



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU4070

This contract entered into this 29th day of January 2014, by Yankee Book Peddler Inc. dba YBP Library Services hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From January 29, 2014 through January 28, 2017 with two (2) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal AME-743 dated August 29, 2013:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated September 16, 2013 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated January 31, 2014.

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

CONTRACTOR:
By: [Signature]
(Signature)
MARK F. KENDALL
(Printed Name)

PURCHASING AGENCY:
By: [Signature]
(Signature)
heeAnne Beatty Smith
(Printed Name)

Title: SENIOR VICE PRESIDENT

Title: Buyer Senior

RFP # AME-743, Monographic Services
Negotiation Summary for YBP Library Services (Contractor)
1/31/14

1. Contractor shall extend the following pricing and discounts to VASCUPP schools and to any other Virginia higher education institutions that access this contract cooperatively for similar services.
 - a. For the first year of the contract, the discount schedule shall be based on the previous 12 month's combined spend by current VASCUPP members and shall fall within the *Expenditures of \$5,000,000+* range. For each subsequent year of the contract, annual expenditures of VASCUPP schools along with any other Virginia higher education Institution accessing this contract cooperatively for the previous year, shall be combined to determine the appropriate discount schedule for the next contract year. Prior to the beginning of each contract year, Contractor shall provide a report to James Madison University Procurement that details the relevant previous year's combined spend and indicates the discount schedule that shall be applied for the upcoming contract year.

Expenditures up to \$ 1,999,999	Discount off List Price
Approval Plan US and UK (print)	17% US/ 7% UK plus freight
Firm Orders US and UK (print)	17% US/ 7% UK plus freight
Standing Orders (print)	8% US/ 5% UK plus freight
E-books on other platforms	0% (1% credit incentive*)

Expenditures of \$ 2,000,000-\$3,999,999	Discount off List Price
Approval Plan US and UK (print)	18% US/ 8% UK plus freight
Firm Orders US and UK (print)	18% US/ 8% UK plus freight
Standing Orders (print)	9% US/ 6% UK plus freight
E-books on other platforms	0% (1.5% credit incentive*)

Expenditures of \$4,000,000-\$4,999,999	Discount off List Price
Approval Plan US and UK (print)	19% US/ 9% UK plus freight
Firm Orders US and UK (print)	19% US/ 9% UK plus freight
Standing Orders (print)	10% US/ 7% UK plus freight
E-books on other platforms	0% (2% credit incentive*)

Expenditures of \$5,000,000-\$6,999,999	Discount off List Price
Approval Plan US and UK (print)	20% US/ 11% UK plus freight
Firm Orders US and UK (print)	20% US/ 11% UK plus freight
Standing Orders (print)	11% US/ 9% UK plus freight
E-books on other platforms	0% (2.5% credit incentive*)

Expenditures of \$7,000,000+	Discount off List Price
Approval Plan US and UK (print)	20.5% US/ 11.5% UK plus freight
Firm Orders US and UK (print)	20.5% US/ 11.5% UK plus freight
Standing Orders (print)	11.5% US/ 9.5% UK plus freight
E-books on other platforms	0% (3% credit incentive*)

*Contractor's ebook credit incentive shall provide universities that purchase ebooks from YBP in a given contract year with a credit (based on percentages outlined above) that shall be

applied to any subsequent purchases the following contract year. Only those universities that purchase \$50,000 worth of ebooks in a given contract year will be eligible for the credit incentive and the credit will be provided at the beginning of each year of the contract.

- b. Contractor shall provide the following OCLC/WorldCat Cataloging Partners processing and shelf ready services for \$2.15 per item delivered to each institution at the University's request:
 - i. Supply and affix tattletape (Contractor supplies tattletape)
 - ii. Apply one (1) library property stamp on each book in a location(s) to be specified by individual Universities. (University supplies stamp)
 - iii. Adhere and scan barcode to each book in a location to be specified by the individual University. (University supplies barcode)
 - iv. Create and apply one (1) permanent and secure spine label with LC classification and location codes to each book using specifications provided by the individual Universities
 - v. OCLC WCP manifest fee
 - vi. Additional processing elements or cataloging services shall receive a 25% discount per item, excluding binding
- c. YBP Technical Services Price List (July 2013-July 2014) shall be included within this contract
- d. Contractor shall provide free weekly RUSH2 ground delivery shipping for Universities with >\$30,000 of expenditures during the previous 12-month period preceding the contract year. Universities with <\$30,000 of expenditures within the previous 12-month period preceding the contract year shall be eligible for free bi-weekly shipping or they can elect to receive weekly shipping for a fee of 5% of the book invoice (excluding cataloging fees, processing fees, and electronic content).
- e. Universities that request RUSH2 next day or second-day delivery will be responsible for paying shipping and shall be invoiced by the Contractor at cost.
- f. A Transportation Surcharge of .25% (one-quarter of one percent) of the book invoice (excluding cataloging fees, processing fees, and electronic content) shall be added to invoices by the Contractor. The maximum transportation surcharge shall be \$25.00 per invoice. In the event that shipping carriers cease charging Contractor a fuel surcharge, Contractor shall cease assessing this fuel surcharge to Universities within 30 days of the removal of this charge by the carrier.
- g. GOBI core services shall be provided at no cost to all Universities accessing this contract throughout its term. All other annual subscription fees for GOBI (with the exception of Reviews) shall be waived for VASCUPP member Universities for the initial three (3) years of the contract and shall be renegotiated at contract renewal.
- h. Contractor shall waive eBook DDA annual fees for all Universities accessing this contract throughout its term.

- i. Contractor shall provide all reporting at no cost to Universities at their request.
- j. Contractor shall provide all training, customer support, and documentation for user support and system administration at no cost to the University for the duration of the contract.
- k. Contractor shall accept the return of defective, damaged, or incorrect items at no additional cost to the University. Universities should provide notification to Contractor prior to the return but will not be required to receive prior approval.

2. Contractor's enhancement list and project timeline for the GOBI system:

Fiscal Year 2014

- Launched enhanced consortial tools (November, 2013) including improvements to GobiTween, the reporting tool to help consortia in cooperative collection development
- Expansion of faceted searching functionality to other searching in GOBI
- Increase GOBI's compatibility with mobile and tablet devices
- Enhance and refine GOBI reporting tools
- Expansion of rush order service to non-U.S. customers
- Improved key word searchable help and online tutorials throughout GOBI
- Print on Demand Service via Bookmasters

- 3. Contractor shall specify titles on GOBI that are nonreturnable.
- 4. All shipments shall be FOB destination.
- 5. Universities shall have the option of cancelling individual titles at any time by email, phone, online, facsimile, and mail, with the exception of titles that have been packed/shipped, received physical processing, and/or listed as non-returnable on GOBI.
- 6. Contractor shall not make shipment of cancelled items except on the basis of a new or reconfirmed order. Shipment of a cancelled item shall be considered an incorrect item and Contractor shall accept the return at no additional cost to the University.
- 7. Contractor shall confirm all cancellations within the bi-weekly status report.
- 8. Universities shall have the option of establishing a fixed cancellation period where outstanding orders shall be cancelled automatically at the end of this period if unfulfilled and a weekly status report provided to the University that shall notify the University of automatic cancellations and detail any money available for reallocation by the University.
- 9. Contractor shall provide invoicing that clearly reflects items ordered, list price, and the discounts applied.
- 10. Payment Terms – As an agency of the Commonwealth of Virginia, James Madison University will make payment in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment after the *receipt* of a valid invoice.

YBP Technical Services Price List

July 2013-June 2014
(rev 9 May 2013)

Order Support

GobiExport Records

MARC-formatted files of titles exported from GOBI³. Libraries load GobiExport records to local systems to support the creation of orders without the need to key the data. GobiExport records are brief records derived from the GOBI database. GobiExport Plus records are the best available OCLC records at the time of export.

GobiExport Service	\$1,000 annual subscription
GobiExport Plus Service	\$2,000 annual subscription

Electronic Orders

YBP accepts electronic orders through GOBI³ and in a variety of external formats including EDIFACT, X12, email and formatted text.

Electronic Orders	No charge
-------------------	-----------

Electronic Order Confirmation Records (EOCRs)

MARC-formatted files of titles ordered on GOBI³. EOCRs load to local systems to provide a record of items on order without requiring local keying of data. EOCRs are brief records derived from the GOBI³ database. EOCR Plus records are the best available OCLC records at the time of order.

EOCR Service	\$1,000 annual subscription
EOCR Plus Service	\$2,000 annual subscription

Electronic Status Reports/Order Responses

YBP supplies electronic status reports/order responses in a variety of formats including EDIFACT, delimited, XML and HTML.

Electronic Status Reports/Order Responses	No charge
---	-----------

YBP Technical Services Price List

July 2013-June 2014

YBP Metadata Services

YBP Metadata Services for Print Content

For printed materials ordered on YBP-US or YBP-UK subaccounts, and based on a service package assembled to best meets local needs. Choice points are (1) whether to contract for CIP upgrades and (2) how to handle material for which no LC copy is available (no-hits).

Options for no-hits:

- (i) send no records
- (ii) supply Provisional records—brief bibliographic records that serve as carriers for local data and/or as placeholders in local catalogs
- (iii) supply Provisional+ records, which include full LC classification and at least one LC subject heading when applicable. Provisional+ records support 100% spine label generation.
- (iv) supply Full records, which include full LC classification, all subject headings, added entries, and notes. Full records support 100% spine label generation

Pricing is cumulative based on selected options and billed per invoice line, **with the cost applying to all items** in the subaccount, regardless of type of record supplied for the individual title:

	YBP-US	YBP-UK
LC-distributed full/core/CIP record as available, else no record	\$1.10	£0.80
CIP upgrades	Add \$0.55	Add £0.40
No-hits: Provisional records	Add \$0.30	Add £0.25
-- or --		
No-hits: Provisional+ records	Add \$2.20	Add £1.55
-- or --		
No-hits: Full records*	Add minimum of \$4.35*	Add minimum of £2.95*

* YBP reserves the right to charge a higher fee for more complex customization.

YBP Metadata Services for eBooks

Provides support for:

- eBooks ordered & invoiced as individual titles on a designated ebook subaccount
- eBooks ordered & invoiced as an ebook collection

YBP eBook records conform to PCC standards, contain site-specific URLs, and can be customized to meet various bibliographic and local data requirements.

YBP only delivers ebooks on US subaccounts.

YBP eBook records	\$2.20 per invoice line
-------------------	-------------------------

YBP Technical Services Price List

July 2013-June 2014

YBP Metadata Services for Medical Content

Delivers appropriate medical records for print or ebooks to customers. Choices are similar to the YBP Metadata choices outlined above. Enhanced LC/NLM and Provisional+ records contain full LC and NLM classification as well as appropriate LC and MeSH subject headings. Pricing is cumulative based on selected options, **with the cost applying to all items** in the subaccount, regardless of type of record supplied for the individual title:

	YBP-US	YBP-UK
Print: Enhanced LC/NLM records, else no record	\$3.30	£2.50
Print: Provisional records for no-hits	Add \$0.30	Add £0.25
-- or --		
Print: Provisional+ records for no-hits	Add \$3.30	Add £2.50
Medical eBook records	\$6.60	n/a

OCLC-Compatible Metadata

This service delivers OCLC metadata copy directly to customers from YBP. Options are similar to the YBP Metadata choices outlined above. Pricing is similar, but also includes an annual subscription, paid to OCLC, but shared with YBP.

YBP-OCLC Plus Subscription*	Quote available upon request
* Plus option may not be available for ebooks by July 1, 2013	

Other Additions to YBP Metadata Services

Fee is added to the per-line price for the applicable YBP metadata service.

	YBP-US	YBP-UK
Dewey Cuttering or Book/Author numbering: standard	\$0.35	£0.30
Dewey Cuttering or Book/Author numbering: customized	Quote upon request	Quote upon request
Alternate Canadian LC Classification	Quote upon request	Quote upon request

Custom Classification for Standing Orders

For application of customized classification and piece numbers in cases where libraries class a standing order title together and vary from LC standard practice. These titles must be isolated on a separate subaccount from other standing orders.

	YBP-US	YBP-UK
Custom Classification for Standing Orders	\$0.85	£0.60

YBP Technical Services Price List

July 2013-June 2014

Programming Service Fees

A one-time set-up fee applies to new YBP Metadata Service customers or complete revisions to existing services.

YBP Programming Fee	\$500.00 minimum, depending on complexity of service requirements
---------------------	---

Demand-Driven Acquisitions Records (DDA)

YBP can supply MARC records at point of discovery for DDA customers to load to their local systems. Enrichment data can be included in the discovery records if requested. YBP can also supply MARC records with acquisitions data, as well as electronic invoicing for DDA titles at point of purchase.

DDA Discovery Records	Included in DDA Subscription Fee
Enrichment data in DDA Discovery Records	\$1,000 annual subscription
DDA Point-of-Purchase Records	\$2.20 per invoice line
DDA Plus Record Subscription	Quote available upon request
* Plus option may not be available for DDA by July 1, 2013	

GobiShip Records

GobiShip records are brief MARC records conveying limited acquisitions, invoicing and pricing data.

GobiShip Records	\$750 annual subscription
------------------	---------------------------

YBP MARC Enrichment

YBP's MARC Enrichment data (tables of contents, summaries and author biographical/affiliation information) can be provided in YBP Metadata records at point of shipment. Libraries desiring enrichment of other MARC records must use YBP's batch enrichment service.

	YBP-US	YBP-UK
Enrichment in YBP Metadata Records	\$0.90 per invoice line	£0.50 per invoice line
Batch Enrichment	\$1.05 per enriched record	£0.60 per enriched record
Consortial Enrichment or Special Projects	Quote available upon request	Quote available upon request

YBP Technical Services Price List

July 2013-June 2014

Additional MARC Record Services

OCLC WorldCat Cataloging Partners (formerly PromptCat)

YBP levies a pass-through charge for OCLC WorldCat Cataloging Partners service support. YBP bills this service fee semiannually unless incorporated into service charges for physical processing.

	YBP-US	YBP-UK
WorldCat Cataloging Partners Service Fee	\$0.25 per invoice line submitted to OCLC	£0.20 per invoice line submitted to OCLC

SkyRiver

YBP levies a pass-through charge for SkyRiver service support. YBP bills this service fee semiannually unless incorporated into service charges for physical processing.

	YBP-US	YBP-UK
SkyRiver Service Fee	\$0.25 per invoice line submitted to SkyRiver	£0.20 per invoice line submitted to SkyRiver

Library Holdings Service

YBP can load files of ISBNs, including previously purged YBP purchase history, for duplication control of subsequent orders and approval shipments and to make GOBI show that a title is already owned.

Library Holdings Service	Quote available upon request
--------------------------	------------------------------

Electronic Invoicing

YBP fully supports the output of invoice data in MARC records. Electronic invoices are also available for monographs and serials in a number of standard formats, such as EDIFACT and X12. The proprietary Innovative format for serials is also supported.

Electronic Invoicing	No charge
----------------------	-----------

YBP Technical Services Price List

July 2013-June 2014

Book Processing

Basic Physical Processing

A minimum physical processing charge is assessed for **every** volume shipped on treated subaccounts and covers up to four of the following book processing actions.

- Supply security device (strip, target or RFID)
- Affix security device
- One or two impressions of a library ownership stamp
- Apply library-supplied barcode
- Scan barcode
- Program RFID tag
- Supply & affix generic date due slip
- Supply & affix generic book pocket

	YBP-US	YBP-UK
Minimum physical processing charge/no RFID (4 actions)	\$1.40 per volume	£1.20 per volume
Minimum physical processing charge/with RFID (4 actions)	\$1.85 per volume	£1.60 per volume
Additional processing actions	Add \$0.35 each	Add £0.30 each
Supply & application of spine label protectors as barcode protectors	Add \$0.15	Add £0.10

Metadata-Related Printed Products

Charges apply to **every** volume shipped on treated subaccounts.

	YBP-US	YBP-UK
Generate spine label	\$0.40	£0.20
Apply adhesive spine label & protector, or Apply thermal transfer label & no protector	\$0.45	£0.25
Generate & apply book or card label	\$0.40	£0.20
Generate labels without records	Spine label fee + \$0.85 record search/retrieval fee + \$200.00 one-time set-up fee	n/a

YBP Technical Services Price List

July 2013-June 2014

Strengthening, Jacketing & Binding Treatments

Charges apply only to items receiving treatment

Paperback Strengthening

	YBP-US	YBP-UK
EasyCover®	\$2.55	£2.00
Easy Bind hinge reinforcement	Add \$1.15	Add £0.85

Hardcovers with Dust Jackets

	YBP-US	YBP-UK
Polyester jacket covers	\$1.40	£1.10

Paperback Binding Services

Charges apply only to items receiving treatment. Prices subject to change with 30 days notice—YBP does not absorb increases in our bindery service providers' charges.

	YBP-US	YBP-UK
Matte Finish	\$8.00	n/a
Copycover®	\$8.00	n/a
Lamilar®	\$8.00	n/a
Norlam®	\$10.10	n/a
Acmebind®	\$11.85	n/a
Buckram/Cloth	n/a	£6.05
Picture Scan	n/a	£4.65

REQUEST FOR PROPOSAL
RFP # AME-743

Issue Date: August 29, 2013

Title: Monographic Services

Issuing Agency: *Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807*

Period of Contract: From Date of Award Through Three Years (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on October 10, 2013 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: AMANDA ECHTERLING, VCO, Buyer Senior Procurement Services, echteram@jmu.edu, 540/568-3133 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ATTACHMENTS A AND B SHALL BE RETURNED.

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

Name and Address of Firm:

Yankee Book Peddler Inc. dba YBP Library Services

999 Maple Street

Contoocook, NH 03229

Date: Sept. 16, 2013

Web Address: www.ybp.com

Email: mkendall@ybp.com

By: 
(Signature in Ink)

Name: Mark F. Kendall

(Please Print)
Title: Senior Vice President

Phone: 800-258-3774 x3196

Fax #: 603-746-2747

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY

IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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



YBP Library Services
Headquarters
Contoocook,
New Hampshire, U.S.A.

Proposal for VASCUPP



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

Monographic Services

October 10, 2013

This proposal responds to RFP #AME-743 for Supply of Monographic Services, supplied by Amanda Echterling, VCO, Buyer Senior Procurement Services, James Madison University. YBP Library Services is a wholly owned subsidiary of Baker & Taylor, Inc.

Table of Contents

I. PURPOSE.....	3
II. BACKGROUND	3
III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION	4
IV. STATEMENT OF NEEDS	5
X. PRICING SCHEDULE	35
In Conclusion	40
Attachment A	following p. 44
Attachment B	following p. 44

In Binder:

Exhibit 1, How We Write Library Approval Plan Profiles at YBP
Exhibit 2, sample Library Profile Proprietary
Exhibit 3, GOBI Subscription Options
Exhibit 4, YBP Technical Services Price List
Exhibit 5, Approval Activity by Subject Classification
Exhibit 6, All Publishers in Your Approval Plan
Exhibit 7, Approval Expenditures by Subject Classification
Exhibit 8, Open Order by Sub-Account
Exhibit 9, Open Order Title List
Exhibit 10, Shipped Approval Titles
Exhibit 11, Series Titles on Standing Order
Exhibit 12, Volumes Shipped
Exhibit 13, Continuations Shipment Report
Exhibit 14, Series Volume Information
Exhibit 15, GobiTween
Exhibit 16, Sample Packing Slip
Exhibit 17, Sample Invoice
Exhibit 18, YBP Spine Label Production Proprietary
Exhibit 19, Sample MARC Record File

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract through competitive negotiations to provide in-print monographs, continuations, approval plans, demand driven acquisition plans and related services for higher education institutions of the Commonwealth of Virginia. Initial contract shall be for three (3) years with an option to renew for two (2) additional three-year periods.

II. BACKGROUND

The Virginia Association of State College and University Purchasing Professionals (VASCUPP) is an association of nine (9) public higher education member institutions. One initiative of VASCUPP is to identify cooperative procurement opportunities and through competitive negotiations subsequently establish contracts in accordance with the Code of Virginia and the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. All VASCUPP members enjoy the benefits derived from increased economies of scale, resulting in lower prices and reduced administrative cost and effort. This solicitation is issued and will be negotiated on behalf of all VASCUPP member institutions. James Madison University is serving as the lead institution and signatory on this solicitation and any resulting award(s). The following paragraphs provide background information on the VASCUPP institutions leading this solicitation.

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 20,000 full and part-time students. The University employs approximately 2,900 full-time and part-time faculty and staff. Currently, JMU purchases tangible and print monographs through both firm order and approval plans. JMU has implemented a DDA ebook program in the past, but does not currently have a local DDA program in place.

George Mason University (GMU) an Institution of Higher Education of the Commonwealth of Virginia is a state supported comprehensive University with an estimated enrollment of over 32,000 students. The GMU Libraries has locations on the main campus in Fairfax, and on the Arlington and Prince William campuses. The collection consists of over 800,000 volumes and 4,500 periodical titles.

Old Dominion University (ODU) is a state-supported metropolitan public research institution located in Norfolk, Virginia. The University offers 163 degree programs. Of these, 66 are Bachelor programs, 56 are Master programs, 41 are Doctoral programs, and two are Educational Specialist degrees. Total enrollment is 24,466. Students attend both full and part time, on and off campus. The University employs approximately 1,224 faculty members. ODU has three approval plans: a combination print and electronic preferred book plan; a second for Art print titles; and a third for Music scores. ODU implemented a local DDA eBook program in August 2012.

The University of Virginia (UVA) is a comprehensive university in Charlottesville, Virginia. The 21,000 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. UVA currently has

over 12,000 permanent University faculty and staff that are committed to serving both the local and national community. UVA also has approval plans for both print and electronic materials.

Virginia Commonwealth University (VCU) enrolls over 32,000 students and is classified by Carnegie as Research University (very high research activity). VCU offers 41 doctoral, 74 master's, 3 professional, and 64 baccalaureate degree programs. Sponsored research funding totals over \$260 million. Libraries at VCU--the James Branch Cabell Library on the Monroe Park Campus and the Tompkins-McCaw Library for the Health Sciences on the MCV campus--employ 51 professionals and 90 support staff. VCU Libraries is a Resource Library in the National Network of Libraries of Medicine and a member of the Association of Southeastern Research Libraries, SPARC, CNI, BioMed Central, and the Virtual Library of Virginia. The Libraries purchases monographs through several approval plans (general academic, health sciences, art exhibition catalogs, scores, and foreign language plans) and by firm order. A sizable number of monographs purchased each year are ebooks, either selected as individual titles or acquired through packages.

Virginia Polytechnic Institute and State University, or Virginia Tech (VT), is a public land-grant, sea-grant, and space-grant university with the main campus in Blacksburg, Virginia. VT has the largest number of degree offerings in Virginia, enrolling over 31,000 on- and off-campus students taught by 1400 faculty. The largest part of VT's approval plan is e-only; there is currently a Humanities & Social Sciences DDA program in place designed to complement the STEM-H VIVA DDA program. VT also plans to create a supplemental STEM-H DDA program that will include publishers not participating in the VIVA DDA program.

The College of William and Mary (W&M) is a medium sized doctoral institution and part of the Commonwealth of Virginia higher education system of colleges and universities. Although William and Mary is primarily an undergraduate institution, our 8,258 students are also involved in doctoral programs (strong programs in History and Physics), a business school, a law school, and the Virginia Institute of Marine Science. There are 2,790 full and part-time faculty and staff to support the curricular mission of the college. Present purchasing plans for materials at William and Mary are a print approval plan, a PDA ebook plan, and purchases of books and ebooks upon request by faculty, librarians, and students.

Additionally, all VASCUPP member institutions are members of the library consortium the Virtual Library of Virginia (VIVA). In FY13, VIVA contracted with EBL, now ProQuest, LLC, for a consortial DDA ebook program focused in the Science, Technology, Engineering and Mathematics (STEM) subject areas. VIVA has also purchased or leased a number of additional publisher ebook packages to which the member institutions have access.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The Contractor shall describe in detail your approach to each of the following items.

A. Scope of Service

Describe the services being offered, including but not limited to:

1. Firm orders on a one-time basis

Our online database GOBI® constitutes our catalog of publications and publishers. YBP does business on a firm-order basis with more than 40,000 publishers worldwide. We can supply print and electronic monographic materials from any publisher that will sell to wholesalers, including esoteric and difficult-to-locate publishers as well as more typical university press, trade, scholarly, scientific, small press, and others. In a recent six-month period YBP added 825 new vendors in support of our firm order service in response to single-book orders from customers.

YBP-UK provides full coverage of British publishing in all subjects, as well as other English-language titles distributed worldwide and these are listed in GOBI as well.

We prevent duplication across order types. A number of computer and manual audits are routinely performed on each title profiled or submitted for fulfillment. We rigorously follow the client's instructions on the treatment and disposition of any duplicate titles.

YBP controls duplication of titles published simultaneously by differentiating U.S. and U.K. or paper, cloth and electronic titles during book-in-hand profiling. Alternate editions of the same title are "linked" in our title file, allowing us to control allocation and shipment among various editions of the same title.

YBP's procedure for ensuring that firm orders will not be duplicated in approval shipments is to maintain records for all past, current and forthcoming titles handled on approval. Incoming firm orders and standing orders are matched against approval records to prevent duplication. If an order is received for a title that has already been shipped on your approval plan, the order is returned noting the shipment date unless you indicate the duplication is intentional. In addition, when you set up a standing order with YBP or notify us of a standing order placed elsewhere, our system will block that title on your approval plan.

For titles ordered online, YBP's GOBI, Global Online Bibliographic Information database, provides library staff with a duplication check, below. GOBI duplication control alerts the user if a title has been previously ordered or shipped from YBP. GOBI asks the user to confirm that an intentional duplicate is desired. This system also identifies and alerts the user if a previous order has been placed for a simultaneous edition of the same title, eliminating paper/cloth/ebook or U.S./U.K. duplicates.

Exceptions List
1 item.

Some of the items you are submitting have exceptions. You may mark the exceptions that you want to override. Exceptions that are not overridden will not be ordered and will remain in your original list as exceptions.

1 items were originally marked.
1 are exceptions.
1 of these exceptions may be overridden.
You must click on Submit to complete this transaction.

0 exceptions marked for override.

Exception	ISBN	Subaccount	PO Number	Fund Code	Order Date
Duplication: Item previously ordered.	9781118292006	846608		1	07/22/2012

This item will not be ordered unless it is marked for override. To override the exception, mark the item by clicking on the left margin.

Title: LANGUAGE EDUCATION THROUGHOUT THE SCHOOL YEARS: A FUNCTIONAL PERSPECTIVE.
Author: CHRISTIE, FRANCES
Pub Year: 2012
US List: 39.95 USD
Binding: Paper
ISBN: 9781118292006

Go Back Cancel Submit

2. Approval orders according to profiles established by each institution

YBP's flagship profiling tool, our Approval Plan Program, is flexible and can be highly customized both by subject and non-subject parameters. We offer a combination of publisher-based and subject-based approaches in a plan. Every library profile has four parts:

(1) A list of publishers to be included in or excluded from the plan

We have extremely fine control in managing what you receive from publishers. Individual presses can be included for book coverage, slip coverage, or can be blocked entirely. In addition, libraries have the option to receive all books for particular imprints, regardless of the subject and non-subject elements of the profile.

(2) Subject specifications

YBP's Approval and Title Notification Slip profiles are flexible and precise. Profiles can be written in any one of the Library of Congress (LC), National Library of Medicine (NLM), or Dewey Decimal (DDC) classification systems. Our profiling methodology allows us to precisely describe each library's individual collection-development interests. New terminology, specialized or newly emerging academic fields, and interdisciplinary subjects can be easily incorporated in the profile.

(3) Interdisciplinary specifications as appropriate

For topics such as women's studies or environmental studies where specification of LC classes is unwieldy, the profile is enhanced by narrative instructions to ensure coverage of interdisciplinary studies as appropriate to your collection. In addition, we sub-profile by discipline, allowing for differing subject and non-subject parameters, and narrative instructions within sub-profiles. By

working with a library during profiling, we coordinate sub-profiles to ensure appropriate coverage of interdisciplinary subjects.

(4) Non-subject instructions

Titles can be included, excluded (blocked) or limited to slip coverage based on your specific non-subject parameters. YBP offers an extensive list of non-subject descriptors, and these may vary as needed from subject to subject. The instructions include academic level, language, country of publication, reprints, textbooks, reference works, regional or local interest, collections, or price limits.

We modify with free text the terminology and categories of the classification systems according to the unique specifications of each YBP library to create highly customized profiles. Book-in-hand selection by YBP bibliographers ensures flexibility and accuracy.

These four parts are integrated into a unified profile for each library. Typically, we set up one profile for a library, which can be subcategorized by library-assigned subject designators into as many or as few categories as are required for appropriate distribution of books and slips. Alternatively, we can establish different profiles for each discipline. In this case, multiple sub-accounts to accommodate the different profiles would be built on the library's assigned YBP base account.

A unique characteristic of our approval services is the ability to incorporate series-level instructions to a high degree of detail. YBP blocks from approval shipments those volumes from series the library has on standing order, either with us or with other vendors. Alternatively, YBP can set up coverage for particular series on approval, so that the approval plan's discount and returnability apply to the series. Please see http://www.ybp.com/contins_approvals.html.

Please see http://www.ybp.com/publisher_lists.html; *Exhibit 1, How We Write Library Approval Plan Profiles at YBP*; and *Exhibit 2, sample Library Profile*.

3. Standing orders

- a. Numbered monographic series
- b. Unnumbered monographic series
- c. Volume sets issued over a period of time

YBP's standing orders (serials) department provides regularly and irregularly published monographic series to libraries. We manage more than 48,000 active series titles. Among them are English-language numbered and unnumbered monographic series, sets-in-progress, and annuals. The database of series titles is available through GOBI, our online database. GOBI data features rich bibliographic information, including the ability to display all volumes of a series, and numerous reporting tools. It comprises a mix of series handled through our Approval buying plus many other titles from non-approval presses. Many new YBP serial records are for irregular editions that other vendors typically do not offer.

4. Rush orders

YBP proudly offers the fastest, most efficient Rush service of any academic bookseller. Our service, called RUSH2, is accessible through the GOBI interface for titles in any Baker & Taylor distribution facility. Through GOBI you can view all “RUSH eligible” inventory, identify purchases, customize the delivery address and choose your rush shipping method, e.g. overnight, second-day or ground shipping. YBP provides free ground shipping for these RUSH2 orders, or the library pays shipping charges for overnight or second-day delivery. Shipping charges will be added to your invoice, where applicable.

This material will be shipped from any one of four Baker & Taylor distribution facilities direct to your library with invoicing and all customer service by YBP. Orders placed before noon Eastern Time can be scheduled for next-day delivery. We furnish email confirmation with UPS tracking information for the rush delivery that will arrive in specially marked packages. As with all GOBI orders, YBP’s duplication control and transaction details apply.

5. Demand-Driven or Patron-Driven

YBP offers the **first** and **only** multi-vendor demand-driven acquisitions (DDA) program in the industry. Choose to receive the first ebook available from your preferred choice of aggregator partners among EBL, ebrary and *EBSCOhost* and build your consideration pool based on profiled, or all, available aggregator content.

YBP’s Demand-Driven Acquisitions (DDA) service is fully integrated with your approval profile and the rest of your accounts with YBP. Your YBP Collection Development Manager will work with you to carefully select subject areas in which you would like to receive discovery records for DDA, approval books, and electronic publication notifications. We will also note your preferences for format (ebook/print book, paper/cloth, US/UK). These selections will be closely coordinated in order to accommodate your preferences for overlap or no overlap between the three areas. Once your profiles are set up, we will search the catalog of our ebook partners EBL, ebrary and *EBSCOhost* to identify titles to be added to your discovery pool in your local catalog. Once an ebook edition is included in the OPAC, a URL in the record links patrons out to the aggregator site where a browse period enables patrons to review summaries, bibliographic details, tables of contents, and the text itself. Note that the number of browse periods is unrestricted, and no transaction occurs until a patron’s interaction with the book crosses the threshold parameters for purchase. We have library customers doing ebook-only DDA, ebook and print DDA, and print-only DDA with us. Please refer to http://www.ybp.com/GobiProfile_files/vermontprofile.htm for a discussion of how this works in one YBP customer library.

We have found that every library defines demand-driven differently and would consequently like to implement it in a different way. Therefore, our service is not cookie-cutter: it is customized for the library and the manner in which they would like to offer this service to their patrons. When a library expresses an interest in implementing a DDA service, we arrange a meeting with the staff to better understand how they would like to set up the service in their library. Then we design a service to meet their needs. The discussion covers the following issues:

- Scope: will the patron driven service be for print books, ebooks, or both?

- Will the service be mediated or non-mediated by the library staff? Some libraries choose a mediated approach, where patron requests go to acquisitions staff to make the final decision about the order, including whether a title gets ordered, if funding is available, and what format. Others prefer the non-mediated approach where the patron request is ordered immediately without considering those factors.
- What mechanisms will be in place to maintain control of the budget for patron requests?
- What kind of profile would the library like to set up to drive which titles get loaded into the catalog? Will it mirror the library's existing approval/notification profile, or will it be different?
- How long will MARC records stay in the public catalog? How are records removed? Will selectors review records before they are removed? Will selectors order any after review?
- Reports: How will the success of the program be measured? How will you know who is buying what, how much, and in what subject areas?
- Is patron-driven needed at the consortium level?

B. Materials covered

Describe the materials being offered, including but not limited to:

1. Format

a. Print

- 1) Cloth
- 2) Paper

b. Electronic

- 1) Single user
- 2) Multiple users
- 3) Licensing
- 4) Notification of access

c. Media

- 1) DVD
- 2) CD
- 3) Streaming
 - a) Local

b) Hosted

We provide formats of any type to our customers so long as they can be obtained from any one of the more than 40,000 publishers in North America and the U.K. that sell to wholesalers. YBP specializes in English-language materials worldwide and we can supply print and electronic monographic materials in a timely fashion from any publisher including esoteric and difficult-to-locate publishers. We supply books that include media such as tapes or compact discs. For publishers on our approval list (http://www.ybp.com/publisher_lists.html), we supply stand-alone media as well. For CDs and DVDs on firm order, we will be happy to set up an account with Baker & Taylor Library and Education, our full-service supplier of audio-visual material. Baker & Taylor has plans to offer streaming but it is not available via B&T/YBP at the present time.

YBP is able to distribute electronic content provided through our partnerships with ebrary, EBL and EBSCOhost. We also provide electronic titles direct from several publishers. Because YBP offers ebooks under several different options, access limits are changing rapidly and will be dependent on the choices you make for coverage. YBP provides a consolidated list of purchase options to assist the library in making purchase decisions. Please see <http://vimeo.com/75049876> for a video describing YBP's integrated ebook approval service.

Similarly, YBP will work with our aggregator and publisher partners to secure the most mutually satisfactory, financially sustainable and user-friendly license terms for all parties. Each aggregator and publisher has a standard license for access to material on their hosting platform. These licenses are available through the aggregator/publisher directly. Each of YBP's three major aggregators and growing number of publishers has license limits on such factors as simultaneous users, interlibrary loan, course management systems, and reserves and strategies for perpetual access and preservation. We have worked successfully with all of these parties to ensure the best possible terms for our current customers in individual libraries and consortia. YBP provides automated (emailed) Notification of Access (NOA) for ebooks purchased via your YBP ebook sub-accounts(s). YBP also provides ebook cataloging records that can serve as access verification.

2. Subject coverage

As a leading provider of books to academic/research libraries, we are able to provide extensive coverage in all subjects.

3. Geographic area

YBP does not geographically limit firm orders. Together, YBP-US and YBP-UK offer complete coverage of scholarly English-language titles from North America and the United Kingdom. We supply materials from Canada, Europe (Western and Eastern), Africa, Central America, South America, Asia and Australia. Of the more than 40,000 publishers YBP supplies from on a firm-order basis, YBP covers more than 6,500 non-U.S. publishers.

On approval, YBP handles virtually the entire output of more than 1,500 imprints from North American, and British, continental European, African and other foreign English-language publishers. We offer complete coverage of all U.S. and Canadian university presses and all major British university presses including the worldwide output of Oxford and Cambridge. Both

domestic and non-U.S. publishers that YBP covers in the approval plan are incorporated in http://www.ybp.com/publisher_lists.html. There are 267 non-U.S. publishers on the YBP-US approval publisher list and about 1,200 on the YBP-UK approval publisher list.

4. Language

Historically YBP specializes in supplying English-language material; we are able to supply any foreign language materials if distributed in the U.S. or U.K. In addition, YBP-UK is able to supply materials from many European countries. More recently, we have expanded our coverage to include a wide breadth of Spanish-language content which currently numbers approximately 60,000 titles. As a full-service supplier we encourage you to submit your order to us first, and we will notify you promptly if we cannot supply. We expect to supply almost all orders as long as the publisher will sell to a wholesaler/distributor.

5. Publisher type

Your approval/notification-slip plan can cover every title from more than 1,500 North American, British, Western European and African imprints, including approximately 600 trade imprints. We offer complete coverage of all U.S. and Canadian university presses as well as major British university presses including the worldwide output of Oxford and Cambridge. Among trade, commercial, scholarly, professional, medical, museum, and association publishers, imprints that include university departments, personal authors, private corporations, government/non-profit agencies, small presses, museums and galleries, societies/associations, symposia/conferences, and others. In all, our coverage represents virtually all of the material of academic merit or general interest published or distributed in the United States.

On a firm order basis, YBP handles more than 40,000 publishers worldwide. We can supply print and electronic monographic materials from any publisher that will sell to wholesalers, including esoteric and difficult-to-locate publishers as well as more typical university press, trade, scholarly, scientific, small press, and others.

C. Ordering

1. Describe all possible methods and workflows available for selection and ordering of materials, i.e., through vendor system, upload or Edifact transfer of orders from library system, etc.

Through Vendor System

GOBI offers many easy to use ways to search and order.

(1) **Quick Search** is at the top of all GOBI screens. The Quick Search can be used for title, author, and ISBN.

(2) GOBI's **Standard Search** allows you to search for titles using bibliographic criteria such as title, author, publisher, date, classification, or subject headings. The Standard Search screen allows you to find titles that match several different search criteria at the same time, or to search for synonyms. You can construct simple and complex searches using the Standard Search screen.

(3) The **Advanced Search**, a GoBeyond subscription feature, allows for highly sophisticated searching according to YBP approval plan descriptors and terminology. It allows you to search for, or to limit by, different parts of an approval profile including the library's transaction history, various subject parameters such as classification, interdisciplinary aspects, and geographic focus; and various non-subject parameters such as content level, format (ebook, paper, cloth), list price, in-stock titles, publisher type, and country of origin. Search results can be delivered to a folder, with email notification.

You can use GOBI to select titles for your library. This puts titles into your library's GOBI Selection List, an efficient way to allow many users in your library to see and work with selections. It also allows one set of users to select titles, then another group to complete the ordering/export process.

You can use GOBI to quickly and easily create orders directly with YBP. Orders may be placed using ISBN (up to 100), from title notification slips, from search results, from selection results, or from personal folders. You may also order titles that are not listed in the 10.0-million title GOBI database. GOBI provides tutorials and help pages for guidance.

Upload or Edifact Transfer

YBP processes orders submitted via FTP or as email attachments in a variety of formats including BISAC, EDI, *Books in Print*, MARC, ASCII-delimited files, and library-system specific formats. For libraries seeking a straight-forward electronic order format, YBP offers an ASCII flat-file format.

For each electronic ordering account, YBP creates an institution-specific filter to load the orders. If an ISBN is present in the order, that is our first, and most desired, match point. If no ISBN is present, the order is routed to an order technician for further research and identification before being placed. In addition, if the library's automated system allows for the output of a "vendor note" or "special instructions" field, our systems are programmed to detect the presence of it. If a vendor note is detected, the order's automated processing ceases, and it is routed to a technician so that the note can be read and acted upon. If the library's automated system does not allow for the output of vendor notes in electronic orders, the library has the alternative of placing the orders via YBP's online database (GOBI), which does allow for the addition of special instructions.

Library system interfaces are continually refined and developed to meet the needs of individual libraries as they acquire or implement new electronic ordering capabilities. For libraries wishing to develop custom capabilities, YBP offers a simple YBP Electronic Order Specification.

YBP maintains an active relationship with the vendors of library systems. When major changes or developments are introduced by automated system vendors, YBP works with a user site to review the new capabilities, evaluate workflow implications and, if necessary, amend or develop appropriate ordering and support interfaces.

D. Fulfillment and Delivery

Describe possible mechanisms and workflows available for fulfillment of orders and delivery of materials, including:

1. Fulfillment Rates

a. Percentage of orders filled

Together YBP and our parent company, Baker & Taylor, maintain one of the largest title inventories in the book industry and our title coverage is unsurpassed in the industry.

Fulfillment time for titles not stocked by YBP or B&T is primarily dependent on what the publisher has in stock. Because YBP has a reputation for supplying hard-to-locate titles, customers often send us orders they know others will not fill. We currently fill better than 50% of **all** orders within one week, 65% in two weeks, 75% within four weeks and 92% or better within eight weeks.

Fulfillment at the individual customer level will vary based on the type of material ordered. A library that orders more mainstream trade and academic titles will have significantly better fulfillment than a library that orders from esoteric presses.

Order cancellation rates are also a function of what the library orders. YBP only cancels orders for valid titles that are out of print, out of stock indefinitely, have not been supplied within the limits of the library's own cancellation policy, and/or cannot be substituted.

Actual fulfillment statistics for recently ordered titles by several VASCUPP member libraries are listed below:

Library	% Fill within			
	1 week	2 weeks	4 weeks	8 weeks
College of William & Mary	75	76	92	92
George Mason University	25	47	70	93
James Madison University	6	45	84	100
Old Dominion University	29	56	73	90
Radford University	43	46	72	93
Virginia Commonwealth University	30	70	93	96
Virginia Polytechnic University	85	86	93	94

b. Average delivery time

YBP's target is to fill a library's order as quickly as possible. Because customer orders are typically consolidated for weekly shipment, picklists are generated once a week. If a book is received the day before picklists are generated, the time lag between receipt and allocation is only 24 hours. If a book is received the day picklists are generated, it will be another seven calendar days before it hits a picklist for shipment. Generally, the library can expect to receive shipments no more than three to five calendar days after date of shipment. YBP will notify you of changes

in the delivery schedule (e.g. holidays, inclement weather) by phone, email, or general announcement on our web page.

For books purchased on the approval plan, our target is to provide at least 80% in less than 30 days from publication.

2. Shipping method

YBP ships all materials by UPS or common carrier. Inside delivery or to an alternate location is the responsibility of the carrier, and can be facilitated by YBP.

3. Packaging

a. Packaging method and materials

Orders are packed in durable double-wall cartons. Similar sized items are packed adjacent to each other. Care is taken to fill all voids with packing paper to prevent shifting and to provide carton support. The packing paper is 100% recycled material and ink-free.

b. Ability to limit weight and size of boxes

YBP can limit the weight per carton at your request.

c. Packing slips

As customer shipments are packed, we scan each book as it goes into a box and we check each title against a “pick list” detailing books to be shipped to your library. In this way we ensure that the right books go into every box to you each week.

A final quality check occurs when all packed books are re-scanned, producing a packing list for each carton. This packing list enables you to quickly identify exactly what is in each box as you unpack. This final scanning also generates an invoice based on the actual contents of your boxes. For multiple-package shipments, each box will have its own packing list and the final carton will contain the invoice for the entire shipment. As an alternative, we can provide an invoice in every box.

4. Ability to tailor shipments to individual institution needs

YBP has the ability to tailor shipments to individual institution needs as described above.

E. Claims & Cancellations

1. Describe all possible methods and workflows available for claiming of materials (through vendor system, via email, vendor-initiated, etc.). Include proposed timelines for claim notifications and cancellations, both vendor and library initiated.

YBP orders are proactively claimed with publishers. YBP's own order management team claims orders placed directly with publishers, about 10% of all volume. B&T's large claiming group follows up on the 90% of our book orders placed through them. The two groups work closely together with B&T sharing information and providing priority claiming to YBP.

VASCUPP libraries can send claims for titles to YBP on-line by marking the bibliographic record in GOBI and emailing it to your customer service bibliographer. You can also accomplish claiming through GOBI's "contact us" feature or by email, and also by regular mail, telephone (800-258-3774), or fax (800-343-7413). On receipt of a claim from your customer service bibliographer, our claims department searches the order records for the title, follows-up with the publisher as needed, and notifies the library of the status of the order.

Title and order status information provided in GOBI reduces the need for claiming and it is also important to note that YBP minimizes claiming through the fastest fulfillment times in our industry. Using a variety of management reports online, you are able to check current status of orders and shipping. Libraries can retrieve their older open orders on GOBI, double-check their statuses, and email queries about specific titles to customer service.

With GOBI, claiming of continuations volumes is easily accomplished on-line by clicking on the "claim volumes" hyperlink. You may also claim standing orders by mail, telephone, email or fax.

Series
COLLECTED LETTERS OF A. W. H. RUSKIN
Publisher: OXFORD UNIVERSITY PRESS
US Series Type: Numbered Set
UK Series Type: Not Handled on Approval
Series ID: 40373
Note: 3/CS PER PUBLISHER: VOLUME 3 NOT YET PUBLISHED. NO DUE DATE
Order Date: 4/25/2002
Library Note: Add...

[claim volumes](#)
[On standing order](#)

Subaccount: 0000 01 Quantity: 1 Fund Code: PO Number: 2C0224251
Note to YBP:

F. Returns

1. Detail the contractor's return policy.

YBP routinely accepts the return of any book within 120 days of the invoice date with the following exceptions:

- Books listed as non-returnable on your invoice
- Serial standing orders
- Books provided with processing (e.g., jackets, polyester jacket covers, bindings, stamps, spine labels) whether provided by YBP, another processor or the library
- Books ordered through our out-of-print service

Books selected from title notification slips have the same return status as automatic books. VASCUPP libraries will be notified in advance of any titles that are classified as non-returnable. Because YBP and the library monitor the library's approval profile performance carefully, returns are kept to a minimum. We are proud of the fact that our approval return rate is the lowest in our industry, averaging less than 4%.

Damaged, defective or incorrectly supplied books can be returned and YBP will credit the account accordingly. Our complete returns policy is available on our web site at <http://www.ybp.com/returns.html?s>.

G. Invoicing & Payment

Describe the services being offered, including but not limited to:

1. Discounts

When we negotiate a discount, we consider many factors:

- The size of the financial commitment the library is making.
- The mix and types of materials covered in the program. For example, we look at the percentage of the material that will be from mainstream publishers and what percentage will be from peripheral or esoteric presses (e.g., small presses, associations, societies, university departments, etc.). This "mix/type" consideration is more important than the financial commitment.
- The relationship that will exist between the library and YBP.

Based upon anticipated sales volumes per annum and a mix of materials appropriate for VASCUPP member libraries and other public body, public or private health or educational institutions or lead issuing institution's affiliated corporations that may choose to participate in a resulting contract, YBP is pleased to offer the following tiered discounts where "combined sales" applies to an individual library's purchases among one or all of YBP's services below.

Description	Pricing/Discount ¹
Firm Orders and Approval or Notification Slip Plan including Series on Approval (supplied from North America)	
Combined sales <\$100K	14.0% Discount
Combined sales between \$100K and \$300K	16.0% Discount
Combined sales between \$300K and \$500K	18.0% Discount
Combined sales between \$500K and \$1 million	19.0% Discount
Combined sales > \$1million	19.6% Discount

¹ This discount applies to all in-print titles, with these exceptions:

- When YBP receives a short discount from any publisher, we add a 15% service fee to the publisher's list price, with an \$8 minimum and \$15 maximum (YBP-UK minimum/maximum are based on Sterling, \$4.50 and \$13.55).
- Discounts do not apply to titles from publishers on the "List Price Publishers" lists, whose books we normally sell at list price (occasional service fee for short publisher discount).
- Discounts do not apply to titles that we import directly from overseas on a library's behalf. These are subject to the service fee noted above for short-discounted titles.
- Optional automatic paper-selection in U. S. approval plan—This preference applies across all subjects and presses in your U. S. approval plan profile. If you do not select this option, paper titles attract the same discount that cloth receives.
- OP titles via OP Choice or YBP Marketplace are sold at list price plus service fee noted above.
- eBooks are exempt from regular discounts, and without service fee.

Continuations (supplied from North America) Combined sales <\$100K Combined sales between \$100K and \$300K Combined sales between \$300K and \$500K Combined sales between \$500K and \$1 million Combined sales > \$1million	5% Discount 7% Discount 9% Discount 10% Discount 11% Discount
Firm Orders and Approval or Notification Slip Plan (supplied by YBP-UK) Combined sales <\$100K Combined sales between \$100K and \$500K Combined sales between \$500K and \$1 million Combined sales > \$1million	3% Discount Plus Freight 5% Discount Plus Freight 7% Discount Plus Freight 8% Discount Plus Freight
Continuations (supplied by YBP-UK) Combined sales <\$100K Combined sales between \$100K and \$500K Combined sales between \$500K and \$1 million Combined sales > \$1million	3% Discount Plus Freight 5% Discount Plus Freight 7% Discount Plus Freight 8% Discount Plus Freight
Electronic Volumes: ebooks via ebrary, EBL and/or EBSCOhost, and/or Direct from Publisher (Integrated Approval Plan, Notification Slip Plan and Firm Order, DDA) ²	0% Discount
eBook Demand Driven Acquisition (DDA)	Annual Fee ³
Shipping from North America	FREE Weekly Regular Shipping ⁴ Transportation surcharges may apply
GOBI	No Charge for core service ⁵
RUSH2	10% Discount with free ground shipping ³
Technical Services	Reference Exhibit 4 , YBP Technical Services Price List ⁶
Deposit/Pre-Paid Accounts	Interest Paid ⁷
Approval and Notification Slip Plan: Initial Set-Up, GOBI Training, Profile Changes	No Charge

² YBP is able to supply on-line-only versions for reference materials and subscription renewals of book series on a title-by-title basis in addition to more than 700,000 ebooks through our partnerships with **ebrary**, **EBL**, and **EBSCOhost**, and/or direct from several publishers. We will continue to work with industry leaders to incorporate new ebook titles in our database. YBP plans to continue integrating additional electronic titles from additional hosting services and Direct from Publisher as they become available. eBook titles are sold without service fee.

³ YBP's annual fee will be defined upon discussion with the library and based on your customized eBook DDA needs.

⁴ Free weekly regular shipping will be provided based on annual expenditures over \$30,000. YBP pays shipping for RUSH2 ground delivery. Library pays shipping for RUSH2 next-day or second-day delivery. As carrier costs have continued to rise we have instituted a transportation surcharge of 0.25 % (one-quarter of one percent) of the book invoice (excluding cataloging and processing fees as well as electronic content), effective March 15, 2009. The maximum surcharge is \$25.00 per invoice. We will continue to evaluate this policy based on the various market conditions.

⁵ Please reference [Exhibit 3](#), *GOBI Subscription Options*. For fiscal year 2014 we are offering a subscription to all available features for a single annual fee based on Carnegie classification: \$835 (small), \$1418 (medium), \$2730 (large). Individual features subscription rates for FY14 are: for GobiPlus, \$294 (small), \$714 (Medium), \$1470 (large); GoBeyond, \$368 (small), \$893 (medium), \$1838 (large); and/or \$420 (small), \$520 (medium, large) annual subscription for GOBI Reviews.

⁶ Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP. Pricing will be based on the YBP Price Lists in effect at the time of invoice.

⁷ Any amount greater than \$10,000 U.S. qualifies for interest.

Terms are net 30 days from the date of the invoice to qualified buyers. YBP accepts the following methods of payment for the services offered under this contract: check, money order, electronic funds transfer (EFT), or by debit from a deposit account. Any other method of payment will be considered a change to the contract and require renegotiation of terms and conditions.

Yankee Book Peddler, Inc. (doing business as YBP Library Services) ("YBP"), a wholly owned subsidiary of Baker & Taylor, Inc. ("B&T"), is responsible for setting academic library prices in bid responses from both YBP and B&T. B&T is a wholly owned subsidiary of Baker & Taylor Acquisitions Corporation ("BTAC") and all the operating of activities of BTAC are conducted through B&T.

2. Postage and Handling

Free weekly regular shipping will be provided to each institution's library based on individual library annual expenditures over \$30,000. YBP pays shipping for RUSH2 ground delivery. Library pays shipping for RUSH2 next-day or second-day delivery. As carrier costs have continued to rise we have instituted a transportation surcharge of 0.25 % (one-quarter of one percent) of the book invoice (excluding cataloging and processing fees as well as electronic content), effective March 15, 2009. The maximum surcharge is \$25.00 per invoice. We will continue to evaluate this policy based on the various market conditions.

3. Invoice Delivery Methods

YBP provides electronic invoices that can load directly into your automated library system. We will also send with the books themselves as many copies of the printed invoice as you require.

YBP invoices and statements are also available on GOBI as Adobe Acrobat documents. The invoice number appears as a link in Library History and in the bibliographic record on Library Activity search results.

4. Payment Methods

Our standard payment terms are net 30 days to qualified buyers. Payment by check or debit, in the case of a deposit account, is acceptable. For payment by credit card, we would require you to complete an online credit card registration via Cybersource, authorizing Baker & Taylor/YBP to charge your credit card upon each shipment of products. We also offer an e-payables solution.

5. Ability to tailor invoices to individual institution needs

YBP invoices can be sorted alphabetically by title or author, or by ISBN, fund number or library purchase order number. Additional customization includes the ability to subtotal by fund code, limiting the maximum number of titles, and separating invoices by purchase order number where the library uses batch purchase orders. Electronic invoicing is another option available.

H. Additional Services

Describe the services being offered, including but not limited to:

1. Cataloging

Libraries seeking MARC-21-compliant bibliographic or cataloging records or records with invoice data for materials purchased from YBP have several service options: YBP's innovative and unique OCLC Plus service, pass-through to OCLC WorldCat Cataloging Partners (PromptCat), YBP Metadata, pass-through to Innovative Interface's SkyRiver or GobiShip records.

YBP's OCLC Plus

YBP has partnered with OCLC to provide an integrated OCLC/GOBI cataloging service for our mutual customers. Access to OCLC's broader cataloging database (rather than the LC Books English file used for YBP Metadata) provides an expanded source of quality cataloging records for your library. Utilizing both the OCLC database and YBP metadata, YBP can deliver cataloging records for 100% of a library's orders, if the library chooses. Moreover, because the records are integrated into our cataloging database, we can deliver the best available OCLC record at the point of order rather than at the point of shipment. Subscribers to this service have access to the OCLC number, which is visible on the record in GOBI. This service also provides you with the ability to have your holdings automatically updated in OCLC.

YBP continues to offer our standard suite of GOBI and cataloging record services, but now customers have the option of replacing those services with OCLC records rather than GOBI records or LC records. For example, libraries that receive GOBI electronic order confirmation records (EOCRs) at point of order now have the option of receiving the best available OCLC cataloging records in lieu of EOCRs. The service is designed to provide customers with the best available cataloging record as early as possible in the acquisitions workflow. Note: In order to take advantage of this service, the library must already be an active OCLC subscriber.

Our levels of service are:

Gobi Export/EOCR: Deliver the best available OCLC record at point of order, as a GobiExport or EOCR.

Basic: Gobi Export/EOCR, plus deliver the best available OCLC record at point of receipt, and set the library's holdings in OCLC.

Bronze: Basic, plus upgrade any CIP records.

Silver: Bronze, plus provide Provisional + records for any records not meeting minimum cataloging requirements (usable call number, at least 1 subject heading).

Gold: Silver, plus any substandard records are upgraded to full level records, thereby ensuring complete metadata, as well as 100% classification and shelf-ready coverage.

Pass-Through to OCLC WorldCat Cataloging Partners (PromptCat)

As an alternative, YBP offers pass-through support for OCLC's WorldCat Cataloging Partners. YBP is proud to have been a partner in the development of this service. We currently provide

WorldCat Cataloging Partners pass-through support for more than 100 academic research libraries.

WorldCat Cataloging Partners can be used alone, or in combination with various levels of physical processing, including shelf-ready processing with bar-coding and spine labeling. In contrast to the YBP Metadata service, WorldCat Cataloging Partners does not support generation of multiple labels for multi-volume works, nor the output of item-specific piece information on spine labels, nor height-based spine label qualifiers. Location-specific spine label qualifiers can be generated.

YBP's WorldCat Cataloging Partners support includes the pass-through of local data. For libraries receiving processed books with spine labels, manifests are submitted for WorldCat Cataloging Partners processing 24 hours before books are scheduled to ship. WorldCat Cataloging Partners draws on the records in the OCLC WorldCat database. Details of the resource file and the service can be found at www.oclc.org.

YBP Metadata

Libraries choosing to use YBP Metadata assemble a service package of record types from the following selections:

- LC full- or core-level records,
- LC CIP records or YBP CIP upgrades, and
- No record, or Provisional records, or Provisional+ records - for titles for which no LC-distributed copy of an appropriate level is available at the time of shipping.

The YBP Metadata service provides records for some 450,000 items to some 80 academic libraries each year. It is based on the *Books English* file of MARC-formatted cataloging records distributed by the Library of Congress. For items for which the best available LC copy is a cataloging-in-publication (CIP) record, we offer a CIP upgrade service. Our CIP upgrades are prepared to national standards and are also loaded to the OCLC on-line database.

For titles without LC copy, YBP offers two types of Provisional records prepared by professional catalogers. Provisional records are brief bibliographic records. Provisional+ records are Provisional records enhanced by full LC or Dewey classification and LC book numbers, and an LC subject heading when appropriate. Customized book numbering/Cuttering is available for libraries using the Dewey Decimal Classification. Neither form of Provisional record is AACR2-compliant.

Cataloging records can be enhanced by the addition of information such as barcode data, invoicing and pricing information, fund, and location codes. Sophisticated record manipulation and editing can also be specified.

Some libraries contract only for cataloging support; others choose to combine the service with varying levels of physical processing. Libraries seeking full shelf-ready support with spine labels for *every* book select LC full- and core-level records, plus YBP CIP upgrades, plus Provisional+ records. For libraries receiving spine labels, the YBP Metadata service includes item-specific piece information when appropriate. The YBP Metadata service offers sophisticated support for library- or collection-specific height- based designation definitions.

YBP Metadata service records are output to library-specific directories on the YBP FTP site for pick-up. Records are prepared and placed on a regular schedule mirroring shipment schedules.

Pass-Through to Innovative Interface's SkyRiver

YBP uses a flexible interface which supports the definition of SkyRiver treatment profiles on variables including sub-account, fund code, location code, and OCLC 4-character holding library code. The interface accommodates the use of default codes, codes recorded by the library when placing orders, and/or codes assigned by YBP during approval profiling.

To ensure that a SkyRiver cataloging profile takes full advantage of SkyRiver and YBP capabilities, libraries are encouraged to discuss their needs with a YBP Technical Services specialist as soon as a decision is made to consider SkyRiver service options.

In the standard service, YBP outputs library manifests to SkyRiver for the library's approval and/or monographic order shipments. In accordance with the specifications of the library, SkyRiver gathers records and inserts local data supplied by YBP. Records are delivered to the library by SkyRiver, and if desired, call number data is returned to YBP, so that spine labels can be created and applied. All of the local library-specific data that can be added to GobiShip records and YBP Metadata service records is available for pass-through to SkyRiver records. SkyRiver provides description of their services at <http://theskyriver.com/>.

GobiShip Records

GobiShip records are brief MARC-formatted records whose primary function is to provide bibliographic information and invoice and pricing data for materials shipped. GobiShip records draw bibliographic data from the GOBI database and are available for U.S. and U.K. approval and firm orders. For firm orders, ordering information is included in addition to invoicing data. These records are output to a directory on YBP's FTP server.

Please see [Exhibit 4](#), *YBP Technical Services Price List* for more detail about these services and their pricing. Please note that Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP.

2. Shelf-ready

YBP is a full-service monographs vendor and we provide a variety of processing services. In response to continuing pressures on library resources, YBP has developed cataloging and processing services that can provide shelf-ready books to libraries. We work closely with our customers to define the exact mix of services called for by local needs. Some libraries request partial processing, or binding or cataloging records only. Others require complete shelf-ready books.

All YBP processing services are based on a detailed specification developed for each library. Specifications cover service and placement requirements, and exception treatments. A processing service profile typically includes services from one or more of the following service groups: (1) Binding, Strengthening & Jacketing, (2) Physical Processing, and (3) Cataloging Products. The components of each are described briefly below.

Pricing depends on the services selected. Please see [Exhibit 4, YBP Technical Services Price List](#) for our pricing of these services. Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP.

Binding, Jacketing and Strengthening

YBP offers a range of binding and strengthening services for paperbacks. The options provide service at a range of price levels. The in-house strengthening option is EasyCover®. Hinge reinforcement is available as an option for paperbacks that receive strengthening.

The commercial binding options are described in detail below. Binding service delays shipment of books with the period of delay varying with the type of treatment chosen. Strengthening and jacketing services are applied without affecting shipping schedules. Binding services are available alone, or in combination with physical processing and cataloguing services.

Matte Finish

The paperback cover is color copied, and the copy is mounted on binder's board with a matte finish.

Lamilar®

Pages are double-fan adhesive bound, and the spine is strengthened. The paperback cover is mounted on binder's board and laminated with a polyvinyl film. The film is available in either matte or glossy finish. This binding is not available for books with diskettes in pockets.

Norlam®

Trimmed pages are double-fan adhesive bound, and the spine is reinforced. The paperback cover—including spine—is mounted on binder's board and laminated with a polyvinyl film.

Acmebind®

Margins are inspected to determine if trimming is appropriate. The paper covers are retained on the piece. The spine is notched before fanning to increase the strength of the binding, heavier spine lining is used, and spines are rounded and backed if appropriate. A sewn version of this binding is also available.

CopyCover®

The paperback cover is color copied, and the copy is mounted on binder's board with a matte finish.

Book Jacketing

For books with separate dust jackets, jacketing provides protection against wear. The jacket is encased in a sleeve of clear 1.5 mil polyester film and white backing paper. The ends of the cover are folded in place and the jacket is secured with adhesive tape. This treatment secures the book jacket, protects and highlights text and artwork, and adds body to the jacket. Jacketing is performed as part of routine physical processing and does not require extra time.

Physical Processing

Physical processing services can be supplied regardless of library decisions regarding cataloging and binding/jacketing or strengthening.

Book Plating

The application of book plates with pressure-sensitive adhesive backing is available for materials which can be pre-sorted by treatment.

Security Protection

YBP offers the supply and insertion of standard theft detection devices from 3M and the supply and insertion of Checkpoint 8.2 and 9.5 MHz RF tags. We also handle the application of library-supplied RFID tags.

Ownership Marking

We apply library ownership stamps following client specifications as to the number and placement of impressions, and ink color. Exception treatments are defined for items too narrow for edge stamping; those with dark edge papers or pages; and items with unique illustrations, text, or attachments in the preferred stamping location.

Alternatively, we can also support embossing and the application of library-supplied book-plates with pressure-sensitive adhesive backing.

Variable location-specific marking is not usually accommodated within a single sub-account; it can be provided if all materials on a sub-account receive the same location stamp. Alternatively, both YBP metadata support system and OCLC WorldCat Cataloging Partners (PromptCat) can generate variant spine label location data for different items within a sub-account.

Barcode Application

YBP offers application of library-supplied barcodes as per library specifications. Different types of barcodes or placement can be defined for certain materials--piggy-back barcodes for paperbound items, for example. Standard service does not include the supply and application of barcode label protectors. Once applied, barcodes can be scanned for inclusion in the library's cataloging record.

Circulation Control

YBP offers a variety of generic date due slips and book pockets, and can also apply library-supplied custom circulation-control pieces.

Cataloging Products

Spine Labeling

YBP's OCLC Plus, YBP Metadata service and OCLC WorldCat Cataloging Partners (WCCP) (PromptCat) all support the generation of spine labels with call numbers formatted in accordance with individual library specifications. Labels are printed in Century Gothic font in 12- or 10-point type. YBP offers thermal transfer spine labels, as well as plain and foil-backed adhesive label stock. Location qualifiers are supported for both approaches; for libraries using YBP's Metadata

service, height-based call number qualifiers are accommodated. Thermal transfer labels are self-protecting. Label samples can be supplied upon request.

Book Labels

Book labels containing author, title, and classification data are available on adhesive-backed stock. A single fee covers both generation and application of book labels.

I. Customer Service

1. Describe the availability and experience of staff designated to respond to customer service inquiries. Include average timelines and mechanisms for responding to inquiries.

Customer Service Bibliographers Jeff McGlashan and Krystal Katsouleris are available between 8 a.m. and 5 p.m. Eastern time. These individuals accept orders, provide modifications to your profile, answer questions, and may assist you with custom management reports which you can run on-line on GOBI at any time. They also resolve any problems with orders, delivery, claims, renewals, invoices, or credits that may arise.

Collection Development Managers Marifran Bustion and Hannah Bucholz will visit library at least once a year, or as often as needed. Inside Sales Representative Audry Bresette also works with a VASCUPP library. These individuals will review with you YBP's over-all performance, provide analysis of library profile performance, and may make recommendations for profile modifications. Service updates and training will also be provided to VASCUPP libraries.

Jeffrey McGlashan, Customer Service Bibliographer, joined YBP in 2006 with 14 years experience as Stack Manager at Newton Free Library, one of the busiest libraries in Massachusetts. With a B.A. in English from Keene State College and a Masters of Liberal Arts in English from Harvard University, Jeff has also taught high school English. He can be reached at 800-258-3774, extension 3188, or by email at jmcglashan@ybp.com.

Krystal Katsouleris, Eastern U.S. Team Leader and Customer Service Bibliographer, joined YBP in 2010. With a B.A. degree in English Literature from Western New England College, Krystal has prior experience with PennWell Publishing and as a substitute teacher. You can reach Krystal at 800-258-3774, extension 3319, or at kkatsouleris@ybp.com.

Marifran Bustion, Mid-Atlantic Regional Manager, Collection Development Group, will be your primary field contact. Based in the Washington, DC area, and joining YBP in 2005, she served for three years as Acquisitions Librarian for the United States Security and Exchange Commission (SEC) and for ten years prior to this she was the Head of Acquisitions for George Washington University's Gelman Library. In each position she oversaw the purchase of library materials in all formats (print and electronic). In addition, Marifran's previous employment includes serving as Head of Serials at Texas A&M University in College Station, TX, and she garnered additional library experience at University of Arkansas-Fayetteville, Arkansas Tech University, and Indiana University. Marifran is very active in the research library community as evidenced by her authorship of numerous professional articles and papers as well as being a frequent presenter at conferences such as NASIG, the Charleston Conference, Texas Library Association, DC Library Association, Voyager System Users Group, and Institute for Federal Library Technicians. Marifran can be reached at 703-581-3443, or at mbustion@ybp.com.

Hannah Bucholz, *Collection Development Manager*, will be your primary field contact. Hannah joined YBP in 2010 with the B&T acquisition of Blackwell North America. She has more than 20 years experience working in academic and private law libraries throughout the country, including work as the circulation coordinator at the Arthur Lakes Library at the Colorado School of Mines. Hannah has a Bachelor of Science in General Studies from Indiana University Southeast. Hannah can be reached at 971-219-6416 or hbucholz@ybp.com.

Audry Bresette, *Inside Sales Representative*, works in our Contoocook, NH, office. Audry joined YBP in 2010 after graduation from Keene State College with a bachelor's degree in sociology. During her years as a student, Audry worked in the college library as an interlibrary loan assistant. She can be reached at 1-800-258-3774, extension 3238, or by email at abresette@ybp.com.

YBP takes special pride in having what our customers report is the finest customer service structure in the academic library market. Our worldwide service standard is to respond to a customer query of any kind within 24 hours. In practice, we respond much more quickly, either *at the time of the inquiry* when called or within minutes or hours of receiving an email. Our customer service bibliographers have a reputation for taking whatever steps are necessary to ensure customer satisfaction.

Complicated matters or questions that lead outside YBP, often to publishers, may require more time for us to resolve, but customers will always understand the reason for any delayed answer and will feel assured that YBP is working to deliver an answer as soon as possible. We routinely log queries and response times. We will record any complaints, our remedial actions, and our sense of a customer's reaction to the solution. These records will be open for your inspection at any monitoring meetings.

YBP's online database offers customers a means of obtaining information directly. Extensive reports are available on GOBI, emailed to you within minutes of being requested in a choice of formats. You can see the status of open orders; your expenditures by account, subclass, or fund code; what you have bought from YBP; your instructions to YBP; and a great deal more.

Hester Campbell, Vice President, Customer Service and Product Integration, provides oversight of YBP's service quality and will assist in problem resolution if necessary. Hester will call upon other members of YBP's management team to ensure any problems are fully resolved.

J. Vendor Catalog and Order System

Describe the services being offered, including but not limited to:

1. System Functionality

As evidence of our commitment to technology, YBP's GOBI (Global Online Bibliographic Information) database was the first web-based library acquisition and collection development tool offered by an academic bookseller when launched in 1996. Accessed via a web browser, GOBI offers *free access* to the following core features:

- Ability to conduct faceted searching of YBP's database of 10.0 million titles
- Integrated, linked access to multiple formats including ebooks, paper and cloth
- Creation of streamlined management reports for all transactions with YBP
- Preview of ebooks from multiple providers, and choice of a preferred ebook supplier

- ebook “bookshelf” allowing e-approval-plan customers to review ebooks that meet the library’s approval plan profile
- Ability to apply filters to search results including inventory status and book format
- GobiAlerts, whereby YBP sends customized electronic slips as email alerts directly to selectors and/or academic faculty, under a system administered and guided by the library
- Ability to search non-English-language titles including more than 60,000 Spanish-language titles
- Ability to order, select and export ebooks from different suppliers with different purchase options
- Seamless access to real-time inventory levels
- Award and review source information in GOBI bibliographic records
- Seamless access to table of contents, book jackets or title summaries
- Spotlight Lists featuring scholarly titles in key academic subject areas compiled on a monthly basis, providing seamless access of title lists once only available on the *Academia* website
- Additional searchable fields for descriptors applied in profiling, including reader level, aspects or interdisciplinary studies (e.g. biotechnology, devotional), and geographic specifications (Virginia authors; Mid-Atlantic geography)
- Selection of titles and review of titles selected
- Review of title notification slips, batched weekly for easy review
- Placement of orders
- Rush services for in-stock items for next-day, second-day or UPS ground delivery
- Ability to enter extensive local information in orders
- Opportunity to rename or delete fields on the GOBI order screen to suit local needs (GobiSmart)
- Review of all titles on order with YBP
- Ability to search against your own transaction data
- Global history of a title among YBP’s customers for YBP activity
- Automatic notification at point of order of duplications, out-of-print or non-returnable items, and ability to take necessary action
- Ability to choose among a selection of views of records (one line, brief bib, full bib); to select in any view, and to move from one record to the next without having to go back to a previous view
- Querying the status of orders at the ISBN level
- Open URL that permits the user to search the local library system from GOBI by clicking on an ISBN link for the title in question
- Ability to estimate costs and numbers of books in new title reports
- Ability to create templates to customize and retain report history to run the same report periodically
- Ability to claim serials
- Access to recent invoices (via a link in library history) and financial statements.

Additional features available on an annual subscription basis to YBP customers include:

- Book Reviews from Choice, Publishers Weekly, Booklist, Library Journal, Doody’s Reviews Service™ and Book News Reviews
- Ability to prioritize selections by creating and naming folders for sorting slips
- Ability to save order details in folders
- Ability to add local notes and comments (reviews) to records for internal library use.

- GobiTween, a consortium-level management tool that generates management reports to permit one library within a consortium to view other member's title-level activity at YBP
- Peer comparison reports, similar to GobiTween, giving customers access to YBP title activity at libraries having no formal cooperative relationship.

Please see [Exhibit 3](#), *GOBI® Subscription Options*.

a. Searching

GOBI offers many easy to use ways to search and order.

(1) **Quick Search** is at the top of all GOBI screens. The Quick Search can be used for title, author, and ISBN.

(2) GOBI's **Standard Search** allows you to search for titles using bibliographic criteria such as title, author, publisher, date, classification, or subject headings. The Standard Search screen allows you to find titles that match several different search criteria at the same time, or to search for synonyms. You can construct simple and complex searches using the Standard Search screen.

(3) The **Advanced Search**, a GoBeyond subscription feature, allows for highly sophisticated searching according to YBP approval plan descriptors and terminology. It allows you to search for, or to limit by, different parts of an approval profile including the library's transaction history, various subject parameters such as classification, interdisciplinary aspects, and geographic focus; and various non-subject parameters such as content level, format (ebook, paper, cloth), list price, in-stock titles, publisher type, and country of origin. Search results can be delivered to a folder, with email notification.

You can use GOBI to select titles for your library. This puts titles into your library's GOBI Selection List, an efficient way to allow many users in your library to see and work with selections. It also allows one set of users to select titles, then another group to complete the ordering/export process.

You can use GOBI to quickly and easily create orders directly with YBP. Orders may be placed using ISBN, from title notification slips, from search results, from selection results, or from personal folders. You may also order titles that are not listed in the 10.0-million title GOBI database.

b. Requests

1) Selectors/liaison librarians

GOBI users can create as many private or shared folders as required to store titles. In some libraries, each selector has a shared folder to post titles for another's consideration. Titles in folders are automatically updated with any status, price or library activity changes. A useful option in GOBI is to save search templates to be run automatically at intervals you define, and to then save search results in folders.

You can create a new folder to copy titles into while retaining an original folder. Lists generated by searches can be saved to folders and moved or copied to other folders. There is no limit to the

number of titles that can be added to a folder. Please note, however, at this time a (search result) list contains no more than 1000 records.

Alternatively, GobiAlerts is a database feature whereby YBP sends electronic slips as email alerts based on individual GobiAlert profiles, directly to selectors and/or academic faculty.

2) Academic faculty

a) Order Placement

b) Methods for authenticating users (i.e., user name/password, LDAP, Shibboleth)

GOBI has several levels of access for monograph or continuations ordering:

- GOBI administrator, who creates account logins and also assigns ordering, selecting or exporting authorities for GOBI users
- Search only
- Search and select
- Search, select, and order
- Optional “Recommendation only,” via GobiAlerts, if the library wants to include faculty in identifying titles of interest

Authorized selectors can review and select title notification slip records for ordering and can log their initials on the transaction. Fund assignment can be added or changed, as can location and various types of notes (e.g., “notify Professor X” or “shelve in reference”). Orders can be batched and viewed online by other acquisitions staff for ordering and records can be formatted for import to the library’s system.

If appropriate, faculty (or others) can participate in the selection process easily and significantly. GobiAlerts permit a library to have customized notification of profiled titles emailed automatically to faculty and/or selectors under a system administered and guided by the library. YBP streamlines the process for faculty and makes it simple for them to participate. Faculty do not require a login and password under this system and do not have to learn to use the entire database. Faculty can review the list of suggested titles for their disciplines, mark those in which they are interested, and submit the recommendations to the library. Additionally, faculty approved to search the GOBI database can be set up with search-only access to GOBI by the library’s GOBI administrator.

2. Ability to interface with third-party library systems

YBP has experience processing electronic orders from several third-party library systems including Evergreen, ExLibris, Innovative Interfaces Inc., Koha, SirsiDynix, Talis, TLC and VTLS. We also support basic services with many other integrated library systems that have a smaller number of installations within our customer base. YBP interfaces are designed to maximize the flow of library- and transaction-specific data as well as bibliographic data. Invoice data, electronic order confirmation records (EOCRs), shipping, cataloging records and other local data can be customized to meet local library and system requirements.

As always, we rely on input from our library customers to determine priorities for continuing development. We are currently talking with the developers of the emerging open source systems, to ensure that libraries' acquisitions and cataloging workflows with YBP and Baker & Taylor will be as efficient as possible.

3. Customization

a. For administrators

As noted above, the GOBI administrator's role is to create account logins and also assign ordering, selecting or exporting authorities for GOBI users. Administrators can also limit access to certain financial reporting available via GOBI. Otherwise the administrator has the same options for customization as other GOBI users described below.

b. For selectors

YBP will work with selectors to build customized templates that contain only relevant information for that selector. Templates allow users to pre-set selection and order details. With YBP's assistance, you can create templates on the Manage Templates screen in the Options menu. When creating a template, you can choose which location and/or fund code you want to use. If responsible for multiple funds or locations, you can create multiple templates. Then when ready to select or order, you can choose to apply the template to populate the fields with the appropriate information.

Within the named template you can choose whether to

- apply it to a designated sub-account
- assign a PO Number
- assign an existing fund code or create a new fund code
- provide additional local ID
- identify location
- enter additional order notes and local data
- enter selector's initials
- specify quantity

In addition, through the "preferences" menu users are able to personalize the way GOBI displays certain aspects of bibliographic records such as classification, pricing, and the level of detail in a record. Users are also able to save order and selection acknowledgements, set general cart preferences, and selecting and ordering preferences. Additionally, users can create and manage their own folders, order detail templates and peer groups.

As noted previously, GOBI users can create as many private or shared folders as required to store titles.

YBP stores library history for three (always building to four) years. This can be increased indefinitely with a holdings load at the time of GOBI's data purge, of which you will be notified in advance. Information stored can include local order ids, fund codes, classification scheme preference, and more.

4. Collection development tools

By its very nature and as described in detail in J.1. System Functionality, GOBI -- and the searching, sorting, selecting and reporting opportunities it offers -- is a robust collection development tool. For those unfamiliar with the database we offer one-on-one or small group training at the library and also tutorials on GOBI and collection development webinars. YBP can deliver interactive demonstrations to your desktop using online and audio conferencing software.

5. Reporting

Through GOBI's powerful and flexible report-writing tools, YBP library customers have continuous access to customizable real-time management reports. GOBI's reports allow you to query our database and customer transaction files and to organize the output to meet your administrative needs. GOBI reports can be output in pdf format, tab delimited or as *Microsoft Excel* spreadsheets, allowing you to easily manipulate them or use the data in other spreadsheets. The reports allow you to analyze collection development and expenditure patterns and support plans and predictions for the future.

Approval Activity Reports categorize and tally approval activity by subject (LC, NLM or Dewey classification), Library Fund Code, Publisher, Descriptive Parameter, Academic Level, or Series Title. Within each category, data are summarized to reflect all titles (print and electronic) profiled by YBP, titles profiled for your library, approval titles returned, title notification slips sent and returned as orders. Approval activity for your library can be reported, if you choose, for a single call range, for dates you specify, and for University Press or Trade Publishers, together or separately. For returns, the library has the option to include reasons in the Activity report, or you can run the separate Returned Approval Titles with additional sort/search options. Please see [Exhibit 5, Approval Activity by Subject Classification](#).

New Title Reports in GOBI provide the library with an opportunity to learn of titles profiled at YBP and their associated costs in a given time period, and to make comparisons with other periods. Please see http://www.ybp.com/title_reports.html for sample reports. These reports are available to you under the Reports tab by clicking on the New Title link under "Approval Reports," permitting you to organize the information by publisher instead of subject, for example, and to include or exclude publishers by type, e.g. trade or university press, and to include or exclude imported titles.

All Publishers in Your Approval Plan details the publisher base of an approval plan profile and can be modified at any time. (Please see [Exhibit 6](#).) A report detailing all publishers not in your approval plan is also available.

Approval Plan Profile explains the library's approval plan arrangement with YBP. Detailing the subject and non-subject portions of the library's profile, it operates with the Approval Plan Publisher Profile and should be considered in that context. (Please see [Exhibit 2J](#).)

Expenditure Reports show the number of books shipped to the library, number of books returned, and net expenditures for a specified date range. Expenditure Reports can be sorted by subject (LC, NLM or Dewey classification), fund code, publisher, or totals can be presented in a one-line summary. Please see a sample report in [Exhibit 7, Approval Expenditures by Subject Classification](#).

Open Order Report is a snapshot in real time of the library's open orders with a subtotal for not-yet-published titles and another subtotal for orders that have allocated. The report can be organized by sub-account, fund, or purchase order number, and there is also a summary option. Please see [Exhibit 8, Open Order by Sub-Account](#). If a title list is needed, users can go to the "Open Order" function under Reports on the Main Menu. Sorting results by library history will group the allocated titles so they're easy to view, print, save or email. Please see [Exhibit 9, Open Order Title List](#).

Library's Transaction History Reports. These are primarily available by searching within the GOBI database of the library's open orders, shipped or invoiced orders, and canceled orders, encompassing the most recent two to three years of the libraries transactions with YBP. Titles can be searched and reported by date, purchase order number, fund code, account number, invoice number, publisher, title, and ISBN. Please see [Exhibit 10, Shipped Approval Titles](#).

Standing Order Reports are available in GOBI using several sort options. Names of series that the library has on standing order are to be found in [Exhibit 11, Series Titles on Standing Order](#). You can search "Volumes Shipped" for a list of titles you received within a given series. Please see [Exhibit 12, Volumes Shipped](#). For books shipped to the library on any (or all) continuations sub-accounts, please see [Exhibit 13, Continuations Shipment Report](#). GOBI also provides volume history as a searchable option for continuations titles. Please see [Exhibit 14, Series Volume Information](#).

Peer Reports are an exciting feature that allows GOBI users to compare their activity to that of other YBP customers by creating their own customized group of peers. [Peer Comparison](#) allows you to create a list of titles purchased by a peer, but not by your library; or titles purchased by neither; or by both. [Peer Ranking](#) allows you to see in graph form the title-level view of a peer's activity and how your library ranks against other libraries, by titles acquired, for given parameters. Please note that library financial data is not accessible and that peer queries and reports are only run against title activity.

Consortial Reports within GOBI allow librarians at separate member institutions of a consortium to see instantly any activity between YBP and other members for any title or for a wider universe of titles you define. These reports permit you to access information about titles acquired or not acquired by the consortium, either in title-list form or in graphic form. By clicking on the [GobiTween](#) link within a title list, you can view consortium-wide activity for that title. Please see [Exhibit 15, GobiTween](#).

Your YBP representative is available to help interpret and analyze the data contained in GOBI management reports.

K. Set up and implementation

Describe the proposed implementation plan, including but not limited to:

1. Typical implementation timeline and proposed project plan
2. Institutional level staff roles necessary for implementation
3. Approximate number of staff hours, broken down by staff role, necessary for implementation
4. Contractor support during the implementation process
5. Best practice recommendations for implementations

YBP establishes an internal project team to ease the transition process for libraries. This team would include senior Collection Development specialists, our library technical services team, and others including your dedicated Customer Service Bibliographer as needed. Our approach is to work face-to-face with clients in designing a new profile or refining existing ones.

YBP would begin to address the following tasks immediately upon our selection as vendor:

- Schedule profile writing/revision for within 30 days of award notice.
- Determine optimal account structure; define publishers to be included, fund and location assignments and other collection criteria.
- Schedule GOBI training within 30 days of award notice.
- Request a list of standing orders to block or include on approval.
- Request a list of open orders (firm and notification slip) for trade titles with imprint dates of 2014 for blocking against approval.
- Request a list of recent approval receipts, e.g. a list of OPAC titles added in the last 12 months.
- Plan for a run of retrospective slips (four to eight weeks) to eliminate possible gaps in coverage.
- Begin to discuss requirements to support technical services workflow.
- Establish an effective date of coverage; that is, when is the previous vendor's final shipment, and when does YBP begin shipping?
- Within six months of implementation, or sooner as needed, return to the library to review the profile(s), analyze returns, and confer with selectors on the efficiency of the plan to date. We would make adjustments as necessary, then revisit again in another six months. After the first year, assuming the plan is working as expected, we would plan on annual visits.

When it comes to crafting a digital or print book collection development solution, YBP takes a unique and proven approach. First, we engage in a close dialogue with customers. This allows us through collaboration to develop a highly individualized subject profile based upon publisher coverage appropriate to the scope of a library's subject interests. We believe that the breadth of our publisher coverage as well as the flexibility of our subject profiling together allow libraries to establish and maintain subject profiles more predictable, precise, consistent, and responsive than other vendors are able to offer. Our internal approval plan and demand-driven systems are fully integrated with our firm order monographic and continuation services, so that libraries can be assured of tight duplication control, both within and across these service areas. Our duplication control combined with the precision of our profiling processes result in very low return rates for our approval customers. Many dozens of libraries, in fact, have taken advantage of this by opting

to receive shelf-ready books on their approval plan. Our technical services philosophy is the same as our approach to providing collection development and acquisitions tools. First, we listen to our customers. Then, we work closely with them to design services that bring new value to us all.

L. Training and Documentation

1. Describe available documentation for user support and system administration and provide copies for review if requested. Description of documentation should include type of documentation (e.g., HTML, PDF, or Excel documents) and whether freely available to all users or restricted to local library administrators.

YBP has considerable documentation for all our services and has included examples of these in the following exhibits: *Exhibit 1, How We Write Library Approval Plan Profiles at YBP*; *Exhibit 2, sample Library Profile*; *Exhibit 3, GOBI Subscription Options*; *Exhibit 4, YBP Technical Services*; and *Exhibit 18, YBP Spine Label Production*. Additional material is available freely to all users upon request for a specific service and its appropriate documentation e.g. *Ordering eBooks from YBP*.

2. Describe on-site training sessions taught by contractor personnel available to librarians and other staff at each VASCUPP institution. The contractor should specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.

YBP is committed to providing initial and ongoing training and support to assist library staff in implementing and utilizing YBP services. In the first year as an Approval Plan customer, your YBP representative will spend time to develop the approval plan library profile and to provide GOBI training. Within six months of the implementation we will review profile performance, analyze returns, confer with selectors on the efficiency of the plan, and suggest any profile modifications indicated. A YBP representative will visit again in another six months.

After the first year, assuming the approval plan is working as expected, we would plan on annual visits, or as often as necessary. During any of these visits, YBP will review the library profile and will also review firm order and continuations programs, and provide updates on technical services and future YBP developments. Above all, YBP will ensure the library staff of a closely working partnership aimed at achieving our mutual goals.

In addition, your dedicated customer service bibliographer will provide day-to-day support (e.g., ordering, invoicing, accounts receivable, claiming, customer file maintenance) from our Contoocook, New Hampshire, facility. As a contact for your daily needs, your bibliographer will respond to questions that may arise pertaining to orders, delivery, claims, renewals, invoices, or credits and assist you with custom management reports which you can run on-line on GOBI at any time.

GOBI training is presented in three sessions.

- The first session is a general one in which all the benefits of GOBI are introduced.
- The second session is on acquisitions, in which we cover how to search and order firm orders, how to order from title notification slips, and how to generate management reports.
- The final session is on collection development. We cover searching, viewing and selecting title notification slips. We also look at (books or) slips not sent by subject type and look at the library profile (MOA) online to determine why a (book or) slip was included or excluded in a shipment.

Our usual practice is to schedule one such visit for the sessions described, but special circumstances might indicate a second visit. The schedule would depend largely on your staff availability. Follow-up support is provided either by your dedicated customer service bibliographer who is available for over-the-phone assistance whenever needed; or by your YBP representative via email or phone during the first six months of the contract. GOBI is also supported by easy to use online help and tutorials.

Your YBP representative will provide complete GOBI training one-on-one or in small groups. This training is useful for ordering monographs and generating reports. GOBI also provides on-line tutorials and help screens. While GOBI is an intuitive service that can be easily understood by library personnel with minimal instruction, YBP has always firmly believed in providing our users with a variety of training tools and continuous support for the GOBI database. In addition to regular on-site training as the primary means of GOBI training support, YBP offers telephone and email support, on-line tutorials as well as specific, context-sensitive “help screens” across the entire database designed to ensure a productive user experience. We are also able to offer online webinars at a customer’s convenience.

3. Describe online training sessions taught by contractor personnel available to librarians and other staff at VASCUPP institutions. The contractor should specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.

Customer service and technical support are located in New Hampshire, and are available daily from 8 a.m. to 5 p.m., Eastern Time. Useful technical documentation and updates are posted regularly on GOBI and on our website at www.ybp.com.

We are pleased to offer free web-based online webinars where, through web and audio conferencing software, YBP can deliver interactive demonstrations to your desktop, led by our Sales and Customer Service staff. Sessions can be structured for broad appeal or tailored to a specific library's or consortium's circumstances. Recent topics covered include GOBI Administration, Demand-Driven Acquisitions (DDA), GOBI Acquisitions, GOBI Collection Development, GOBI Reports, Integrated P/E Approval Plans, Ordering eContent through YBP, Consortial Tools, Awards Plans, RUSH2 and Continuations. Please see http://www.ybp.com/online_training.html.

Additional onsite training and online webinars will be offered upon request. Many of our online webinars are aimed at providing customers with training and consultation for system upgrades and enhancements. This includes, for example, several recent webinars for YBP's Demand Driven Acquisitions (DDA) program. Webinars are scheduled until all interested customers have been able to attend an online session. To suggest a topic or to schedule a customized training session, please contact YBP at sales@ybp.com.

M. Trial and Samples

1. The Contractor shall provide VASCUPP members trial access to applicable systems.

GOBI can be found at www.gobi3.com. For free trial access to GOBI through January 10, 2014, we have set a logon for VASCUPP member libraries. Please use Base Account: **8466**, Username: **VASCUPP**, Password: **gobitry**. This logon can be shared by all interested VASCUPP member

library staff during the trial. Please note that under normal (non-trial) circumstances, we would assign your base account, username/password to one person as the library administrator, and the administrator would set up other users in the library with their own access and functions.

While we suggest you use the convenient on-line tutorials for immediate assistance, for any questions you may also contact GOBI Project Manager Alice Platt at 800-258-3774, extension 3279 or by email at aplatt@ybp.com; or Customer Service Bibliographers Jeff McGlashan, at extension 3188, or Krystal Katsouleris at extension 3319. We provide Jeff's and Krystal's email addresses above, section I.1.

2. The Contractor shall provide samples of the following:

a. Packing slip

Please see *Exhibit 16, Sample Packing Slip*.

b. Invoice

Please see *Exhibit 17, Sample Invoice*

c. MARC record file

Please see *Exhibit 19, Sample MARC Record File*.

d. Spine label

Please see *Exhibit 18, YBP Spine Label Production*.

X. PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs, including but not limited to:

1. For Print or Tangible Materials

- a. Provide the discount structure from the publisher's list price. Include any across-the-board discounts that would apply to all types of materials in all subject areas. The publisher's list price should not be marked up in order to give a discount. The proposed discount shall be firm for the entire period of the contract, and through any subsequent renewal periods.

We have provided a description of YBP's pricing structure with discounts above, IV.G.1. These discounts apply to materials in all subject areas with distinct print/digital pricing provided. YBP does not mark up publisher's list price and YBP will provide any publisher invoices that you request. The proposed discounts will be firm for the entire period of the contract and through any subsequent renewal periods.

- b. Provide the method for computing discounts and/or service charges for the types of publishers, and material types.

When we negotiate a discount, we consider many factors:

- The size of the financial commitment the library is making.
- The mix and types of materials covered in the program. For example, we look at the percentage of the material that will be from mainstream publishers and what percentage will be from peripheral or esoteric presses (e.g., small presses, associations, societies, university departments, etc.). This “mix/type” consideration is more important than the financial commitment.
- The relationship that will exist between the library and YBP.

Based upon anticipated sales volumes per annum and a mix of materials appropriate for VASCUPP member libraries and other public body, public or private health or educational institutions or lead issuing institution’s affiliated corporations that may choose to participate in a resulting contract, YBP is pleased to offer tiered discounts where “combined sales” applies to individual library discounts.

c. Provide a listing of any applicable charges for shipping and handling.

Free weekly regular shipping to an institution library will be provided based on annual expenditures at that institution over \$30,000. YBP pays shipping for RUSH2 ground delivery. Library pays shipping for RUSH2 next-day or second-day delivery. As carrier costs have continued to rise we have instituted a transportation surcharge of 0.25 % (one-quarter of one percent) of the book invoice (excluding cataloging and processing fees as well as electronic content), effective March 15, 2009. The maximum surcharge is \$25.00 per invoice. We will continue to evaluate this policy based on the various market conditions.

d. Provide the charge per volume for binding services, if available, as well as the expected percentage of items received each year that will require rebinding.

Simultaneous paper editions occur on about 15% of titles profiled annually. The charge per volume for binding services can be found in [Exhibit 4, YBP Technical Services Price List](#). Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP. Pricing will be based on the YBP Price Lists in effect at the time of invoice.

e. Provide cost per title for any services available for supplying MARC records at the point of request and/or with shipment.

There are several options available to VASCUPP member libraries for MARC records as described above, IV. H. 1. Please see [Exhibit 4, YBP Technical Services Price List](#) for more detail about these services and their pricing. Please note that Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP.

f. Provide cost per title for processing services such as security strip placement, spine label production and placement, and property stamps.

The charge per volume for processing services can be found in [Exhibit 4, YBP Technical Services Price List](#). Please note up to four processing services per volume are covered by a minimum

charge. Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced in the spring and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP. Pricing will be based on the YBP Price Lists in effect at the time of invoice.

- g. Provide the average discounted selling price per volume for the last twelve (12) months and project the average cost per monograph to be supplied in the next fiscal year. Separate average costs per volume should be provided for each of the broad subject categories.

The average discounted selling price for approval titles purchased by VASCUPP member libraries from YBP in the last 12 months was \$73.88, with an average US approval discount of 15%. The average discount reflects some titles sold at list price and others sold at list price plus service fee as well as some paper-preferred editions (as described in IV. G. 1.), and can be compared to the approval discounts *offered/contracted* to individual VASCUPP institutions (ranging from 17% to 19.6% (cloth) and 5% to 10% (paper) during that same time period).

Each year librarians ask YBP for a forecast of the inflation rate of book prices. We do our best to consider our historical data, collect insight from buyers and publishers, and review general economic data when developing our forecast. Additional information about average book pricing may be found on our web site at http://www.ybp.com/book_price_update.html.

New Title Reports in GOBI provide the library with an opportunity to learn of titles profiled at YBP and their associated costs in a given time period, and to make comparisons with other periods. Please see http://www.ybp.com/title_reports.html for sample reports. These reports are available to you under the “Approval” tab on GOBI by clicking on the New Title Reports link, permitting you to organize the information by publisher instead of subject, for example, and to include or exclude publishers by type, e.g. trade or university press, and to include or exclude imported titles.) For each of the broad subject (LC class) categories in the most recent (FY13) New Title Reports, average costs of profiled titles at YBP were as follows.

LC class	Average cost
A	\$101.18
B	\$75.44
C	\$81.72
D	\$74.30
E	\$58.38
F	\$42.85
G	\$76.76
H	\$93.13
J	\$94.84
K	\$123.11
L	\$85.13
M	\$62.89
N	\$60.77
P	\$52.21
Q	\$119.71
R	\$113.34

S	\$83.07
T	\$113.00
U	\$68.14
V	\$66.30
Z	\$76.28

h. Provide any additional charges for special services such as rush orders.

There are no additional charges for rush orders unless the library chooses to have those orders shipped next-day or second-day. Please refer to IV.G.1. where we note that YBP offers free ground shipping for rush orders in addition to a modest discount.

2. For eBooks

a. Explain volume discounts for providing access to multiple resources. State opportunities for increasing volume discounts.

As noted above (section IV.G.1.), YBP sells ebooks at aggregator/publisher list price and without service fee. Any volume discount would be at the option of the aggregator(s)/publisher(s) the library selects. Whenever possible, YBP will match publisher discount offerings in regards to specially discounted packages, deeply discounted print books in combination with ebooks, and the like.

b. Explain the pricing structure for single vs. multi-user licenses.

YBP will work with our aggregator and publisher partners to secure the most mutually satisfactory, financially sustainable and user-friendly license terms for all parties. Each aggregator and publisher has a standard license for access to material on their hosting platform. These licenses are available through the aggregator/publisher directly. The standard license may be modified to accommodate a VASCUPP member library

YBP provides access for content through three major aggregators and direct from a growing number of publishers as mentioned above. Each of these parties has license limits on such factors as simultaneous users, interlibrary loan, course management systems, and reserves and strategies for perpetual access and preservation. We have worked successfully with all of these parties to ensure the best possible terms for our current customers in individual libraries and consortia.

c. If the product is subscription based, specify the number of years the service will be provided at the initial price.

This is dependent on your choice of aggregator(s)/publisher(s).

d. List any platform fees for accessing purchased titles.

YBP does not set hosting or platform fees, but we will invoice for those fees as determined by the ebook provider. A signed license agreement may be required by specific ebook publishers or aggregators before a library order can be filled.

- e. Provide information on any added fees for supplying MARC records or other metadata records.

YBP can provide cataloging records to integrate into your library system. In most cases, records are supplied by the econtent provider at no charge (e.g. Oxford Scholarship Online), but YBP has also developed a more comprehensive fee-based ebook cataloging service to accommodate library's local customization and data requirements, including customer-specific URLs. Additionally, bibliographic records for electronic books are available via OCLC WorldCat Cataloging Partners (PromptCat) service. Please see [Exhibit 4, YBP Technical Services Price List](#).

- f. Outline pricing model(s) for any DDA or PDA program such as short term loans, simultaneous users, etc.

YBP's annual fee for ebook DDA will be defined upon discussion with the library and based on your customized ebook DDA needs.

- g. Outline pricing for service options for alumni access to content.

YBP sells ebooks directly to libraries but not to library patrons such as alumni.

- 3. Describe any other discounts or pricing benefits which would be made available to VASCUPP institutions.

Not applicable.

- 4. Describe any possible options that allow individual higher education institutions to purchase additional services which may be included as part of the contract.

As noted above (sections IV.G.1. and X.1.b.), YBP is pleased to offer tiered discounts where "combined sales" applies to individual higher education institution libraries interested in doing business with YBP. This permits individual institutions to take advantage of YBP services at a level of discount appropriate to their level of need.

- 5. List any added fees associated with training costs, including but not limited to, travel costs, etc.

YBP does not add fees for training costs at this time.

- 6. List any additional costs or fee-based services associated with print or electronic monographs such as license management, database surcharges, custom reports, enhancements, etc.

Please refer to section IV.G.1 where we identify the costs for optional GOBI subscriptions beyond the core GOBI available to customers at no charge. Beyond the reports available to you directly on GOBI, we would be pleased to discuss your special/customized reporting needs. Generally, we can provide a library any report about monographic ordering upon request. Unless the request requires YBP development time, we will provide customized reports at no additional charge. Prices for reports that require YBP development will be quoted as specified.

7. Specify any additional discounts available for early payment of invoices (e.g., 1% Net 15/30).

YBP terms are net 30 to qualified buyers. We do not offer additional discount for early payment of invoices. Libraries can increase their effective net discount with YBP by placing money on deposit and receiving interest. YBP accepts deposits of any amount. Interest credits will be earned, however, only when the average monthly balance in the account for the month is equal to or exceeds \$10,000. Interest is earned based upon the average monthly balance in the account and an interest factor pegged to the rate on the three-month certificates of deposit (CDs) as quoted by BanxQuote's National Average for three-month CDs of \$90,000 or less on the last day of the month. When the average monthly balance for a month dips below \$10,000, interest credits are no longer applied.

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution.

From September 1, 2012 through August 31, 2013, YBP recorded the following sales across all services with listed VASCUPP Member Institutions (libraries):

College of William and Mary	\$299,923
George Mason University	\$1,722,793
James Madison University	\$44,651
Old Dominion University	\$351,137
Radford University	\$972,062
University of Virginia	\$16,563
Virginia Commonwealth University	\$1,749,870
Virginia Military Institute	\$28,666
Virginia Polytechnic Institute	\$1,484,409
Grand Total	\$6,670,075

In Conclusion

An Academic Bookseller. In business for more than 40 years, YBP Library Services is a bookseller specializing in service to academic and research libraries. YBP has supplied books to academic, research and public libraries since 1971; we have offered Approval Plans since 1974 and standing orders for more than 20 years. We first began offering ebooks in 2006 and today, compared with other electronic book providers, offer the greatest number of titles and choice of aggregators including ebrary, EBL and EBSCOhost.

Financial and Strategic Strength. In 1999, YBP merged with Baker & Taylor and now proudly operates as the academic division of Baker & Taylor, the largest information distributor in the world with nearly 200 years experience. In December 2009 Baker & Taylor acquired Blackwell Book Services North America (BNA) and Blackwell's Australia-based James Bennett bookseller. Baker & Taylor's 2003 acquisition of J. A. Majors, the leading provider of medical approval services, also complements current YBP coverage of academic publishers. These changes allow the expanded U.S.-based YBP Library Services to better meet the rapidly evolving information and workflow needs of academic libraries around the globe for years to come – offering a shared commitment to service through partnerships with libraries, consortia and suppliers, coupled with outstanding reputations for professionalism, knowledge and integrity. By bringing together the world's most respected and trusted academic and research library

service providers and combining mutual best practices, the companies can provide a superior level of customer service never before possible.

Our parent company Baker & Taylor offers a strong financial underpinning and access to additional resources as needed. YBP's relationship with Baker & Taylor affords numerous opportunities for collaboration, including four additional state-of-the-art distribution facilities that we can pull inventory from in order to provide unparalleled firm order service.

Our latest developments and ongoing projects include:

- Demand-driven acquisition purchasing models of both print and digital content
- eContent development with our partners EBL, ebrary and EBSCOhost, fully integrated with print
- Innovative collecting strategies for publisher-based content such as Wiley and Cambridge
- Standing orders in electronic format
- Consortial coordination to control collecting of electronic and print content in individual libraries and across consortia
- Customized MARC records for econtent including publisher packages
- Ground-breaking OCLC workflow integration
- New YBP MARC Enrichment Service (formerly Blackwell's table of contents record service)
- Enhanced ILS integration
- Ongoing GOBI® database development, particularly regarding econtent and consortia
- YBP Marketplace is a fast and convenient way for libraries in the United States, Canada, Australia, New Zealand and Hong Kong to purchase out-of-print titles needed for their patrons (soon available worldwide)
- Print on Demand (POD) services
- Downloadable audio-visual materials

YBP has more than 2800 active customer libraries today. We support library consortia collecting in both print and digital formats around the world such as OhioLINK (Ohio Library and Information Network) (since 1998), Five Colleges, Inc. (Massachusetts), Tri-College Library Consortium (Pennsylvania), CARLI (Consortium of Academic and Research Libraries in Illinois), MOBIUS (Missouri), the ORBIS Cascade Alliance (Oregon, Washington and Idaho) – all in the United States; HKMAC (Hong Kong Monograph Acquisitions Consortium) in Asia; and ARLAC (Academic and Research Libraries Acquisitions Consortium) in Australia, representing nearly 400 libraries. We are known for innovation in integrating econtent with traditional print materials, technical development and support, effective approval methodology, excellent customer service and fair pricing. Our staff, always ready to assist you, includes many experienced librarians. Compared with other academic vendors, YBP offers the broadest publisher coverage, most extensive inventory, and the most flexible approval plan profiles for libraries.

Partnership. YBP approaches customers as partners, working closely with each. This move beyond the traditional arms-length, vendor-client relationship has earned goodwill among our customers because we have developed products and services specific to the needs of academic libraries.

YBP's VASCUPP Team. If we are the vendor of choice, a YBP team will support VASCUPP member libraries. We have introduced the team above, section IV. I. Customer Service. This includes Collection Development Managers Marifran Bustion and Hannah Bucholz; Inside Sales Representative Audry Bresette; and Customer Service Bibliographers Jeff McGlashan and Krystal Katsouleris.

Other Key People. Among YBP's 350 employees, those others in key roles whose expertise could prove useful to you are the following:

Alison Roth, *Director of Sales, Eastern U.S.*, brings to YBP a wealth of library and sales/service experience as a result of her background working for all three sides of the “Information Triangle”: library, publisher and vendor. Prior to joining YBP in 2008, Alison was Senior Regional Sales Manager for Library/Consortia covering the Northeast U.S. for SAGE Publications. Before joining SAGE, she had worked as a sales manager for Swets Information Services and The Faxon Company. At Faxon Alison also held the position of Customer Service Manager. She holds a Masters of Library Science Degree (MLS) and worked in both public libraries and consortia in Connecticut prior to joining Faxon. Alison has a long history of library industry involvement including on the NASIG Board as a Member-at-Large through June 2008. Alison has written numerous articles for “Serials Review,” “Library Technical Services” and the “Charleston Conference Proceedings”; and has participated as a speaker and panelist at NASIG, the Charleston Conference and numerous regional library workshops.

John Elliott, *Vice President, U.S. Sales*, joined YBP in 2004. Prior to that, he was Opening Day Collection Specialist (West) for Baker and Taylor’s School Library sales division and had served in B&T’s school division since January, 2002. Prior to B&T, John was the Regional Sales Manager (West) for Ingenta’s Library Services division. Previously, John held senior marketing and sales positions with TheScientificWorld.com (Director of Partner Marketing) and increasingly responsible positions with Academic Press from 1994 to 2001. Among his key positions at Academic Press were Senior Sales and Marketing Manager for Physical and Applied Science Works, Marketing Manager (Online Products and Major Reference Works), Product Manager (Biomedical Sciences), and Copywriter (Physical, Engineering and Computer Sciences.) John is a graduate of San Diego State University (BA in Journalism, Public Relations and Education) and has also earned an MBA Certificate from Tulane University.

Mark Kendall, *Senior Vice President*, joined YBP in 1995. Mark has more than 20 years of experience serving the needs of libraries. In addition to YBP, he has held key positions at several scholarly publishers and information aggregators including Executive Director of Library and Consortia Sales for SAGE Publications and Vice President of Library Services for Ingenta. A member of ALA, Mark has held key management positions in both Sales and Customer Service. He holds a B.A. in History from St. Michael's College (VT).

Deb Silverman, *New Business Development Manager, Library Technical Services (US and Canada)*, can assist you with integrated library system workflow-related issues. Deb has worked in a variety of technical services environments, in academic libraries, public libraries, and specialized libraries. Before joining YBP in 2012, she was manager of Technical Services for North America for Coutts Information Services where her responsibilities covered all MARC products and services as well as Ingram Digital’s MyiLibrary. Prior to joining Coutts, Deb was Associate Director for Resource Management for the University of Pittsburgh Health Sciences Library System. She has also held positions as Catalog Librarian for the Carnegie Library of Pittsburgh, Acquisitions Librarian and Head of Copy Cataloging for the University of Pittsburgh. Deb earned her bachelor’s degree in Linguistics and Spanish Literature from the State University of New York at Albany. She has a Master of Library Science degree from the University of Pittsburgh.

Steven Sutton, *Senior Manager of Digital Sales (Eastern U.S. and Canada)*, is a graduate of Eastern Connecticut State College and was Library Services Sales Manager (East Coast) for Alibris immediately prior to joining YBP in 2002. Steven also has key management experience with NetLibrary, Blackwell North America and On Demand Books.

Hester Campbell, *Vice President, Customer Service and Product Integration*, provides oversight of YBP’s service quality. She was recently YBP’s GOBI Product Manager and before that a Customer Service Bibliographer. Prior to joining YBP in 1996, Hester served as Assistant Director for the Academy

of Applied Science's Center for Education and Development in Concord, New Hampshire. Hester has also worked as a consultant to libraries with R2 Consulting LLC. Hester holds a Masters' degree from Antioch New England Graduate School and a B.A. from the University of Pennsylvania.

Michael Zeoli, *Vice President, Strategic eContent Development and Partner Relations*, has held various positions at YBP since 1996 including Customer Service Bibliographer, Collection Development Manager, Consortia Manager and, most recently, Director of Sales for Canada. He has also been the Director of Content Product Management at ebrary, a Silicon Valley eBook platform provider and aggregator. Michael holds Master's degrees from Middlebury College and Harvard University, and spent five years at the University of Chicago working towards a Ph.D. in Italian literature. Prior to joining YBP in 1996, he worked in the Acquisitions Department in the Regenstein Library at the University of Chicago.

Joshua Winant, *Collection Management Services Manager*, manages YBP's Approval and Continuations Services, which includes monitoring more than 48,000 active series titles for our customers, as well as overseeing the work of our approval bibliographers' book-in-hand profiling, and taking an active role in developing our internal eContent processes. Joshua holds a B.S. degree in Natural Resource Planning from Humboldt State University. He has worked for academic book jobbers since 1987 and YBP since 1997. Before joining YBP, Joshua was the Operations Manager at Starkmann Inc., a London-based wholesaler to universities, and was responsible for maintaining their standing orders. He is a member of NASIG and regularly attends and occasionally delivers papers at library conferences.

Nicki Carter, *National Manager, Medical Library Sales*, joined Majors Scientific Books in 1989 as Accounts Payable Specialist in the Journals Division after serving in school and public libraries for six years. In early 1998, Nicki moved into Library Services as a Profiler and was promoted to Approval Plan Manager in December 1998 and Manager of Library Services in 2001. In 2002, Nicki was promoted to Director of Library Services and in September 2004 was given the added responsibility of Majors' Inside Sales. When Baker & Taylor acquired Majors, Nicki moved into the sales department as Director of Medical Library Sales. Soon after this, she joined Majors' sister company, YBP Library Services and her title changed to Manager of Medical Library Sales. In November 2008, Nicki was promoted to National Manager, Medical Library Sales. Nicki is editor of "The Majors Report" available in hard copy and she chooses titles to be designated as "Nicki's Picks" for Medical Selections in *Academia*, YBP's online newsletter for librarians, publishers, and vendors.

Distinguishing Factors. YBP can be distinguished from other vendors in the marketplace in the following ways:

- Comprehensive, accurate and flexible print and electronic Approval Plans including the option of integrated print and ebook approval plan service
- More than 90,000 unique titles profiled annually (YBP-US and YBP-UK combined), substantially surpassing other vendors' output by thousands of titles
- Book-in-hand profiling with sophisticated computer support
- Customized retrospective project capabilities
- Notification slips for titles not sent as automatic books on approval
- Notification slips for ebooks from multiple vendors including ebrary, EBSCOhost and EBL
- Demand-driven acquisition purchasing (DDA) with YBP profiles serving as the basis for identifying titles that will be loaded into your consideration pool
- Seamless addition of ebooks into collection development and technical services workflow
- Continued investment and support of YBP MARC Enrichment Service
- Experience meeting the needs of consortia, since 1998, in their unique acquisitions and collection development requirements.

- Internet access to GOBI, YBP's newly-enhanced 10.0-million-record title database and acquisitions and collection development tool
- More than 60,000 Spanish-language titles in GOBI
- More than 48,000 active series titles as standing orders (continuations)
- Firm orders available from more than 40,000 English-language publishers worldwide
- Next- or second-day Rush services available through GOBI for in-stock items throughout B&T's entire distribution network,
- Access to most extensive inventory (592,000 unique titles) of any scholarly bookseller
- More than 11 million items in stock for rapid fulfillment
- Duplication control across the entire range of library sub-accounts in place with YBP
- Print on Demand via TextStream and SCI
- Newly-enhanced out-of-print book service called OP Choice
- Baker & Taylor's strategic partnership with ebrary, announced in 2009, broadens the ebrary services available to YBP customers. This agreement offers many advantages to worldwide YBP/ebrary customers and partners, including
 - Exclusive YBP-developed econtent and packages, powered by the ebrary platform
 - Academic Complete, a core collection of high quality ebooks for academic libraries
- Strategic agreement between our parent company Baker & Taylor and LibreDigital, our digital rights management (DRM) solution
- On-line-only versions of many reference materials including Gale, SAGE and Springer ebooks
- Exclusive relationship with Gale for the supply of the highly respected Gale Virtual Reference Library (GVRL) ebook collection
- Deep coverage of British books
- World English title notification slip coverage of more than 110 publishers from 14 countries including Australia, New Zealand, Germany and the Netherlands
- Medical and legal bibliographic expertise
- Leading vendor in systems integration and technical innovation coupled with keen understanding of library workflows
- Leading supplier to ARL and other large academic libraries
- Physical processing and cataloging, including pass-through to OCLC WorldCat Cataloging Partners (PromptCat)
- Ground-breaking unique relationship with OCLC – YBP's OCLC Plus service integrating the OCLC number into the acquisitions workflow at point of order and beyond
- Customer service: responsive, attentive and always focused on customer needs
- Track record of continued quality and innovation based on evolving needs of our customers.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 42 Months 6

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
The College of New Jersey	More than 10 years	TCNJ Library 2000 Pennington Road Ewing, NJ 08628	Forrest Link, Acquisitions Librarian 609-771-2412
University of Richmond	More than 20 years	Boatwright Library 28 Westhampton Way Richmond, VA 23173	Anna Creech, Head, Resource Acquisition and Delivery 804-289-8457
University of Maryland	3 years	McKeldin Library College Park, MD 20742	Gerri Foudy, Manager of Collections 301-405-9028
University of North Carolina	More than 35 years	Davis Library Chapel Hill, NC 27514-8890	Stephen Brooks, Head of Monographic Services 919-962-1120
University of Iowa	8 years	Main Library Iowa City, IA 52242-1420	Michael Wright, Head, Rapid Access Unit 319-335-6360

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Yankee Book Peddler Inc. dba YBP Library Services

999 Maple Street

Contoocook, NH 03229

3. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [x] NO

IF YES, EXPLAIN: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: YBP Library Services **Preparer Name:** Alice Perry

Date: 9/17/13

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes No x

If yes, certification number: Certification date:

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business

Enterprise? Yes No x

If yes, certification number: Certification date:

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business

Enterprise? Yes No x

If yes, certification number: Certification date:

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmb.virginia.gov (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

Procurement Name and Number: RFP #AME-743 – Monographic Services
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

Offeror / Proposer:
 YBP Library Services
 Firm

999 Maple Street, Contoocook, NH 03229
 Address

Contact Person/No. Alice Perry 800-258-3774 x3194

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)
Please see below				

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

Supplier diversity depends on the titles YBP customers choose to purchase. Nonetheless, our publisher list serves to indicate we are open to supplier diversity. Among the publishers we work with are many small businesses, and women-owned and minority-owned businesses.

We are limited in increasing business with SWAM firms to the extent that the VASCUPP member institutions tailor book purchases to come from publishers that fall in those categories. If titles of interest and importance to the Libraries' collections are published by Virginia-certified SWAM firms we are very pleased to do business with those firms. We can assist the University by supplying title lists based on publication by SWAM-identified publishers.



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

Request for Proposal

RFP AME-743

Monographic Services

August 29, 2013

REQUEST FOR PROPOSAL
RFP # AME-743

Title: Monographic Services

Issuing Agency: *Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Bldg.
First Floor, Suite 1023
Harrisonburg, VA 22807*

Period of Contract: From Date of Award Through Three Years (Renewable)

Sealed Proposals Will Be Received Until 2:30 p.m. on October 10, 2013 For Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information and Clarification Should Be Directed To: AMANDA ECHTERLING,
VCO, Buyer Senior Procurement Services, echteram@jmu.edu, 540/568-3133 not later than five business
days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ATTACHMENTS A AND B SHALL BE RETURNED.

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Phone: _____

Fax #:

Email:

☐ YES; ☐ NO; *IF YES* $\Rightarrow \Rightarrow$ ☐ SMALL; ☐ WOMAN; ☐ MINORITY *IF MINORITY:* ☐ AA; ☐ HA; ☐ AsA; ☐ NW

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

REQUEST FOR PROPOSAL

RFP # AME-743

TABLE OF CONTENTS

I. PURPOSE	Page	1
II. BACKGROUND	Page	1 – 2
III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION	Page	2
IV. STATEMENT OF NEEDS	Pages	2 – 6
V. PROPOSAL PREPARATION AND SUBMISSION	Pages	6 – 9
VI. EVALUATION AND AWARD CRITERIA.....	Pages	9
VII. GENERAL TERMS AND CONDITIONS.....	Pages	9 – 16
VIII. SPECIAL TERMS AND CONDITIONS	Pages	16 – 20
IX. METHOD OF PAYMENT	Page	20
X. PRICING SCHEDULE.....	Pages	20 – 22
XI. ATTACHMENTS	Page	22

[A.](#) Offeror Data Sheet

[B.](#) SWaM Utilization Plan

[C.](#) Sample of Standard Contract

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract through competitive negotiations to provide in-print monographs, continuations, approval plans, demand driven acquisition plans and related services for higher education institutions of the Commonwealth of Virginia. Initial contract shall be for three (3) years with an option to renew for two (2) additional three-year periods.

II. BACKGROUND

The Virginia Association of State College and University Purchasing Professionals (VASCUPP) is an association of nine (9) public higher education member institutions. One initiative of VASCUPP is to identify cooperative procurement opportunities and through competitive negotiations subsequently establish contracts in accordance with the Code of Virginia and the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. All VASCUPP members enjoy the benefits derived from increased economies of scale, resulting in lower prices and reduced administrative cost and effort. This solicitation is issued and will be negotiated on behalf of all VASCUPP member institutions. James Madison University is serving as the lead institution and signatory on this solicitation and any resulting award(s). The following paragraphs provide background information on the VASCUPP institutions leading this solicitation.

James Madison University (JMU) is a comprehensive university in Harrisonburg, Virginia that is part of the statewide system of public higher education in the Commonwealth. The university offers programs on the bachelor's, master's and doctoral levels with its primary emphasis on the undergraduate student. JMU's current enrollment is approximately 20,000 full and part-time students. The University employs approximately 2,900 full-time and part-time faculty and staff. Currently, JMU purchases tangible and print monographs through both firm order and approval plans. JMU has implemented a DDA ebook program in the past, but does not currently have a local DDA program in place.

George Mason University (GMU) an Institution of Higher Education of the Commonwealth of Virginia is a state supported comprehensive University with an estimated enrollment of over 32,000 students. The GMU Libraries has locations on the main campus in Fairfax, and on the Arlington and Prince William campuses. The collection consists of over 800,000 volumes and 4,500 periodical titles.

Old Dominion University (ODU) is a state-supported metropolitan public research institution located in Norfolk, Virginia. The University offers 163 degree programs. Of these, 66 are Bachelor programs, 56 are Master programs, 41 are Doctoral programs, and two are Educational Specialist degrees. Total enrollment is 24,466. Students attend both full and part time, on and off campus. The University employs approximately 1,224 faculty members. ODU has three approval plans: a combination print and electronic preferred book plan; a second for Art print titles; and a third for Music scores. ODU implemented a local DDA eBook program in August 2012.

The University of Virginia (UVA) is a comprehensive university in Charlottesville, Virginia. The 21,000 plus students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. UVA currently has over 12,000 permanent University faculty and staff that are committed to serving both the local and national community. UVA also has approval plans for both print and electronic materials.

Virginia Commonwealth University (VCU) enrolls over 32,000 students and is classified by Carnegie as Research University (very high research activity). VCU offers 41 doctoral, 74 master's, 3 professional, and

64 baccalaureate degree programs. Sponsored research funding totals over \$260 million. Libraries at VCU--the James Branch Cabell Library on the Monroe Park Campus and the Tompkins-McCaw Library for the Health Sciences on the MCV campus--employ 51 professionals and 90 support staff. VCU Libraries is a Resource Library in the National Network of Libraries of Medicine and a member of the Association of Southeastern Research Libraries, SPARC, CNI, BioMed Central, and the Virtual Library of Virginia. The Libraries purchases monographs through several approval plans (general academic, health sciences, art exhibition catalogs, scores, and foreign language plans) and by firm order. A sizable number of monographs purchased each year are ebooks, either selected as individual titles or acquired through packages.

Virginia Polytechnic Institute and State University, or Virginia Tech (VT), is a public land-grant, sea-grant, and space-grant university with the main campus in Blacksburg, Virginia. VT has the largest number of degree offerings in Virginia, enrolling over 31,000 on- and off-campus students taught by 1400 faculty. The largest part of VT's approval plan is e-only; there is currently a Humanities & Social Sciences DDA program in place designed to complement the STEM-H VIVA DDA program. VT also plans to create a supplemental STEM-H DDA program that will include publishers not participating in the VIVA DDA program.

The College of William and Mary (W&M) is a medium sized doctoral institution and part of the Commonwealth of Virginia higher education system of colleges and universities. Although William and Mary is primarily an undergraduate institution, our 8,258 students are also involved in doctoral programs (strong programs in History and Physics), a business school, a law school, and the Virginia Institute of Marine Science. There are 2,790 full and part-time faculty and staff to support the curricular mission of the college. Present purchasing plans for materials at William and Mary are a print approval plan, a PDA ebook plan, and purchases of books and ebooks upon request by faculty, librarians, and students.

Additionally, all VASCUPP member institutions are members of the library consortium the Virtual Library of Virginia (VIVA). In FY13, VIVA contracted with EBL, now ProQuest, LLC, for a consortial DDA ebook program focused in the Science, Technology, Engineering and Mathematics (STEM) subject areas. VIVA has also purchased or leased a number of additional publisher ebook packages to which the member institutions have access.

III. SMALL, WOMAN-OWNED AND MINORITY (SWAM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The Contractor shall describe in detail your approach to each of the following items.

A. Scope of Service

Describe the services being offered, including but not limited to:

1. Firm orders on a one-time basis

2. Approval orders according to profiles established by each institution
3. Standing orders
 - a. Numbered monographic series
 - b. Unnumbered monographic series
 - c. Volume sets issued over a period of time
4. Rush orders
5. Demand-Driven or Patron-Driven

B. Materials covered

Describe the materials being offered, including but not limited to:

1. Format
 - a. Print
 - 1) Cloth
 - 2) Paper
 - b. Electronic
 - 1) Single user
 - 2) Multiple users
 - 3) Licensing
 - 4) Notification of access
 - c. Media
 - 1) DVD
 - 2) CD
 - 3) Streaming
 - a) Local
 - b) Hosted
2. Subject coverage
3. Geographic area

4. Language
5. Publisher type

C. Ordering

1. Describe all possible methods and workflows available for selection and ordering of materials, i.e., through vendor system, upload or Edifact transfer of orders from library system, etc.

D. Fulfillment and Delivery

Describe possible mechanisms and workflows available for fulfillment of orders and delivery of materials, including:

1. Fulfillment Rates
 - a. Percentage of orders filled
 - b. Average delivery time
2. Shipping method
3. Packaging
 - a. Packaging method and materials
 - b. Ability to limit weight and size of boxes
 - c. Packing slips
4. Ability to tailor shipments to individual institution needs

E. Claims & Cancellations

1. Describe all possible methods and workflows available for claiming of materials (through vendor system, via email, vendor-initiated, etc.). Include proposed timelines for claim notifications and cancellations, both vendor and library initiated.

F. Returns

1. Detail the contractor's return policy.

G. Invoicing & Payment

Describe the services being offered, including but not limited to:

1. Discounts
2. Postage and Handling
3. Invoice Delivery Methods

4. Payment Methods
5. Ability to tailor invoices to individual institution needs

H. Additional Services

Describe the services being offered, including but not limited to:

1. Cataloging
2. Shelf-ready

I. Customer Service

1. Describe the availability and experience of staff designated to respond to customer service inquiries. Include average timelines and mechanisms for responding to inquiries.

J. Vendor Catalog and Order System

Describe the services being offered, including but not limited to:

1. System Functionality
 - a. Searching
 - b. Requests
 - 1) Selectors/liaison librarians
 - 2) Academic faculty
 - a) Order Placement
 - b) Methods for authenticating users (i.e., user name/password, LDAP, Shibboleth)
2. Ability to interface with third-party library systems
3. Customization
 - a. For administrators
 - b. For selectors
4. Collection development tools
5. Reporting

K. Set up and implementation

Describe the proposed implementation plan, including but not limited to:

1. Typical implementation timeline and proposed project plan
2. Institutional level staff roles necessary for implementation
3. Approximate number of staff hours, broken down by staff role, necessary for implementation
4. Contractor support during the implementation process
5. Best practice recommendations for implementations

L. Training and Documentation

1. Describe available documentation for user support and system administration and provide copies for review if requested. Description of documentation should include type of documentation (e.g., HTML, PDF, or Excel documents) and whether freely available to all users or restricted to local library administrators.
2. Describe on-site training sessions taught by contractor personnel available to librarians and other staff at each VASCUPP institution. The contractor should specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.
3. Describe online training sessions taught by contractor personnel available to librarians and other staff at VASCUPP institutions. The contractor should specify if there is an additional charge for this instructional support and specify limits on number of sessions and number of attendees.

M. Trial and Samples

1. The Contractor shall provide VASCUPP members trial access to applicable systems.
2. The Contractor shall provide samples of the following:
 - a. Packing slip
 - b. Invoice
 - c. MARC record file
 - d. Spine label

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and one (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - b. **Five (5) electronic copies in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU Procurement Services shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by JMU Procurement Services.
3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are

specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to VASCUPP. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of VASCUPP and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

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

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV “*Statement of Needs*” of this Request for Proposal .
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of DMBE-certified

small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: <https://www.VASCUPP.org>.
7. Proposed Cost. See Section X. "*Pricing Schedule*" of this Request for Proposal.

VI. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by VASCUPP using the following criteria:

1. Quality of products/services offered and suitability for the intended purposes.
2. Qualifications and experience of Offeror in providing the goods/services.
3. Specific plans or methodology to be used to perform the services.
4. Participation of Small, Women-Owned and Minority (SWAM) Businesses
5. Cost

- B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS (Rev. 2/22/13 ABS)

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.VASCUPP.org> or a copy can be obtained by calling JMU Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <https://www.VASCUPP.org>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*)

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of

goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <https://www.VASCUPP.org>*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the

price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.VASCUPP.org>) The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers

of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (<http://www.eva.virginia.gov>) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

eVA Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, the ability to research historical procurement data available in the eVA purchase transaction data warehouse and the automatic email or fax notification of solicitations and amendments.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded may be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from <http://www.eva.virginia.gov> . Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov .

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

- a. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- b. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

X. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

Y. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

VIII. SPECIAL TERMS AND CONDITIONS (Rev. 2/22/13 ABS)

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: The Commonwealth of Virginia reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
-----------------	----------	------

Street or Box No.	RFP Number
-------------------	------------

City, State, Zip Code	RFP Title
-----------------------	-----------

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non-responsive and will not be considered. The Commonwealth is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The Commonwealth will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the JMU Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have

indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by email to echteram@jmu.edu.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of two (2) successive three-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional three-year period, the contract price(s) for the additional period shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. CONTRACT PARTICIPATION: Under the authority of §6 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia* (copy available at <http://www.VASCUPP.org>), Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

I. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 40% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offers are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- J. ADDITIONAL GOODS AND SERVICES: The Commonwealth may acquire other goods or services that the supplier provides than those specifically solicited. The Commonwealth reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the Commonwealth at favored nations pricing, terms, and conditions.
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited

partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UNIVERSITY PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, the University reserves the right to approve or disapprove any contract employee that will work on university property. Disapproval by the University will solely apply to the University property and should have no bearing on the Contractor's employment of an individual outside of the University.
- N. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- O. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor;

and

- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations.

VASCUPP recognizes the importance of expediting the payment process for our vendors and suppliers. VASCUPP member institutions have implemented electronic payment systems with either Wells Fargo Bank or Bank of America. To participate in any cash discount for early payment program offered by a VASCUPP member institution, contractors may be required to enroll in these Wells Fargo Bank or Bank of America programs.

- To enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. visit: http://www.jmu.edu/acctgserv/expenditures/vendor_pay_methods.shtml
- To enroll in the Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment contact the University of Virginia Procurement and Supplier Diversity Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

X. PRICING SCHEDULE

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs, including but not limited to:

1. For Print or Tangible Materials
 - a. Provide the discount structure from the publisher's list price. Include any across-the-board discounts that would apply to all types of materials in all subject areas. The publisher's list price should not be marked up in order to give a discount. The proposed discount shall be firm for the entire period of the contract, and through any subsequent renewal periods.
 - b. Provide the method for computing discounts and/or service charges for the types of publishers, and material types.

- c. Provide a listing of any applicable charges for shipping and handling.
 - d. Provide the charge per volume for binding services, if available, as well as the expected percentage of items received each year that will require rebinding.
 - e. Provide cost per title for any services available for supplying MARC records at the point of request and/or with shipment.
 - f. Provide cost per title for processing services such as security strip placement, spine label production and placement, and property stamps.
 - g. Provide the average discounted selling price per volume for the last twelve (12) months and project the average cost per monograph to be supplied in the next fiscal year. Separate average costs per volume should be provided for each of the broad subject categories.
 - h. Provide any additional charges for special services such as rush orders.
2. For eBooks
- a. Explain volume discounts for providing access to multiple resources. State opportunities for increasing volume discounts.
 - b. Explain the pricing structure for single vs. multi-user licenses.
 - c. If the product is subscription based, specify the number of years the service will be provided at the initial price.
 - d. List any platform fees for accessing purchased titles.
 - e. Provide information on any added fees for supplying MARC records or other metadata records.
 - f. Outline pricing model(s) for any DDA or PDA program such as short term loans, simultaneous users, etc.
 - g. Outline pricing for service options for alumni access to content.
3. Describe any other discounts or pricing benefits which would be made available to VASCUPP institutions.
4. Describe any possible options that allow individual higher education institutions to purchase additional services which may be included as part of the contract.
5. List any added fees associated with training costs, including but not limited to, travel costs, etc.
6. List any additional costs or fee-based services associated with print or electronic monographs such as license management, database surcharges, custom reports, enhancements, etc.
7. Specify any additional discounts available for early payment of invoices (*e.g., 1% Net 15/30*).

XI. ATTACHMENTS

[Attachment A](#): Offeror Data Sheet

[Attachment B](#): Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

[Attachment C](#): Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years_____ Months_____

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	---------------------------

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN:_____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____
Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?
Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____
 Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Bid/Proposal and Subsequent Contract

 Date Form Completed

Offeror / Proposer:

 Firm Address Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	DMBE Certification Number or FEIN No.	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)	Federal Employer Identification Number

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Emails and written negotiations are to be incorporated by specific reference for each one of relevance.

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____