10.16	10.16
1	ALLIE PINKIE STAGE FRIGHT	Cahot, Meg	Scholastic Press	HARD COVER BOOKS	15.99	43.50	9.03	9.03
1	ALICE IN WONDERLAND	Leah, Ann Haywood	Henry Holt & Company	HARD COVER BOOKS	14.99	43.50	9.6	9.60
1	ALWAYS IN TROUBLE	Demas, Corinna	Scholastic Press	HARD COVER BOOKS	14.99	43.50	9.6	9.60
1	AMAZING TRAIL OF GEMCUP SHAL	Hazen, Lynn E.	Henry Holt & Company	HARD COVER BOOKS	14.99	43.50	9.6	9.60

ipage trial access UserID and log-in information is included at the end of our proposal. Please note that this trial will now show the discounts offered to West VA Library Commission but will show list price and standard discounts.

Duplicate Checking in ipage

ipage offers multiple duplicate order checking methods, including iMatch, OPAC View and Selection List Duplicate Checking. With iMatch, the Library can search their entire collection. As described below, Ingram's duplicate order check methods do not automatically prevent duplicate orders. Conversely, they will allow duplicate copies when needed.

iMatch - Ingram's iMatch collection matching service on ipage matches titles in a selection list with the titles already in your library collection, saving you time comparing potential purchases. This powerful tool utilizes the industry standard Z39.50 protocol to access your library's catalog and retrieve your collection information. Then it works with ipage to identify title matches within your selection lists. iMatch matches at the branch level enabling users to check just their collection in a shared database.

Results are color coded to show where matches were found. If no color appears to the left of a title, no match was found. A red bar indicates an exact match, yellow a possible match, and green a title-only match. Hovering over a color bar indicator will display details about the match. The details will include which criteria were matched, and if the edition matches your collection. For an exact match, the status of the title in your collection will also be shown.

OPAC View - Libraries also have a feature that allows them to look into their Online Public Access Catalog (OPAC) from titles within ipage. The feature requires a one-time setup by the administrator of the account. The administrator needs to provide the OPAC web address, their vendor's specific ISBN search index, and, for some vendors, a search suffix is also required for this setup:

Once the administrator of the account has set up this feature, users in the ipage account will start to see a button/graphic attached to titles in search results and selection lists. Clicking this button will open a new browser window and point to this ISBN within the customer's web-based OPAC system. Since this feature is ISBN driven, the button will not appear with titles that do not have ISBN's (videos, music, etc.)

Selection List Duplicate Check - The selection list functions in ipage allows the user to check for duplicates. This is customizable so that the user can check for duplicates only within the current list, against the user's Private lists, against Shared lists, or against all lists to which that user has access. The user can set a default for how they want the selection list duplicate check feature to work or can choose this option each time the selection list duplicate check feature is invoked.

Additionally, users can check for duplicates as they are adding titles to a selection list. This feature checks for duplicates only within the current list.

5.2 Invoicing and Payment

Invoicing

Invoices are generated nightly as items are shipped, and can be mailed, faxed, sent electronically, or included with the shipment per the Library's preference.

Title data on invoices is listed in the following order: (1) quantity ordered and shipped, (2) author, (3) title, (4) publisher, (5) ISBN/EAN, (6) unit list price, (7) discount, (8) unit net price, and (9) extended price. Items on invoices are listed alphabetically by either the author or the title per the Library's request.

All invoices have an invoice number and date, order entry number, and Ingram's Federal ID number. Library name, ship to and billing account addresses and numbers, and purchase order number (can be up to 22 characters in length) are all listed on the invoice. Order data includes shipping warehouse and location, carrier, ship date, number of cartons, and total weight of order. Also included on the invoice is a code for each binding type.

Ingram can invoice for cataloging and processing on the same invoice as materials or on a separate invoice, per request of the Library. Processing charges appear as separate line items when billed on the same invoice as materials.

EDI Invoicing

EDI invoicing is available for Polaris. We support daily or weekly summary invoices. For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval. E-invoices streamline workflow and greatly reduce the amount of effort used in the manual posting of invoices. Ingram continues to provide paper invoices to electronic invoice users.

"Invoice in the Box"

Ingram has the option available to libraries to have their invoice put inside the box of shipped items. This invoice is in a modified, easy to read format. With "Invoice in the Box", libraries can check in items against the invoice and do not have to wait for the invoice to arrive in the mail. The library still has the option to have multiple copies of the invoice. Please note that if invoices are included with the shipment, they cannot be mailed separately.

ipage Invoices

Ingram offers the convenience of having invoices available to our customers online via ipage our web-based selection, ordering, and account management tool. With ipage, invoices are available to view and print on demand the moment they become available.

Payment

Payment Terms

Payment terms under this contract shall be Net 30 EOM. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms. Items will be invoiced when they are moved to storage in an Ingram facility after receiving processing and cataloging services, and are payable within 30 days EOM. Ownership and title of said product passes to the Library upon invoice.

Payment Options

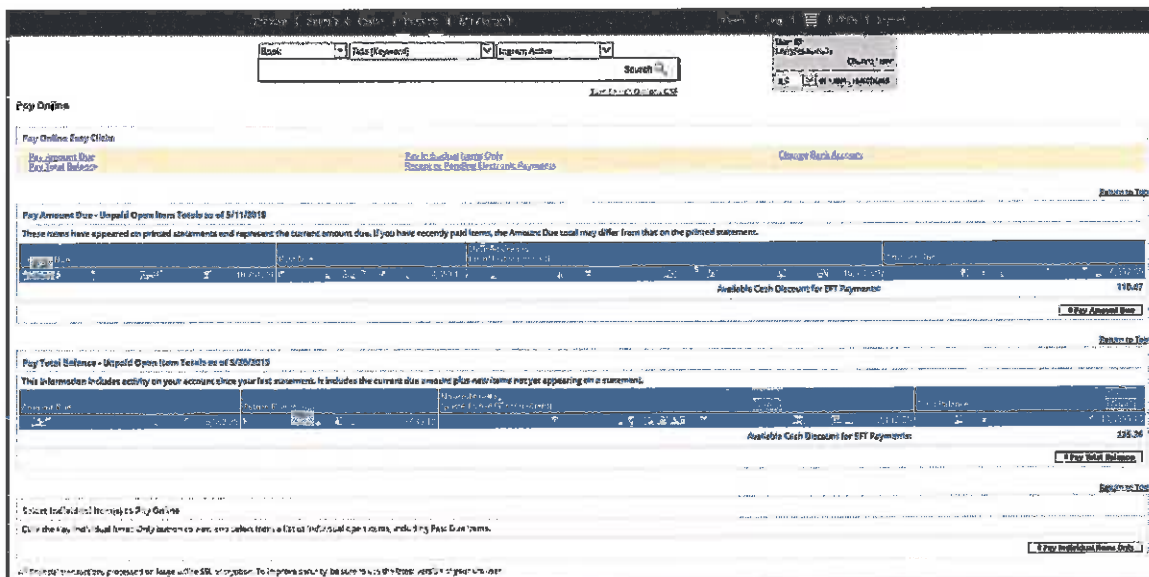
Credit Card - Ingram can profile your account to receive payment via your MasterCard, VISA, American Express and Discover credit card. An account must be established specifically for credit card purchases, and your credit card information must be provided at the time of account set-up. Orders placed on these accounts will be automatically charged to the credit card. The Library may also establish an additional non-credit card billing account with Ingram's standard 30-day billing/payment terms.

Electronic Funds Transfer - EFT is a method by which ipage customers can pay invoices online by direct bank draft. All data transferred to your browser is encrypted using the Internet protocol, Secure Socket Lay (SSL.) SSL is a protocol designed to provide privacy between a Web client and a Web server by encrypting all data sent between your Web Browser and the ipage server.

EFT allows you to pay your entire statement online, or you can pay specific, individual items. You can view information on any electronic payment detail for the last 45 days.

Only the ipage Administrator and the Accounts Payable designate have access to this function. Note that EFT is set up to allow only one Library staff member at a time to use the function. When one user leaves the EFT function, another Library-designated staff will be able to use EFT.

Pay Online - Payments can be made electronically on ipage through a bank account(s) profiled on the account. Pay Online Easy Clicks include: Pay Amount Due, Pay Total Balance, Pay Individual Items Only, Recent or Pending Electronic Payments, and Change Bank Account. All financial transactions processed on ipage utilize SSL encryption.



Check – Ingram will accept payments by check. To ensure proper credit to your account, please list your Ingram account number and invoice number on the check, and include the bottom portion of the invoice with your payment. All payment checks should be sent to the Post Office Box listed on your invoice. This is a remittance-only address, and no other correspondence should be sent to this P.O. Box.

INGRAM		IF PREPAID, PLEASE DISREGARD	
INGRAM LIBRARY SERVICES P. O. BOX 277616 ATLANTA, GA 30384-7616 1-800-37-5300 OPTION 1		IF PAYING BY INVOICE PLEASE RETURN THIS PORTION WITH PAYMENT	
INVOICE DATE	09/29/2017	POE #	015 96
Remittance Address for sending payment by check		ACCOUNT #	204
		INVOICE #	9161
		AMOUNT DUE	62.54

Monthly Statement

Ingram provides a monthly statement, which serves as an open item register and monthly summary report. The statement contains, among other information, the transaction type, date of transaction, due date, account number, total amount due, total account balance. You can also view your last statement online through ipage.

6. DELIVERY AND RETURN

6.1 Delivery Time and Place

In-stock, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram distribution center. In-stock processed books not requiring custom cataloging services will ship within two to five days of receipt of order. No other vendor can attain this level of service. Our turnaround time for in-stock, shelf-ready, custom cataloging orders is 7-10 working days from receipt of order to shipment.

Backorders

After receiving an order, Ingram will ship all titles currently in stock. Any remaining titles normally available through Ingram will then be placed on backorder for a number of days specified by the Library.

One of the parameters set at the account level is Backorder Cancellation Date. This is the number of days to wait for a backorder to be filled, and if it has not been filled by that date, Ingram cancels the order. Ingram can set different backorders periods on an account by account basis, but not on an order by order basis on the same account. Pre-publication titles can have a different backorder period. For titles not yet published, the Library has a choice to either have these items cancel at the end of the account's established backorder period, or for the backorder clock to start only after the titles is first received by Ingram. The first option may result in a lower fill rate.

We recommend that the Library set this cancellation date to be the same on their automation system so the backorders will cancel automatically at the same time. It is up to the local automation system to delete any bibliographic records that are associated with order records that are canceled.

Continuations and Standing Order Programs require a backorder period, as titles are ordered on a pre-publication basis to allow Program customers to be the first to get these titles. Items that do not require cataloging services will ship within 24 – 48 hours after the title is received into the designated Ingram distribution center.

Cascading Orders

Ingram's unique distribution center pairing gives our customers access to our entire inventory via convenient, regional locations. With your assigned Ingram Primary and Secondary distributions centers, the Library has access to order or backorder any title available through Ingram. When an order is placed, titles are initially checked against the primary distribution center. Titles not in stock at the primary facility are then instantly checked at the secondary distribution center. This ensures a very high first fill rate. Titles not available in stock are then backordered from the publishers, and are generally backordered from the primary distribution center. This method of distribution ensures the Library will receive ordered titles as quickly as possible, without the worry of shopping nationwide distribution centers.

No Partial Shipments Option

Accounts can be profiled to receive No Partial Shipments. With this account setting, if the entire quantity of a title is not in stock at the time of order, Ingram backorders that title and ships it when the entire quantity is received from the publisher. Please note that this profile option may lessen initial fill rate of an order. We are happy to discuss with the Library to determine the best option to meet your workflows.

Delivery

Each box in a shipment will be plainly marked with the number of boxes in shipment, the library address, and a Control Number (including Order Entry number) which can be used to cross reference the invoice when it is received. The carton containing the packing slip is marked.

The shipping label on the carton includes the customer name, address, and customer purchase order number.

The image shows a shipping label and a packing list. The shipping label is on the left and contains the following information:

- From: INFORMATIONAL SERVICES, TRANSPORTATION, MULTIMEDIA PUBLISHING
- To: GREEN VALLEY 160129-1110
- WI 531 9-50
- UPS GROUND/FT.WAYNE
- TRACKING#: 1Z 447 753 03 3627 4694
- CB#: 1748H779 Carton 1 Of 1
- Run#: 20021023011 SHIP TO: 20
- PO#: 3497055911
- SSCC: 15

The packing list is on the right and contains the following information:

- Date: 10/21/15 15:35:08
- Page: 1
- Carton Contents: 000000000218005434
- Carton #: 000000000218005434
- Qty: N 00PK1 HL
- CTA: 1 SKFK1158 JNS P1
- Table with columns: Qty, ISBN/UIC, Description, POF
- Total Titles: 2
- Total Units: 4
- Packing List Enclosed

Each carton shipped from Ingram will also have a 4" x 6" Carton Contents label. The Carton Contents label lists the titles contained in the box, their ISBNs, and quantities. This label allows your library staff to see what is in each box before the carton is opened.

Items will be delivered to West Virginia Library Commission at 1900 Kanawha Blvd. E, Culture Center, Charleston, WV 25305.

Inside Delivery

When requested by a customer, and if the carrier's operating conditions permit, the carrier may perform inside delivery. Please note that the carrier's only obligation is to get the freight inside the door or onto a dock. It is the Library's responsibility to transfer the material to other desired destinations. If inside delivery is desired, the Library must specify this when establishing/updating their account(s). Where inside delivery is not provided, the carrier's only obligation is to move the freight to the back of the truck. Inside delivery will be clearly designated on the shipper's bill of lading but not on the Ingram shipping label.

Rush Orders

Ingram defines a "rush" order as one that requires immediate turnaround and special shipping. These orders differ from a regular order in that they do not receive processing or cataloging services, are generally very small orders, and are placed with no backorders accepted.

Ingram can accept book "rush" orders via toll-free telephone. All orders receive immediate online order entry, as well as instant title and stock verification. Rush orders will be shipped via UPS or other Ingram selected freight method.

It is our experience that the need for next day delivery is extremely rare with our customers. Should the Library require expedited services for an account, such as minimal processing and no cataloging on titles that require a faster turn time, we are happy to discuss your requirements and work to profile accounts as needed.

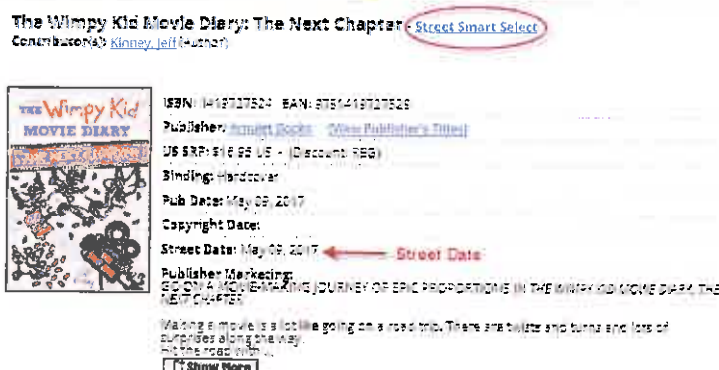
If the Library has a different definition for Rush Orders, such as items that receive cataloging and processing but that have a faster turn timer than your stated standard 30 days, we are happy to discuss how we can profile your account(s) to meet your requirements.

Street Smart

Ingram understands the importance of getting high-visibility titles in the hands of Library patrons as soon those titles appear in local bookstores. Titles designated as part of the **Street Smart** program include any upcoming new releases with a publisher-assigned on-sale date. Working within the publishers' parameters, Ingram profiles the Library's account so Street Smart titles shipped from the primary distribution center are received on or before the on-sale date.

To receive Street Smart designated titles on or before the on-sale date, the Library is required to complete a signed affidavit in which you agree not to display, sell, or loan for advanced reading any title before the publisher-assigned on-sale date. Without this agreement, Ingram cannot ship Street Smart titles until one day before the published on-sale date. All wholesale distributors are held to these standards, and Ingram is dedicated to ensuring that we do not violate our agreements with publishers.

Occasionally, the publisher may designate a title as having stricter on-sale date parameters. Ingram designates these types of titles as **Street Smart Select**. These are usually major releases that typically have large print runs and major publicity scheduled. Similar to a standard street date, a title specific signed affidavit is required to receive advance delivery. Ingram will provide advance notification of these titles, including any order deadlines or minimum order quantities required to participate in the early delivery program. Per the publisher, Distributors are not allowed to deliver Street Smart Select titles until one day before the on-sale date.



Ingram does not control publishers' street dates or their specialized parameters. We work closely with publishers to obtain news of publishing date changes or unexpected releases are added with limited advance notice of publication. We provide updated information through ipage as soon as it is available from the publisher. The Library can check any title as the scheduled street date approaches to ensure no change has been made.

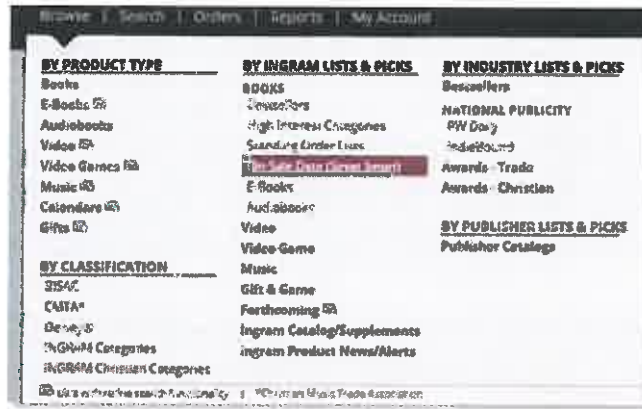
Ingram will make every available effort to ship titles to arrive before the street date for those libraries having a Street Smart affidavit on file; however, we cannot guarantee arrival on or before street date. Delivery within the allotted time frame is contingent upon the publisher providing books to Ingram in a timely manner. Occasionally, our ability to comply may be compromised on a title due to circumstances outside of our control such as weather delays or delay in receipt from the publisher. In such instances, the level of custom processing or cataloging profiled on a Library account may cause the title to be delivered after street date.

In 2016, we established a task force to thoroughly review our processes and procedures, with an end goal of improving our consistency with providing Street Smart titles prior to Street Date. The task force is comprised of stakeholders from across our Ingram Content Group companies. We chose associates with years of experience with Ingram processes and operations and from a variety of departments including Product, Operations, and Collection Development.

The purpose of the task force is to provide actual, measurable improvements to our processes. We therefore established a scorecard for our publishers to measure their delivery, including timeliness and accuracy. We also created an internal Ingram scorecard to track our distribution center efficiencies. Using the results of these scorecards, Ingram is committed to continued improvements with all of our publishers and for all of our customers. For example, we know that providing advance notification of any known delays in receiving publications is important, so that the Library can manage the patrons' expectations about when a title will be available for check-out and we are committed to doing so.

Searching for Street Smart Titles in ipage

The Street Smart list under the Browse tab on ipage enables libraries to view a listing of titles that have a hard street date from the publisher. As part of the newest ipage release, this Street Smart list has been updated to focus on titles up to 18 months' pre-publication.



The Street Smart list page includes a drop-down box with sort options, including On Sale Date. When you select **Initial Buy** in the drop-down box, ipage re-sorts the titles in the Street Smart list by largest quantities initially purchased by our buyers. This helps you see immediately what items Ingram professionals believe will be in national demand. The list sorts in descending order, with largest quantities at the top of the list.

6.2 Late Delivery

ipage provides immediate order confirmation, which can be printed. The ipage order confirmation includes titles that have shipped, as well as backordered titles. The order confirmation gives a detailed summary of the order, including title, author, EAN, whether the item is shipped or backordered, discount, and retail price.

Confirmation Summary for Purchase Order: 3000187114

Item	Quantity	Unit Price	Total Price	Order Status
STOCKED & SHIPPED:	253	249	263	0
OUT OF STOCK, B/O:	11	16	18	25
ON-SHELF, STOCKED & SHIPPED:	23	23	23	0
Total	287	288	284	25

Confirmation Detail for Purchase Order: 3000187114

Ship To Account: [Redacted]
 Order Method: [Redacted]
 Customer Pct or Preference Number: 5700-832
 Warehouse: LAWRENCE, IN
 Backorder: Yes on order status - (999/Release Date)
 Total Items: 802
 Total Units: 579
 Extended List Price: 3,949.75

Order Date: Wed Aug 14 12:00:00 CDT 2010
 Ordered By: [Redacted]
 DCU: 674%
 Warehouse: Palm 11

Product Name	Qty	Unit Price	Order Status	Ship	Unit Price	Order Price
Abraham Lincoln, Vampire Hunter	1	1.00	0	0	N/A	21.99
Admission to Venice, Ec...	1	1.00	0	0	N/A	16.12
Air Gear Volume 1	1	1.00	0	0	N/A	13.95
Air Gear Volume 10	1	1.00	0	0	N/A	10.25
Air Gear Volume 11	1	1.00	0	0	N/A	10.99

For orders placed via EDI, Ingram sends full order acknowledgements in text format via email to user-specified email address. The order acknowledgement includes: ISBN/EAN; Title; Author; Publisher; List Price Line Item; Order Units; Ship Units; B/O or Cancelled Binding; Status Code; and Shipping DC. Order acknowledgements are sent within two to four hours of order placement. Most acknowledgments fall within the two-hour window.

Status Reports


Status Reports come in the form of our Packing Slip included with shipment, and our Title Status Report that is sent to customers monthly.

The packing slip will supply you with the status of any book that has shipped, is backordered, or is out of print. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. An "S/W" will identify those titles that will be shipped from your secondary distribution center.

Company Name
Chattanooga, TN

INGRAM

1700 CHERRY TRAIL
CHATTANOOGA, TN 37402



2003261

Company Name
Chattanooga, TN

2003261
SHIP TO NUMBER

DATE: 05/28/2016 PAGE: 1

****LIBRARY PROC**** **CUSTOMER SERVICE # 405-937-5300 EXT 3**

LINE NO	QTY ORDP	QTY ORDR	B	O	TITLE	STATUS BY TITLE	P.O. NUMBER	DESK PER.	RATE	EXT. RATE
					TITLE CODE	PROD I.D.	DEPT		RETAIL	BASE
0001	5	5	B		ARMED STRAIN	146222653	0	1470000224	25.0	1140
0002	2	2	B		SOULBORN AN AQUAPONICS SYSTEM	146114614	0	1470000224	25.0	755
0003	5	5	B		CATCH A RIFLEMAN	146221725	0	1470000224	25.0	1450
0004	6	7	B		CRIMINALS AND VERY SUPERIOR	146122153	0	1470000224	5.0	1450
0005	4	4	B		COLOR OF HEAVEN	044222222	0	1470000224	25.0	1499
0006	1	1	B		FAMILY MURDER & THE LAST DAYS OF	044222153	0	1470000224	40.0	1355
0007	4	4	B		BARBONS	044222153	0	1470000224	25.0	899
0008	5	5	B		HE WOLF HER BROTHER (PART ONE)	044222153	0	1470000224	25.0	1495
0009	5	5	B		HE WOLF HER BROTHER (PART TWO)	044222153	0	1470000224	25.0	1497
0010	4	4	B		BY BERRY WHAT YOU'RE NOT SEEING	044222153	0	1470000224	40.0	1495
0011	3	3	B		IT SHOULD HAVE BEEN TOO	044222153	0	1470000224	5.0	1499
0012	4	4	B		WALKER PETERS	044222153	0	1470000224	25.0	1495
0013	2	2	B		LABARON TRAP	044222153	0	1470000224	20.0	1499
0014	5	5	B		NEW TAKE ON ABC & 10 FOR 100L	044222153	0	1470000224	40.0	1455

The monthly Title Status Report will provide you with current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

- B/O = Out of stock at this time and on backorder for you
- NLS = Title is no longer stocked by Ingram
- NYR = Title is not yet received by Ingram into the distribution center
- OSI = Out of stock indefinitely by the publisher
- PPD = Title has been postponed by the publisher
- OP = Title is now out of print at the publisher
- CANC = Title has been cancelled at this time by the publisher

Sample Ingram Title Status Report



TITLE STATUS REPORT

BID TEST ACCOUNT 1
 BIDS AND CONTRACTS
 NS #822
 1 INGRAM BLVD
 LA VERGNE TN 37088-3828

Date 10/31/2015 L001
 Page 1

BILL TO/SHEETED :

This monthly report advises on the status of items that are backordered. Backordered items listed below will remain backordered until the cancellation date, or shown as cancelled NYR (Not Yet Received) items will remain on backorder for the period of the account's established backorder period beyond the date of first receipt by Ingram.

QTY ORD	Title	Author	ISBN	Publisher	Customer PO Number	Line Item PO Number	List Price	Prod Type	Wise Location	Status	Cancel Date
THE FOLLOWING ITEMS HAVE BEEN CANCELLED:											
1	APPL. DESIGN OF ENDOCRINE-SH	WOLFE ERNEST B.	0322033520	TAYLOR &	0002868		127.95	HARD	EN		10/14/2015
2	CALCULATION OF DRUG DOSAGE: 98	OSLEY WILIA J	0322101449	ELSEVIER	01249		77.95	TPAP	EN		10/27/2015
3	FOUNDATIONS & ADULT HEALT-7E 02	KAPASAI CANDICE	0322133794	ELSEVIER	01249		64.95	TPAP	EN		10/27/2015
4	HUMAN BODY IN HEALTH & I 5C 98	HEALTHY BANARAI	0322100512	ELSEVIER	01249		128.00	TPAP	EN		10/27/2015
5	HUMAN BODY IN HEALTH & ILLU-98	HEALTHY BANARAI	1485772348	ELSEVIER	01249		51.95	TPAP	EN		10/27/2015
6	RESERVE 2014 NURSING DRUG REF /	SKOWSKE ROTH L	0322102841	ELSEVIER	01249		44.95	TPAP	EN		10/27/2015

Reverse side of Title Status Report:

PRODUCT TYPE LEGEND:

- TPAP - Trade paper
- MPAP - Mass market paper
- HARD - Hardcover
- AUD - Audio
- MUS - Music
- MULT - Multimedia
- MAPS - Maps, Calendars, Board Games

STATUS CODE LEGEND:

- BO - Backordered
- CANC - Cancelled
- CAN1 - Cancelled: ISBN incorrect/unknown
- CAN2 - Cancelled: Publisher cancelled
- CAN3 - Cancelled: Out of stock
- CAN4 - Cancelled: Out of stock indefinitely
- CAN5 - Cancelled: Out of print
- CAN6 - Cancelled: Not yet available
- CAN7 - Cancelled: Not our publication
- CAN8 - Cancelled: Delay in publication
- CAN9 - Cancelled: Apply direct - Not available
- CAN10 - Cancelled: Publisher did not respond
- CAN11 - Cancelled: Via OEB0 screen
- IR - In research
- NAI - Product unavailable through Ingram
- NOP - Publisher has indicated "not our publication"
- NYR - Not yet received
- OS - Out of stock; Backordered
- OSI - Publisher and Ingram out of stock indefinitely
- OP - Cancelled; Out of print
- PPD - Publisher postponed publication
- PEND - Pending Alibris availability

6.3 Delivery Payment / Risk of Loss

Orders will ship with Ingram-paid freight from your Ingram-designated primary distribution center. Shipments of 20 or more units from your secondary distribution center qualify for Ingram-paid freight. Shipments of less than 20 units from this distribution center will be charged a flat \$5.00 shipping fee. This flat fee amount or qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Distribution center designation is subject to change by Ingram to provide the best service for your Library. Orders will ship FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are delivered to the library. Once the items have been delivered, liability lies with the receiving agency. Ingram normally ships items via UPS ground transportation, Ingram delivery, or common carrier. Items receiving custom cataloging services or opening day collection orders may ship from a single distribution center exclusively. Ingram does not currently assess any additional fees for shipping. However, given the unpredictable impact of rising oil prices, Ingram reserves the right to assess a fuel surcharge with notice.

Rush Orders

Ingram does not charge additional freight for orders that ship with your regularly scheduled shipments via standard transportation. Only rush orders that require next day delivery will incur a freight charge.

Hard-To-Find Books

Books ordered through our partnership with Alibris are sold at the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

6.4 Return of Unacceptable Items and

6.5 Return Due to Agency Error

Ingram will accept returns under the terms of our returns policy outlined below:

Returns Policy

Ingram's Returns Policies provide for prompt and efficient resolution for reporting and returning materials that are damaged, defective, or shipped in error.

- Ingram Customer Service associates are happy to assist with issues including shortages, damages, or defects, and to provide returns authorizations as required.
- Customer Service hours of operation are Monday through Friday, 7:00 a.m. – 7:00 p.m. (Central Time.)
- Through [ipage](#), the Library may create Hassle-Free returns, report shortages, track status of a return, and view credit memos. [ipage](#) is available 24 hours a day, 7 days a week.

Unprocessed Print Material

Any unprocessed book ordered in good faith that is found to be damaged or unsuitable, whether it is due to Ingram's error or the Library's error, may be returned under the Hassle Free Returns Policy.

- Unprocessed materials may be returned up to **60 days** after the invoice date.
- A copy of the Hassle-Free Returns form (the back of your packing slip or printed from [ipage](#)) should be included in each carton shipped to Ingram.
- **A return authorization number is not required for unprocessed print material.**
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle Free Returns Policy.

Product with Defects

Ingram understands that defects inside a book may not be detected until it has circulated, so there is **no timeframe for returning product with publisher defects**, including the following:

- Missing pages
- Contents out of sequence
- Book bound upside down
- Contents different than the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages

Please note that due to the wear and tear caused by circulation, we will only accept defective books where the binding is falling apart up to 60 days after the invoice date.

Processed Materials

Items that have received cataloging or processing per the Library's specifications are no longer in resalable condition, and therefore can only be returned due to an Ingram error or if defective or damaged.

- The Library is asked to report any cataloging and processing errors as soon as they are noticed, so that Ingram can research and resolve the issue in a timely manner.
- Processed material returns require return authorization from our Customer Care Department. To request authorization, please call **(800) 937-5300 Ext.27665**.

Audiovisual Materials

Unprocessed audiovisual materials that are damaged, defective, or shipped due to Ingram error may be returned up to **60 days** after the invoice date.

- Audiovisual returns require return authorization from our Customer Care Department. To report defective or damaged product and request authorization, please call **(800) 937-5300 Ext.27665**.
- Playaway® accepts return of defective products within one year of the invoice date. The Library should contact Playaway directly.

Ingram does not stock replacements for single discs in a multi-disc title. For damaged or defective titles reported to Ingram, we would replace the entire product or issue a credit if the title is no longer available.

Individual replacements for discs lost or damaged after receipt by the Library may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks have a guarantee of free disc and vinyl case replacements. Publisher contact information for every title is easily obtained on ipage at the Library's convenience, 24/7.

Non-Returnable Materials

Each publisher decides if their product is non-returnable. This may be on a product-by-product or binding-by-binding basis, or as items go out of print. Therefore, Ingram does not assign a non-returnable status to a publisher.

- Non-returnable items are indicated as such on ipage.
- Ingram cannot accept return of any product that we do not stock or items that were not originally purchased from Ingram.

Items Damaged in Shipping

For materials damaged in transit, the Library is asked to always accept delivery of materials. Damage should be noted on the carrier delivery receipt, and the Library should call our Customer Care Department for instructions on making a return.

Overstock Returns

Return of unprocessed materials sent after the 60-day window will be handled as Overstock Returns.

- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- Overstock returns will have a 10% restocking fee applied.
- All product returned to Ingram must be in a condition that it could be resold. Therefore, we cannot accept return of processed items as overstock returns.
- Ingram reserves the right to send back, at the Library's expense, all products returned to us that is not in resalable condition.

Hard to Find Books Alibris Returns Policy

If the Library is dissatisfied for any reason with a book purchased through our Hard to Find Book program, you may return your purchase to the Alibris distribution center within 30 days for a full refund of purchase. Ingram reimburses shipping costs for returns only if the condition of the book is not as described on ipage.

Credit Memo

Upon receipt of the returned titles in our distribution center, Ingram will credit the Library for the cost of the item(s) plus freight charges calculated at the standard UPS rate for the weight of the items returned that are damaged, defective, or shipped in error by Ingram.

- A credit memo will be mailed listing the item(s), dollar amount, and purchase order number credited.
- Credits will be reflected on the monthly statement with reference to the purchase order number.
- For items with an Ingram error, when Ingram requires the Library to return the physical product to our distribution center, a Call Tag may be issued.
- The Library is responsible for shipping and carrying charges on items that are not damaged, defective or shipped with Ingram error.

No Charge Replacement

As an alternate to a credit, libraries may call our Customer Care Department for a No Charge Replacement for any item that is damaged, defective, or shipped with Ingram error.

- If a replacement title is available, the Customer Care Representative will either email or fax a No Charge Replacement Return Authorization form to your library.
- The Library must mail this form along with the returned item and the original packing slip for a replacement copy.
- For Libraries that provide cataloging and processing information as part of their orders, Ingram may issue a credit for a No Charge Replacement and the Library would be required to submit the reorder via EDI or whatever method was used for placing the original order.

Claims

Please notify us if you have not received an anticipated publication or if an order is short shipped. Any anticipated publication may have a slightly delayed release that will be reflected on ipage. If an order is shipped and materials do not arrive, claims will be directed to our Customer Care Department to ensure tracking and replacement is handled as quickly as possible.

Cancellations

Ingram can currently accept cancellations through phone, mail or fax request. The Library can also cancel individual open line items through ipage. If an entire purchase order is open and no line items have been filled, the Library may request that Customer Care cancel the purchase order in its entirety rather than the Library cancelling each title individually. This will be done at no charge to the Library.

See Special Language boilerplate for self-credit memo alternative.

Returns Reporting

ipage features the following returns reporting options. You can:

- Report overstocks or shortages.
- Determine the date your return was received.
- See whether a return is still in process.
- View credit memo information.

7. VENDOR DEFAULT

Ingram acknowledges this section. Both Ingram and West Virginia Library Commission have the right to cancel this contract with thirty days written notification for non-compliance with contract terms. Any items invoiced by Ingram are due and payable upon termination. We ask that both parties use due diligence in reporting contract issues to allow the other party to research and resolve the issue before the contract is declared in default.

Ingram agrees only to provide those items that would be available through normal U.S. wholesale channels. Ingram provides access to over 16,000,000 unique book titles and maintains the largest on hand inventory of any distributor in the book industry. Please note that inventory levels will always be governed by publisher availability. We do not agree to pay additional fees for items ordered from other vendors that are available through backorder from Ingram, or to pay fees for items that must be ordered directly from the publisher or manufacturer, or confirmed as items not stocked by Ingram.

8. MISCELLANEOUS

8.1 No Substitutions

For orders, Ingram does not substitute titles unless the ISBN/EAN has been forwarded to a new edition. Only those items ordered will be shipped.

As mentioned earlier, we understand per Addendum #5 that the Library Commission does not wish to purchase titles that do not fit within the five categories listed on Exhibit A. Ingram can profile your accounts so that any titles that do not fit within your categories, including short discount/non-trade and Net titles, are blocked from purchase.

8.2 Vendor Supply

Ingram confirms that we can provide hardcover, paperback, University Press, reinforces, and library edition print books. Continued availability of a specific title is controlled by the Publisher, and not by Ingram as distributor. We cannot provide titles that a publisher has cancelled, or that are out of print or out of stock indefinitely at the publisher.

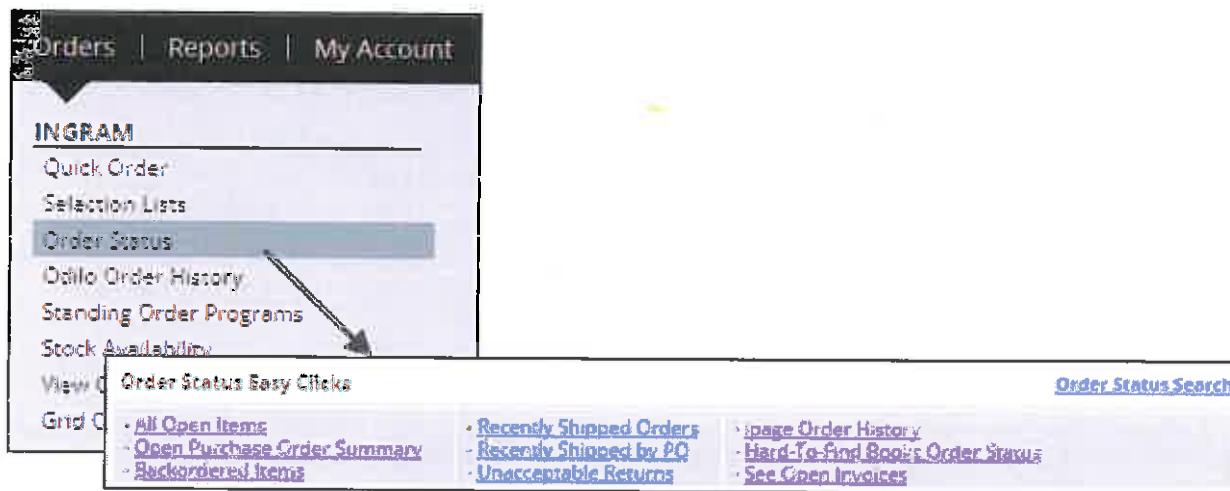
For titles inventoried by Ingram that are temporarily not in stock, Ingram will attempt to place an order with the publishers within three (3) business days of receipt of order. Our ability to obtain out of stock titles is based upon the item's continued availability from the publisher with whom Ingram buyers have an established relationship.

Should the Library order books not currently inventoried by Ingram, we will attempt to order the book if available on the open market through normal U.S. wholesale channels. Turnaround time will be dependent upon publisher availability, however, due to our long-standing relationships with publishers, we estimate one to three weeks on available items and sixty to ninety days on special order items not currently in stock at the publisher.

Ingram can provide titles that are in print and available from the publisher. Some publishers choose to sell only directly to end users such as schools or libraries. These direct-only publishers are defined as those publishers whose titles are not available on the open market to distributors.

8.3 Reports

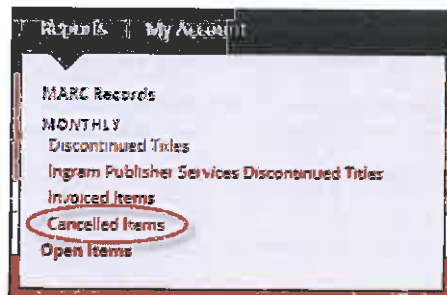
Through ipage, the Library can access the following account specific information at no additional charge. Under the Order drop down menu, simply click Order Status for a listing of Order Easy Clicks:



- **All Open Items** - This report shows the line items that are currently backordered or being processed and therefore have not yet been invoiced.
- **Open Purchase Order Summary** - This report shows a summary by PO Number that includes the date ordered, total units open, units in process, and units backordered. The PO Number can be clicked on to receive title-specific information.

- **Backordered Items** - This report includes the titles currently on backorder with the date ordered, the backorder cancel date, EAN, title, format, publication date, PO number, quantity, and the distribution center. You can also cancel a backordered item.
- **Recently Shipped Orders** - This report shows orders shipped within the last 14 days, with the option to view the last 90 days, including the date shipped, order entry number, and shipping tracking number. Order details can be viewed by clicking the order entry number, and delivery status can be viewed by clicking the shipping tracking number.
- **Recently Shipped by PO** - like the Recently Shipped Orders, this report shows orders shipped within the last 14 or 90 days. It is sorted by PO Number and includes the date shipped, order entry number, and shipping tracking number. Order details can be viewed by clicking the order entry number, and delivery status can be viewed by clicking the shipping tracking number.
- **ipage Order History** - This feature shows the order date and time, PO number, and the name of the person whose account login placed the order. It also provides a link to an Order Confirmation that gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price. ipage Order History is posted for 6 months.
- **Hard-To-Find Books Order Status** - This report shows the status of any books ordered through the optional Hard-To-Find Books function on ipage.
- **Order Status Search** -Library staff can search for the status of an order by order date range, product code, control number, invoice number, order entry number, PO number, title, or warehouse code. The search can be for all orders, or limited to committed, processing, backorders, shipped/invoiced, or cancelled.
- **Printing** - Reports are also available for printing by clicking on the *Print Version* button.

In addition to viewing order status reports, ipage provides the Library with access to Excel format reports on cancelled items, as well as invoiced and open items. Backordered items and cancelled items reports are updated monthly. Open Items are refreshed nightly.



The Excel reports may include columns for the following information, as appropriate to the report: Account numbers; Library name and address; Order Date; PO; EAN; Author; Title; Pub Date; Units Ordered; Committed Units; Backordered Units; Backorder Cancel Date; Invoice Date; Invoice Number; Units Invoiced; List Price; Customer Discount; Unit Discount Amount; and Extended Discount Amount.

Financial Information on ipage

The Library's ipage Administrator can designate which staff members have access to view account-specific accounting items such as All Open Accounting Items, Open Invoices, and Open Credit Memos. Closed invoices and credit memos are available for viewing for 90 days. Through ipage, the Library can also look at its last statement and view the last six payments received by Ingram plus review recent and pending electronic payments.

8.4 Contract Manager

Should you have any questions regarding Ingram's proposal, please feel free to contact Daneen Schneider, Sr. Contract Management Specialist at (800) 937-5300, extension 35763. She may also be reached by email at daneen.schneider@ingramcontent.com or ilsbids@ingramcontent.com or by fax at (615) 213-5196.

After contract award, your accounts will be managed by your Ingram Sr. Sales Representative and Inside Sales Representative. Eileen Armour serves as Senior Sales Representative for West Virginia. She will serve as the main contact for all services Ingram provides. Eileen will provide a relationship to monitor progress and trouble-shoot potential issues, making selection, ordering, and receiving materials smooth and simple. An Inside Sales Representative will also be assigned to the Library, providing an additional level of sales support.

The Library has toll-free telephone access to any Ingram point of contact. To reach Ingram Library Services dial **(800) 937-5300**. Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department, or you may contact your Sales Representative directly at:

- Eileen Armour, Senior Sales Representative 615-593-4056
Email: Eileen.armour@ingramcontent.com
- John Mangrum, Inside Sales Representative Ext. 35774
Email: john.mangrum@ingramcontent.com
- Account Services..... Email: requirements@ingramcontent.com
To Set Up / Update an Account
- Customer Care Press Option 1, then 1
Email: ILSCustomer.service@ingramcontent.com
- To Place an Order Press Option 1, then 2
- To Check Stock Status..... Press Option 1, then 4
- Toll-Free FAX Ordering 800-677-5116
- Credit Department 800-937-8100

Ingram's team of Customer Care Support Specialists is available Monday through Friday, 7:00 a.m. – 7:00 p.m. (Central Time.) Every attempt will be made to respond within 24 hours (during normal working hours) from phone call or receipt of correspondence. However, some issues may necessitate additional research to provide the best service and most complete response to the Library. For any system issues like outages, login problems, Site Help etc., Customer System Technical Support can be contacted at (800) 937-7978 or email us at ics-techsupport@ingramcontent.com. Technical Support is available via this 800 number Monday through Friday, 8:00 AM – 5:00 PM Central Time.

ipage Trial Access

Welcome to ipage®! You are now entering the most innovative and powerful web-based title information and account management tool available. ipage will revolutionize the way you access information.

What is the ipage URL (address)?

<https://ipage.ingramcontent.com>

What is my UserID?

West_VA_Lib

What is my password? Please note that passwords are case sensitive.

0433LIB19

What if I forget my password?

Just click on "Forgot Your UserID or Password?" on the Login screen. You will be prompted to enter your user id or email address. You will then receive an email message with instructions for resetting your ipage password.

How do I change my password?

Select "Change Settings" from the "My Account" menu, located at the top of every page. You will then input your current password in the Old Password box. Input your new password in both the New Password box and the Confirm New box. You'll need to click the Update button at the top or bottom of the screen to save your work. Now your password is changed.

What is the role of the Administrator?

Your Administrator is the only person authorized to add, change, or delete users and assign user access roles on your account.

How do I manage my account on ipage?

Select "Site Help" from the "Help" menu and review the items under the Account Management heading to learn how to view your invoices online, get information on Electronic Funds Transfer, view account information, and more.

How do I use ipage?

An easy-to-use guide to ipage is available by selecting "User Guides" from the "Help" menu at the top-right of every page. Once your password is created, you can go directly to the guide [by clicking here](#).

The "Help" menu also has a "Site Help" link containing answers to Frequently Asked Questions. Click on any of the links in the "Suggestion Box" to send us your comments and suggestions about ipage. If you have technical questions, please call Tech Support at 800-937-7978 or email us at ics-techsupport@ingrambook.com. Enjoy your new ipage subscription!

Ingram Standing Order / New Title Notification Programs

iSelect® Build-Your-Own Standing Order Program

The iSelect Program is based on Ingram's buying level of pre-publication titles, and Ingram's buy levels reflect predicted popularity. Libraries select the categories and indicate the levels they want to see. Then, when Ingram makes a purchase of a forthcoming title at a library's pre-determined level, the library is notified in a weekly Program List. The iSelect Program is fully customizable to meet the needs and interests of every library. If a library only wants to see the hottest titles in certain categories, they can. If a library only wishes to see new titles by certain publishers, they can do that, too. If a library wants to see everything published in a specific category, they can. With iSelect, it's easy!

The iSelect program allows customers to "Include Only" or "Exclude Only" by Ingram Categories to identify titles that fall within a special community demographic, local area, or other special category.

Ingram's free build-your-own standing order program now allows more customization than ever. The Library can include or exclude by publisher and select desired BISACs or sub-BISACs, desired binding types, and buy levels. Top Tier and 2nd Tier indicate expected bestsellers within that category, 3rd Tier is average, and 4th and 5th Tiers indicate more modest expectations. The Library can further customize by selecting desired quantities of each combination of subject, binding, and buy level.

Fiction Programs

Ingram Adult Author Standing Order Program

With Ingram's Author (Adult) Standing Order Program, libraries can always be assured of receiving the latest **fiction hardcover** titles by the most popular authors in a timely manner. This program identifies new titles by the most popular authors, months before release. Additional formats are also available, **including large print** and audio editions – abridged and unabridged CD, Library Edition CD, and Pre-Recorded Audio Players - when they are released within six months of the trade hardcover edition.

The top authors for the public library market have been identified on the enrollment form in **boldface type**. These top authors will release and ship immediately upon receipt from the publisher, as well any Street Smart Select title (Street Smart Affidavit on file required), while other authors hold for consolidated shipment.

Ingram Inspirational Fiction Standing Order Program

Ingram's Inspirational Fiction Standing Order Program will help collection development librarians select books in this growing genre. The program works like Ingram's Author Standing Order Program but includes only trade paper editions of best-selling inspirational fiction authors. Some of the same authors are represented on the Author Standing Order Program, which means you can also sign up for the hardcover, **large print**, or abridged audio edition of those popular authors.

Mass Market Genre Fiction Standing Order Program

The Mass Market Genre Fiction Standing Order Program provides automatic ordering of popular genre fiction, providing the top five new titles each month in the genres each library selects. For some genres, customers may also choose to get the next five or 10 most popular titles. A degreed librarian with front-line public library Collection Development experience selects Mass Market Genre Fiction titles expected to have the highest demand, including reprints and originals.

Genres available on this program include:

- General Fiction (up to 10 titles)
- General Romance (up to 15 titles)
- Historical Romance (up to 10 titles)
- Mystery (up to 15 titles)
- Speculative Fiction (up to 15 titles)
- Street Lit (up to 5 titles)
- Westerns (up to 5 titles)

Paperback Original Fiction

Ingram's Paperback Original Fiction Program provides a monthly collection of original mass market and/or trade paperbacks. Each month the Collection Development librarians select 20 original mass market paperbacks and 20 original trade paperbacks that are forecasted as having the highest demand. The assorted mix of titles includes one western, at least one science fiction or fantasy title, and general fiction, mysteries, and romances.

Popular Series (Adult) Standing Order Program

Libraries will never miss another fiction series title when they enroll in Ingram's Popular Series (Adult) Program. This program sends lists of the newest titles in the most popular fiction series for adults several months prior to publication.

Author/Illustrator (Children's) Standing Order Program

This popular standing order program features popular authors and/or illustrators of books for ages 0-12. When libraries sign up for their desired authors and/or illustrators in this program, the newest titles by writers and/or illustrators as diverse as Christopher Paolini, Mo Willems, and Laura Numeroff will be included on a Selection List within ipage several months before they are published. The bindings available include Trade Hardcover or Library Binding, plus Library Edition CD, Pre-Recorded Audio Player, and Unabridged CD, when released within six months of the trade hardcover.

Author (Teen) Standing Order Program

In response to customer's requests, Ingram offers a standing order program featuring popular authors of books for ages 13-17. When a library signs up for this program, the newest YA titles by the library's selected writers will be included on a Selection List within ipage several months before publication date. As with the Author/Illustrator program, the bindings available include Trade Hardcover or Library Binding, plus Library Edition CD, Pre-Recorded Audio Player, and Unabridged CD, when released within six months of the regular hardcover.

Easy Reader Standing Order Program

Libraries can anticipate demand by ordering easy reader books by level with the Ingram Easy Reader Standing Order Program. More than one hundred publishers, imprints, and series are represented in the program, ranging from tried and true fiction favorites such as I Can Read from HarperCollins to nonfiction stars such as National Geographic Kids: Science Readers. Each series is broken out by levels, so libraries can order the quantities they want of the level they need in the bindings they prefer.

Picture and Board Book

Ingram is pleased to announce our newest standing order program, which offers the best forthcoming picture books and board books. The Picture and Board Book Program provides advanced notification of the Picture Books and Board Books that are forecasted by our Children's librarians to have the highest demand. The Library has the option of enrolling to receive 10 board books and/or a choice of the top 25 or top 50 picture books each month. This program runs the 1st day of the month.

As with any of our standing order programs, libraries can mix and match Picture and Board Book program enrollments to suit their needs. For example, a library may have one profile for board books as Auto-Ship, and so will automatically receive each month's selection of 10 books. If they plan to order 30 picture books each month, the library can create a second profile for the Top 50 picture books as Report Only, so that they can review the list each month and choose which 30 books they will order.

Popular Series (Youth) Standing Order Program

Libraries will never miss another fiction series title for ages 8-17 when they enroll in Ingram's Popular Series (Youth) Program. With this program, lists of the newest titles are available several months' pre-publication, in the most popular fiction series for children and teens.

Awards * Book Clubs * State Lists Standing Order Program

The Awards * Book Clubs * State Lists program provides libraries with a choice of notification or automatic order placement for the award winners, nationwide reading list picks, and state lists they track each year. From an individual state reading list to an international award, customers save time by letting Ingram stay on top of these developments, allowing libraries to offer the timeliest and most relevant title selections throughout the year.

Graphic Novel (Adult & Youth) Standing Order Program

The Graphic Novel Standing Order Program provides a monthly selection list of titles in this very popular format. Ingram's specialists have researched hundreds of graphic novel series and has titles appealing to a broad range of readers ages 8 to adult. Recommended audience ages are indicated for each series.

Nonfiction and Continuations Programs

Nonfiction Continuations (Adult) Standing Order Program

Libraries can stay updated on reference books, career guides, legal handbooks, test prep guides, tax guides, and other frequently updated titles through Ingram's Nonfiction Continuations Program.

New titles are added to Ingram's database several months in advance of publication, and the Nonfiction Continuations Program automatically places these titles on selection lists for libraries based on their completed profiles. If a library does not want to see every new edition of a title, they can choose a cycle such as every other year or every third edition. Ingram's experienced specialists track publications, changes, cessations, and postponements and changes are reported to our customers.

Travel Continuations Standing Order Program

Travel guides are frequently updated, and library patrons require the most current information for popular destinations such as Disney, Europe, and the Caribbean. Ingram's Travel Continuations Program takes the guesswork out of the travel publishing cycle. This program provides a flexible method of receiving best-selling travel titles, as well as providing a broad selection of travel guidebooks. The Library can choose to track updated titles on a cycle, i.e. every other update of a title.

Forthcoming Popular Nonfiction (Adult) Standing Order Program

With Ingram's Forthcoming Popular Adult Nonfiction Standing Order Program, it's easy to order top nonfiction titles within each Dewey® Range and have them on the shelves and ready for circulation by publication date. Ingram's MLS-degreed librarians and expert buyers work closely with publishers to anticipate the titles that will resonate with patrons. Each month, they select the best forthcoming nonfiction titles within each Dewey Range plus the top 25 titles overall and automatically include them on a Selection List within ipage several months before they are published.

While the number of titles can vary according to the season, customers will receive a balanced selection geared toward public libraries. Libraries may choose Basic for a smaller selection or Expanded for a larger selection in each Dewey Range.

Nonfiction Series (Youth) Standing Order Program

Libraries having trouble keeping up with the latest in their young patrons' favorite nonfiction book series can let the Nonfiction Series (Youth) Standing Order Program send lists of the forthcoming titles that they have enrolled in. Most titles run three months' pre-publication.

ReviewALERT Title Notification Programs

Hundreds of titles are reviewed in the industry's top journals every month. Scanning the reviews, making selections on paper, and searching for the titles online can be time consuming. Ingram's reviewALERT Program is a convenient and free way to help streamline this selection process.

On the 1st and 15th of each month, Ingram will create lists of the print titles reviewed in the journals selected on each profile. This will allow libraries to easily access the titles on ipage and place their orders.

For our Adult and Youth ReviewALERT and ReviewALERT Reference Programs, the customized alert can include print books with reviews in one or more of the journals that are part of the program. The Library can choose to see starred reviews only, all reviews within the selected journal, or non-starred reviews only. With the Youth ReviewALERT program, the Library can further refine their enrollment by industry standardized age ranges as selected by the journals.

Item #	Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
	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	Hardcover	One Mission: How Leaders Build a Team of Teams	Chris Fussell	9780735211353	\$27.00	25%	\$6.75	\$20.25	each	1.00	\$20.25	\$20.25
2	Hardcover	One Nation Under Gold	Jame Ledbetter	9780871405835	\$28.95	25%	\$7.24	\$21.71	each	1.00	\$21.71	\$21.71
3	Hardcover	Paradise Valley	CJ Box	9781250051042	\$27.99	25%	\$7.00	\$20.99	each	1.00	\$20.99	\$20.99
4	Hardcover	Inconvenient Sequel	Al Gore	9781635651089	\$25.99	25%	\$6.50	\$19.49	each	1.00	\$19.49	\$19.49
5	Hardcover	I Can't Make This Up	Kevin Hart	9781501155567	\$26.99	25%	\$6.75	\$20.24	each	1.00	\$20.24	\$20.24
II.												
6	Paperback	Books for Living	Will Schwalbe	9780804172752	\$16.00	25%	\$4.00	\$12.00	each	1.00	\$12.00	\$12.00
7	Paperback	Citizen Science	Caren Cooper	9781468315998	\$17.95	25%	\$4.49	\$13.46	each	1.00	\$13.46	\$13.46
8	Paperback	Golden Compass, vol. 1	Philip Pullman	9780553523720	\$9.99	25%	\$2.50	\$7.49	each	1.00	\$7.49	\$7.49
8	Paperback	Barron's GRE		9781438009155	\$26.99	25%	\$6.75	\$20.24	each	1.00	\$20.24	\$20.24
10	Paperback	Official Museum Directory 2017		9780972170605	\$0.00	25%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
III.												
11	University Press	Zips on the Pitch	Thomas Bacher	9781937378806	\$19.95	25%	\$4.99	\$14.96	each	1.00	\$14.96	\$14.96
12	University Press	Memphis Tennessee Garrison		9780821413739	\$0.00	25%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
13	University Press	California Dreaming	Paul JP Sandul	9781938228865	\$27.99	25%	\$7.00	\$20.99	each	1.00	\$20.99	\$20.99
14	University Press	Jail House Bound	Mark Allan Jackson	9781933202334	\$12.99	25%	\$3.25	\$9.74	each	1.00	\$9.74	\$9.74
IV.												
15	Reinforced	Voice of Freedom	Carole Weatherford	9780763865319	\$17.99	25%	\$4.50	\$13.49	each	1.00	\$13.49	\$13.49
16	Reinforced	United Nations	Katie Marsico	9781631880322	\$27.07	25%	\$6.77	\$20.30	each	1.00	\$20.30	\$20.30
17	Reinforced	Tree Lady	Joseph Hopkins	9781442414020	\$17.99	25%	\$4.50	\$13.49	each	1.00	\$13.49	\$13.49
18	Reinforced	Family of Readers	Roger Sutton	9780763632809	\$22.00	25%	\$5.50	\$16.50	each	1.00	\$16.50	\$16.50
V.												
19	Library Edition	No Way Out	Dan Poblocki	9781338148596	\$16.99	25%	\$4.25	\$12.74	each	1.00	\$12.74	\$12.74
20	Library Edition	What if You had Animal Eyes?	Sandra Markle	9781338206456	\$19.99	25%	\$5.00	\$14.99	each	1.00	\$14.99	\$14.99
21	Library Edition	Guardians of the Gryphon's Claw	Todd Calgi Gallicano	9781524713669	\$19.99	25%	\$5.00	\$14.99	each	1.00	\$14.99	\$14.99
22	Library Edition	Apples for Little Fox	Ekaterina Trukhan	9780399555833	\$20.99	25%	\$5.25	\$15.74	each	1.00	\$15.74	\$15.74
23	Library Edition	I Survived the American Revolution, 1776	Lauren Tarshis	9780545919746	\$16.99	25%	\$4.25	\$12.74	each	1.00	\$12.74	\$12.74
Total Bid Cost											\$336.59	

List of Discount Percentages:

	Category	DISCOUNT PERCENTAGE	Estimated Annual Volume per Category
I	Hardcover	25%	225
II	Paperback	25%	225
III	University Press	25%	225
IV	Reinforced	25%	225
V	Library Edition	25%	225

Vendors should complete the contract coordinator information below:

VENDOR NAME:

Ingram Library Services LLC

PHONE:

800-937-5300

CONTRACT MANAGER:

Eileen Armour, Sr. Sales Representative
(Please print)

FAX:

615-213-5196

AUTHORIZED REPRESENTATIVE:


(Signature)

EMAIL:

ilsbids@ingramcontent.com

AUTHORIZED REPRESENTATIVE:

Pamela R. Smith, V.P. & General Manager
(Please print)

DATE:

26-Nov-18

INGRAM LIBRARY SERVICES

PUBLIC LIBRARY STANDARD PRICE LIST

Ingram offers various levels of processing and cataloging to suit the needs of public libraries. All MARC records are taken from authoritative, commercially available sources which include the Library of Congress, OCLC, and Ingram's bibliographic database. All processing and cataloging is completed in accordance with each library's detailed specifications.

Cataloging Options

BookMARC®

- Most cost-effective
- Immediate turn time
- Easily downloadable
- Ready for library customization
- Use to jump-start in-house cataloging
- Records vary from "Brief" to "Original"

Customized Cataloging

- MLS-degreed Catalogers
- 100% compliant with your specifications
- "Live Linking" or "Batch Method"
- Arrive completely shelf-ready
- Average turn time is 10-14 business days
- Costs custom quoted per your specifications
- Requires annual business commitment

Custom Curation Services

Ingram's Collection Development team includes dedicated and knowledgeable MLS-degreed librarians and library professionals. They are eager to work with your librarians to create custom selection lists for your projects including:

- Opening Day Collections
- Grant Expenditures
- Special Projects

Processing Prices

	UNIT PRICE
___ Barcode	\$.20
___ Circulation Card	\$.15
___ Date Due Slip	\$.15
___ Edit Sheets	\$.18
___ Label (per application-customer supplied)	\$.20
___ Label Protector	\$.25
___ MARC Record (ipage®/FTP/email)	\$.35
___ Mylar Jacket (attached)	\$.69
___ Mylar Jacket (unattached)	\$.60
___ Pocket (paper)	\$.35
___ Pocket (vinyl)	\$.45
___ Property Stamp (per impression)	\$.20
___ Shelf List Card	\$.25
___ Spine Label	\$.20
___ Spine/Pocket Label	\$.45
___ Spine Tape (Inside)	\$ 1.55
___ Spine Tape (Outside)	\$.85
___ Theft (Inside Book) (3M)	\$.50
___ Theft (Inside Book) (Checkpoint)	\$.50
___ Theft (Spine Insertion) (3M)	\$.55

Audio Visual Processing

___ Digital Processing for Media (up to 6 digital labels)	\$ 2.00
___ Hub Label (per application)	\$.25
___ Shrink Wrap Removal	\$.55
___ DVD Case (Single)	\$ 1.99
___ One Time™ Single DVD Case	\$ 2.59
___ One Time Multi DVD Case	\$ 3.50
___ One Time Single Music CD Case	\$ 3.00
___ One Time Double Music CD Case	\$ 3.50
___ Spoken Audio CD Clam Case (Holds up to 12 CDs)	\$ 3.80
___ Spoken Audio CD Clam Case (Holds up to 20 CDs)	\$ 4.75
___ Spoken Audio CD Clam Case (Holds up to 30 CDs)	\$ 6.00
___ MediaSAFE Audio Case Small (Holds up to 14 CDs)	\$ 4.95
___ MediaSAFE Audio Case Large (Holds up to 26 CDs)	\$ 5.30

UNIT PRICE

Reading Program Labels and Stickers

Accelerated Reader

___ Book information label (small or large)	\$.20
___ Official (Blue) ID sticker	\$.20

Scholastic Reading Counts!

___ Book information label (small or large)	\$.20
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Prebinding Services

___ Prebind	\$ 5.45
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Laminated Paperback Covers

___ 5 mil	\$ 1.99
___ 5 mil, Rounded Corners	\$ 2.19
___ 15 mil	\$ 1.85
___ 15 mil, Rounded Corners	\$ 1.99

RFID Tags

___ Pre-programmed RFID/Barcode Set (1 Barcode)	\$.80
___ Pre-programmed RFID/Barcode Set (2 Barcodes) ..	\$.85
___ RFID ("universal" tag programmed and applied)	\$.99
___ StingRay Full Disc Overlay RFID Tag	\$ 1.29

Need additional components or services?

Please contact our Account Services Department at

(800) 937-5300 Ext. 24820

requirements@ingramcontent.com

One Ingram Blvd. MS 439 • La Vergne, TN 37086-1986

ingramcontent.com • ipage.ingramcontent.com



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Addendum 5 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-19	2018-11-29 13:30:00	CRFQ 0433 LIB1900000002	6

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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, Vice President and General Manager

Signature X

FEIN # 620673043

DATE November 19, 2018

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.05 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

SOLICITATION NUMBER: CRFQ LIB1900000002

Addendum Number: No.05

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

The purpose of this addendum is to:

1. Publish REVISED Specifications and REVISED Exhibit A Pricing Page.
2. Publish vendor questions and agency responses.

Please note that bid opening IS NOW: 11/29/2018 at 1:30 PM.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

SPECIFICATIONS

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

This will be a single vendor contract and its intended use will be for the West Virginia Library Commission Reference Library collection.

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 "Retail Catalog Price" means the lowest price advertised Print Cost listed by the Publisher 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 Retail Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Retail Price is the Retail Catalog Price reduced by the Discount Percentage.
- 2.5 "Discounted Retail Catalogue 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, and other print materials (collectively "Print Library Materials"). Eligible Items are items from within the Categories as defined within the Solicitation and Exhibit "A" Pricing Page.

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

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

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- 3.1.1 Eligible Items must be in compliance with current copyright and intellectual property laws.
- 3.1.1.1 Vendor shall be able to provide Adult Fiction and Nonfiction print titles.
- 3.1.1.2 Vendor shall be able to provide Teen Fiction and Nonfiction print titles.
- 3.1.1.3 Vendor shall be able to provide Juvenile Fiction and Nonfiction print titles.

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

- 3.1.1.4 The vendor shall operate a website that provides the Library Commission with bibliographic information and stock information as well as the ability to create individual shopping carts that can be managed by a central administrative account.
- 3.1.1.5 The vendor shall provide suggested selection lists for adult fiction, adult nonfiction, teen and juvenile, from which Library Commission staff may select titles. These selection lists shall be created by vendor's staff, rather than by the vendor's other customers.
- 3.1.1.6 Vendor shall offer the ability to place standing orders via its website or some similar means. The Library Commission shall be able to place standing orders for new titles, cancel standing order titles, and claim volumes in standing orders that were not received.
- 3.1.1.7 Vendor should provide optional processing services e.g. plastic jacket applied per item, plastic jacket loose per item, spine label applied per item, plastic jacket/spine label applied per item, upon Library Commission requests.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1 **Contract Award:** This Contract is intended to provide the Agency with a **Single 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 Amount for the Eligible Items listed on the Pricing Pages.

Vendors bid will be evaluated on the Total Bid Amount, however, the State shall pay either the **Discounted Retail Catalogue Price** or the **Vendor's Publish Sale Price**, whichever is the lesser of the two at the time of purchase.

- 4.2 **Discount Percentage:** Vendor shall quote a **Single Retail 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 State shall pay either the **Discounted Retail Catalogue Price** or the **Vendor's Publish Sale Price**, whichever is the lesser of the two at the time of purchase.

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

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

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 **Single Retail Discounted Unit Price** or the **Vendor's Publish Sale Price**, whichever is the lesser of the two at the time of purchase, for items purchased under this Contract.

- 4.3 Pricing Pages:** Pricing Pages were created in MS Excel. Vendor should complete the Pricing Pages by filling in "Discount Percentage" per category at bottom of Pricing Page. The submitted Discount Percentage will automatically populate into the appropriate fields within the Pricing Page. Vendor will then provide Retail Catalogue Price for each item on the Pricing Page. Pricing Page will then auto populate vendors Exhibit A Pricing Page by taking Retail Catalogue Price (-) Discount Percentage (x) Estimated Qty (=) Item Extended Cost. The Vendor should also include the sum of the Item Extended Cost column as the Total Bid Amount. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

It is intended that vendor bid a Single Retail Discount Percentage per category. The discount percentage bid in Discount Percentage column should match the Discount Percentage bid for the List of Discount Percentages.

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 online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

If vendor completes Exhibit A Pricing Page electronically, vendor should list their catalogue price and their single discount percentage under "List of Discount Percentages" column.

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.

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

5. ORDERING AND PAYMENT:

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

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

- 5.2 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.

6. DELIVERY AND RETURN:

- 6.1 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.
- 6.2 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.

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.3 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.
- 6.4 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.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Print Library Materials

Revised: 11/19/2018

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 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.

8.2 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.

8.3 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.

8.4 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: Eileen Armour, Sr. Sales Representative

Telephone Number: 615-593-4056

Fax Number: 615-213-5196

Email Address: eileen.armour@ingramcontent.com

Item #	Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
	Product Category	Title	Author	ISBN	Retail Catalogue Price	Discount Percentage	Discount Amount	Discounted Retail Catalogue Price	Unit (For Calculation Purposes)	Estimated Qty	Discounted Retail Catalogue Price	Item Extended Cost
I												
1	Hardcover	One Mission: How Leaders Build a Team of Teams	Chris Fussell	9780735211353	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
2	Hardcover	One Nation Under Gold	Jame Ledbetter	9780871408835	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
3	Hardcover	Paradise Valley	CJ Box	9781250051042	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
4	Hardcover	Inconvenient Sequel	Al Gore	9781835651089	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
5	Hardcover	I Can't Make This Up	Kevin Hart	9781501155567	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
II												
6	Paperback	Books for Living	Will Schwalbe	9783804172752	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
7	Paperback	Citizen Science	Caren Cooper	9781468315998	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
8	Paperback	Golden Compass, vol. 1	Philip Pullman	9780553523720	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
8	Paperback	Barron's GRE		9781438009155	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
10	Paperback	Official Museum Directory 2017		9780872170605	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
III												
11	University Press	Zips on the Pitch	Thomas Bacher	9781937378805	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
12	University Press	Memphis Tennessee Garrison		9780821413739	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
13	University Press	California Dreaming	Paul JP Sandul	9781938228855	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
14	University Press	Jail House Bound	Mark Allen Jackson	9781933202334	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
IV												
15	Reinforced	Voice of Freedom	Carole Weatherford	9780763665319	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
16	Reinforced	United Nations	Katie Marsico	9781631880322	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
17	Reinforced	Tree Lady	Joseph Hopkins	9781442414020	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
18	Reinforced	Family of Readers	Roger Sutton	9780763632809	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
V												
19	Library Edition	No Way Out	Dani Poblocki	9781338148586	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
20	Library Edition	What if You had Animal Eyes?	Sandra Markle	9781338206456	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
21	Library Edition	Guardians of the Gryphon's Claw	Todd Calgi Gallicano	9781524713669	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
22	Library Edition	Apples for Little Fox	Ekaterina Trukhan	9780399555833	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
23	Library Edition	I Survived the American Revolution, 1776	Lauren Tarshis	9780545919746	\$0.00	0%	\$0.00	\$0.00	each	1.00	\$0.00	\$0.00
Total Bid Amount											\$0.00	

List of Discount Percentages:

	Category	DISCOUNT PERCENTAGE	Estimated Annual Volume per Category
I	Hardcover	0% 25.0%	225
II	Paperback	0% 25.0%	225
III	University Press	0% 25.0%	225
IV	Reinforced	0% 25.0%	225
V	Library Edition	0% 25.0%	225

This form would not allow vendors to change the discount percentage from 0%. We have added our proposed discounts as a text box, and have also completed the original Excel Pricing Sheet and included with our response.

Vendors should complete the contract coordinator information below:

VENDOR NAME: Ingram Library Services LLC

PHONE: 800-937-5300

CONTRACT MANAGER: Daneen Schneider

FAX: 615-213-5196

(Please print)

AUTHORIZED REPRESENTATIVE: 

EMAIL: iilsbids@ingramcontent.com

(Signature)

AUTHORIZED REPRESENTATIVE: Pamela R. Smith, V.P. & G.M.

DATE: November 26, 2018

(Please print)

**Print Library Materials
CRFQ LIB1900000002
Vendor Questions and Agency Answers**

Q1.) Does the Library Commission anticipate making award to one primary vendor, or multiple vendors?

A1.) Per the "Purpose and Scope," of the advertised Solicitation this will be a single vendor contract.

Q2.) Can you provide an estimated annual value?

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

Section 4.3 and Pricing Page, List of Discount Percentages:

Q3.) We understand that the vendors should list a single discount percentage per category. However, not all materials available through our online catalog fit within these categories for purpose of discounting. Can vendor include additional discount categories not included on the form, such as non-trade/short discount and net (no discount) titles?

A3.) No. The vendor should provide discounts for each 'product category' provided on the Exhibit "A" Pricing Page.

Section 5.1 Submission:

We do not have a static, limited catalog; rather, we have an online catalog/ordering tool with millions of titles.

Q4.) Would providing trial access to our online catalog meet the requirement of submitting our catalog for evaluation purposes? Titles could easily be reviewed by entering the EAN number in the search field.

A4.) No. For evaluation purposes, the vendor must provide their Pricing Pages with their bid at the time of submission indicating the retail catalogue price and discount percentage for each line item. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Q5.) Any Agency that establishes an account will have access to view and order titles through our online ordering tool. Is this an acceptable alternative to sending an electronic copy of a catalog, or entering our Catalog into wvOASIS?

A5.) Please see REVISED specifications. Vendor should refer to item 5.1 of the REVISED specifications as attached to this Addendum. Vendor is not required to submit a hard copy catalogue.

Section 5.2 Contract Modification

Section 6.1 Ordering

Section 9.1 No Substitutions

These sections seem to imply that only a fixed catalog of a set list of titles and prices would be accepted, and that changes can only be made annually.

Q6.) Please clarify whether the Purchasing Division is seeking to have vendor provide only a closed list of titles, or should Agencies have access to order any title available through our online catalog?

A6.) This will be an open-ended contract that is intended to capture a single retail discount percentage per each category as defined within the Specifications and listed within the Exhibit "A" Pricing page. Because of the nature of the publishing industry, a closed-list would not allow us access to new titles as they are published throughout the year.

Q7.) List price and continued availability is controlled by the publisher of the title, and is subject to change without notice. Our database of over 15 million titles is updated nightly, and title detail information includes current list price and real-time stock status. Is this acceptable to the Library Commission?

A7.) Yes. Vendor should refer to item 4.1 of the REVISED specifications.

Section 6.2 Invoicing and Payment:

Q8.) Please provide details on the West Virginia Purchasing Card.

A8.) Purchasing Card is a credit card payment tool. Reference Item 15 Payment Methods within the Terms and Conditions.

Q9.) Does an Agency determine whether to pay via Purchasing Card on an invoice by invoice basis, or are accounts profiled so that all purchases made will be paid via Purchasing Card?

A9.) WVLC prefers P-Card.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Ingram Library Services LLC

Company



Authorized Signature

Pamela R. Smith, V.P. & General Manager

November 19, 2018

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 30 – Printing

Proc Folder: 493467

Doc Description: Addendum 5 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-19	2018-11-29 13:30:00	CRFQ 0433 LIB1900000002	6

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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, V.P. & General Manager

Signature X

FEIN # 620673043

DATE November 19, 2018

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.05 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

LIB190000002	Document Phase Final	Document Description Addendum 5 - Open-End Contract for Print Library Materials	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Addendum 4 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-16	2018-11-29 13:30:00	CRFQ 0433 LIB1900000002	5

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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, V.P. & General Manager

Signature X

FEIN # 620673043

DATE November 19, 2018

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

ADDITIONAL INFORMATION

Addendum

Addendum No.04 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

SOLICITATION NUMBER: CRFQ LIB1900000002

Addendum Number: No.04

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is move the bid opening date.

Bid opening WAS: 11/20/2018 at 1:30 PM
Bid opening IS NOW: 11/29/2018 at 1:30 PM

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Ingram Library Services LLC

Company



Authorized Signature

Pamela R. Smith, Vice President and General Manager

November 19, 2018

Date

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

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Addendum 3 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-30	2018-11-20 13:30:00	CRFQ 0433 LIB1900000002	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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, V.P. & General Manager

Signature X 

FEIN # 620673043

DATE 11/15/2018

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

ADDITIONAL INFORMATION

Addendum

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

SOLICITATION NUMBER: CRFQ LIB1900000002

Addendum Number: No.03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is move the bid opening date.

Bid opening WAS: 11/01/2018 at 1:30 PM

Bid opening IS NOW: 11/20/2018 at 1:30 PM

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Ingram Library Services LLC

Company



Authorized Signature

Pamela R. Smith, Vice President and General Manager

November 15, 2018

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Addendum 2 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-19	2018-11-01 13:30:00	CRFQ 0433 LIB1900000002	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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, V.P. & General Manager

Signature X

FEIN # 62-0673043

DATE 11/15/2018

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

SOLICITATION NUMBER: CRFQ LIB1900000002

Addendum Number: No.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:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is move the bid opening date.

Bid opening WAS: 10/25/2018 at 1:30 PM

Bid opening IS NOW: 11/01/2018 at 1:30 PM

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Ingram Library Services LLC

Company



Authorized Signature

Pamela R. Smith, Vice President & General Manager

November 15, 2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Addendum 1 - Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-16	2018-10-25 13:30:00	CRFQ 0433 LIB1900000002	2

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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, V.P. & General Manager

Signature X

FEIN # 62-0673043

DATE 11/15/2018

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

SOLICITATION NUMBER: CRFQ LIB190000002

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is move the bid opening date.

Bid opening WAS: 10/18/2018 at 1:30 PM

Bid opening IS NOW: 10/25/2018 at 1:30 PM

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Ingram Library Services LLC

Company



Authorized Signature

Pamela R. Smith, Vice President & General Manager

October 22, 2018

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 493467

Doc Description: Open-End Contract for Print Library Materials

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2018-09-27	2018-10-18 13:30:00	CRFQ 0433 LIB1900000002	1

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:

Ingram Library Services LLC
 One Ingram Blvd.
 La Vergne, TN 37086
 800-937-5300

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Pamela R. Smith, Vice President and General Manager

Signature X

FEIN # 620673043

DATE November 15, 2018

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

ADDITIONAL INFORMATION:**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish an Open-End contract for books and print materials (collectively "Print Library Materials"), per the bid requirements, specifications, terms and conditions attached to this solicitation.

The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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

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

Comm Code	Manufacturer	Specification	Model #
14111536			

Extended Description :

Please see the Exhibit A Pricing Page.

If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

LIB190000002	Document Phase Draft	Document Description Open-End Contract for Print Library Materials	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: October 10, 2018 at 10:00 AM

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

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

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

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

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

SEALED BID: Open-End Contract for Print Library Materials
 BUYER: Brittany Ingraham
 SOLICITATION NO.: CRFQ LIB1900000002
 BID OPENING DATE: October 18, 2018
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-558-3970

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

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: October 18, 2018 at 1:30 PM

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

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

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

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

NA _____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

Revised 06/08/2018

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Eileen Armour, Sr. Sales Representative
(Name, Title)
Eileen Armour, Sr. Sales Representative
(Printed Name and Title)
One Ingram Blvd., La Vergne, TN 37086
(Address)
615-593-4056
(Phone Number) / (Fax Number)
eileen.armour@ingramcontent.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.

Ingram Library Services LLC
(Company)

 V.P. and General Manager
(Authorized Signature) (Representative Name, Title)

Pamela R. Smith, Vice President and General Manager
(Printed Name and Title of Authorized Representative)

November 15, 2018
(Date)

800-937-5300 / 615-213-5196
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Print Library Materials

SPECIFICATIONS

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

This will be a single vendor contract and its intended use will be for the West Virginia Library Commission Reference Library collection and Special Services Collection.

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.

REQUEST FOR QUOTATION
Print Library Materials

- 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 100 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.
- 3.1.1.1 Vendor shall be able to provide Adult Fiction and Nonfiction print titles.
- 3.1.1.2 Vendor shall be able to provide Teen Fiction and Nonfiction print titles.
- 3.1.1.3 Vendor shall be able to provide Juvenile Fiction and Nonfiction print titles.
- 3.1.1.4 The vendor shall operate a website that provides the Library Commission with bibliographic information and stock information as well as the ability to create individual shopping carts that can be managed by a central administrative account.

REQUEST FOR QUOTATION
Print Library Materials

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

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

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

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 **Contract Award:** This Contract is intended to provide the Agency with a **single discounted price** on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages.

4.2 **Discount Percentage:** Vendor shall quote a **single discount percentage** that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

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

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

4.3 **Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices,

REQUEST FOR QUOTATION
Print Library Materials

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.

It is intended that vendor bid a single discount percentage per category. The discount percentage bid in Discount Percentage column should match the Discount Percentage bid for the List of Discount Percentages.

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 online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

If vendor completes Exhibit A Pricing Page electronically, vendor should list their catalogue price and their single discount percentage under "List of Discount Percentages" column.

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

5. Catalog:

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

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

REQUEST FOR QUOTATION
Print Library Materials

Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

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

6. ORDERING AND PAYMENT:

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

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

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

REQUEST FOR QUOTATION
Print Library Materials

7. DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver standard orders within 14 working days after orders are received. Vendor shall deliver emergency orders within 7 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at West Virginia Library Commission, ATTN: State Library Services Division, 1900 Kanawha Blvd. E, Culture Center, Charleston, WV 25305.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.3 Return of Unacceptable Items: Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.4 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.

REQUEST FOR QUOTATION
Print Library Materials

8. VENDOR DEFAULT:

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

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

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

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION
Print Library Materials

- 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: Eileen Armour

Telephone Number: 615-593-4056

Fax Number: 615-213-5196

Email Address: eileen.armour@ingramcontent.com

Item #	Pricing Page Eligible Item Description				Discounted Unit Price Calculation				Bid Total Calculation			
	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	Hardcover	One Mission: How Leaders Build a Team of Teams	Chris Fussell	9780735211353					each	1.00		
2	Hardcover	One Nation Under Gold	Jarne Ledbetter	9780871406835					each	1.00		
3	Hardcover	Paradise Valley	CJ Box	9781250051042					each	1.00		
4	Hardcover	Inconvenient Sequel	Al Gore	9781835651089					each	1.00		
5	Hardcover	I Can't Make This Up	Kevin Hart	9781501155567					each	1.00		
II.												
6	Paperback	Books for Living	Will Schwalbe	9780804172752					each	1.00		
7	Paperback	Citizen Science	Caren Cooper	9781468315898					each	1.00		
8	Paperback	Golden Compass, vol. 1	Philip Pullman	9780553523720					each	1.00		
8	Paperback	Barron's GRE		9781438009155					each	1.00		
10	Paperback	Official Museum Directory 2017		9780872170805					each	1.00		
III.												
11	University Press	Zips on the Pitch	Thomas Bacher	9781937378806					each	1.00		
12	University Press	Memphis Tennessee Garrison		9780821413739					each	1.00		
13	University Press	California Dreaming	Paul JP Sandul	9781938228865					each	1.00		
14	University Press	Jail House Bound	Mark Allan Jackson	9781933202334					each	1.00		
IV.												
15	Reinforced	Voice of Freedom	Carole Weatherford	9780763665319					each	1.00		
16	Reinforced	United Nations	Katie Marsico	9781631880322					each	1.00		
17	Reinforced	Tree Lady	Joseph Hopkins	9781442414020					each	1.00		
18	Reinforced	Family of Readers	Roger Sutton	9780763632809					each	1.00		
V.												
19	Library Edition	No Way Out	Dan Poblocki	9781338148596					each	1.00		
20	Library Edition	What if You had Animal Eyes?	Sandra Markle	9781338206456					each	1.00		
21	Library Edition	Guardians of the Gryphon's Claw	Todd Calgi Gallicano	9781524713669					each	1.00		
22	Library Edition	Apples for Little Fox	Ekaterina Trukhan	9780399555633					each	1.00		
23	Library Edition	I Survived the American Revolution, 1773	Lauren Tarshis	9780545919746					each	1.00		
Total Bid Cost												

Please see completed Excel Pricing Sheet

List of Discount Percentages:			
	Category	DISCOUNT PERCENTAGE	Estimated Annual Volume per Category
I	Hardcover		225
II	Paperback		225
III	University Press		225
IV	Reinforced		225
V	Library Edition		225

Vendors should complete the contract coordinator information below:

VENDOR NAME:	_____	PHONE:	_____
CONTRACT MANAGER:	_____	FAX:	_____
	(Please print)		
AUTHORIZED REPRESENTATIVE:	_____	EMAIL:	_____
	(Signature)		
AUTHORIZED REPRESENTATIVE:	_____	DATE:	_____
	(Please print)		

PLEASE SEE COMPLETED EXCEL PRICING SHEET

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Ingram Library Services Address: One Ingram Blvd.

La Vergne, TN 37086

Name of Authorized Agent: Pamela R. Smith, V.P. & G.M. Address: same

Contract Number: CRFQ 0433 LIB1900000002 Contract Description: Print Library Materials

Governmental agency awarding contract: West VA Library Commission

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.

Ingram Library Services LLC is owned 100% by Ingram Industries Inc., a Tennessee Corporation.

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: *Pamela R. Smith*

Date Signed: November 15, 2018

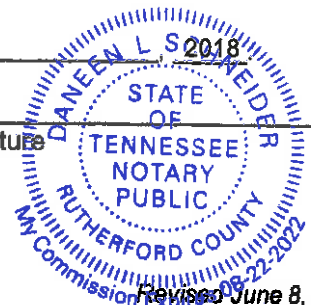
Notary Verification

State of Tennessee, County of Rutherford:

I, Pamela R. Smith, 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 15 day of November

Danene L. Schneider
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Ingram Library Services LLC

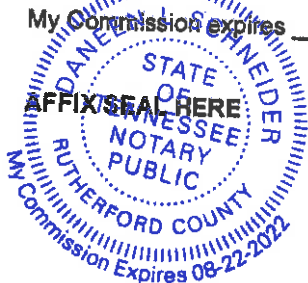
Authorized Signature: *Denise R. Smith* Date: November 15, 2018

State of Tennessee

County of Rutherford, to-wit:

Taken, subscribed, and sworn to before me this 15 day of November, 2018.

My Commission expires August 22, 2022.



NOTARY PUBLIC *Denise R. Smith*