

June 19, 2017

Lee Francis
Purchasing Agent
Business Services Division
P.O. Drawer 2158
Lafayette, LA 70502

Dear Lee Francis,

Cengage Learning is responding to **Bid # 21-18 Library Books - Southside High School** with a recommendation of Gale print publications as outstanding resources for teachers and students as an alternative bid: we are not able to provide the shelving services defined in this solicitation.

Please note our alternative bid extends discounts of up to 75% and we will waive shipping, cataloging and processing fees. This submission includes our standard business policies which includes our Discounts by Imprint. *We do not provide shelving services.* Please visit our online catalog at www.gale.com/schools for a complete list of Gale publications for Southside High School.

Gale has a 62+ year history and partnerships with over 100,000 libraries worldwide that have informed and shaped our award winning library resources and services. Our customers enjoy accurate and authoritative reference content in an unparalleled collection of archival microform, primary source materials, and over 600 databases that are published online, in print, as eBooks, and in microform.

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

Gale Print Publications

For more than 60 years Gale has published its authoritative print reference titles. Its imprints include Macmillan Reference USA™, Charles Scribner's Sons™, St. James Press, and UXL. Thorndike Press®, Christian Large Print™, and Large Print Press™ serve libraries' large print collections.

A licensing partnership with Rosen Publishing provides Rosen with rights to Gale's Greenhaven Press®, Lucent Books®, and KidHaven Press™ imprints. Rosen Publishing will create and sell new titles under these brands and will become the exclusive publisher of existing Greenhaven, Lucent, and KidHaven books and eBooks.

Gale eBooks and Online Resources

We invite you to also discover more about Gale eBooks and online resources as outstanding resources for your learning communities. The quality of Gale eBooks and Online Resources is derived through direct investment in proprietary publishing with partners like Smithsonian

Collections, Library of Congress, The British Library, Harvard University Libraries, Yale University Libraries, Associated Press, and National Geographic. Our e-resources have received more than 123 total awards in the last ten years.

Gale e-resources include tools like AccessMyLibrary, an app for both the iPhone and Android markets that allows users to locate a library within a 10-mile radius of their location and access all of the Gale resources subscribed by that library.

Please visit www.gale.com/schools to learn more about Gale electronic resources and the tools we provide to our school partners at no additional charge.

Customized Service and Support

All Gale resources include exceptional services at no additional charge, including:

- > Online ordering, tracking, and invoicing
- > Renewal and product access
- > Electronic search assistance
- > Web portal development
- > Collection development tools
- > Training and technical resources
- > Product documentation
- > Online help and Webinars
- > Content support
- > Usage analytics

We welcome your questions and conversations about how Gale library resources can support achievement of educational standards for your students. To arrange for product demonstrations, trial access, and for consultation and quotations, please contact Tammy McGee, Sr. Education Sales Consultant, 800-877-4253 ext. 12254 | Cell: 817-781-0456 | tammy.mcgee@cengage.com.

Please feel free to contact me directly for any clarification or additional information related to this submission. Thank you in advance for your review of our proposal.

Regards,



Jean Reynolds

Bid Services

Jean.Reynolds@cengage.com | 513.229.1529

Attachments



STANDARD PRINT BUSINESS POLICIES

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

Shipping

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

Library Processing

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

Prices and Discounts Guarantee

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

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

Payment Terms

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

Assignment

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

Vendor Non Performance

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

Catalogs

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

Order Delivery Timeframe

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

Approval Policy

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

To Place an Order

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

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

Credit card orders (Cengage Learning accepts VISA, MasterCard, American Express and Discover) for accepted for new Gale orders and prepaid orders with a check may be placed by remitting to:

Gale
P.O. Box 95501
Chicago, IL 60694-5501

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

Gale Print Order Support
27500 Drake Road
Farmington Hills, MA 48331-3535
Phone: 800-877-GALE (4253) Press 2

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

Harris Trust and Savings Bank
311 West Monroe (60606) P.O. Box 95501 (60694-5501) Chicago, IL
Account # 265-887-0; ABA Routing # 0-710-00-288

Invoices

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

Customer Service

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

Fax: 877.363.GALE (4253)

E-mail: gale.customerservice@cengage.com

Customers Outside of the U.S. & Canada

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

Technical Support Services

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

E-mail: gale.technicalsupport@cengage.com

Gale's Order Center

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

Return Policy

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

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

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

Returns Credit Policy**General Terms**

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

No Credit Conditions

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

Stock

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

Delivery Times

Please specify delivery times at the time of order.

Stock Unavailability Notices

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

Packing Slips & Invoices in Alphabetical Order

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

Shipment Information

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

www.GaleSchools.com

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

Gale Discount Programs by Imprint

Imprint	Disaster Discount	Foundation Opening Day Collection	Librarian's Choice	Editor's Choice	Standing Order	Choice Plans
Five Star Quarterly			15% for 24 books/year 18% for 48 books/year 20% min 100 titles/year		25% for either 2 or 4 titles from Five Star Special Plans	15% - Plan 1: 1 title/mo 15% - Plan 2: 2 titles/mo
UXL	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% over \$10,000 10% UXL over \$1,000			15% on each new title	
Kennebec (Thorndike)					40%	
Thorndike Large Print Monthly Catalog			15% Program 1 (24/yr) 18% Program 2 (48/yr) 20% Program 3 (100/yr)	Hard Covers: 15% Plan 1 (12/yr) 15% Plan 2 (24/yr) 20% Plan 3 (36/yr) 20% Plan 4 (48/yr) 20% Plan 5 (60/yr) 20% Plan 6 (72/yr) 20% Plan 7 (84/yr) 20% Plan 8 (96/yr)	Discount varies from 15 - 40% dependent on plan/imprint chosen	
Gale General Catalog	50% on previously purchased titles	20% on \$2,500 - \$4,999 25% on \$5,000 - \$9,999 30% over \$10,000 10% UXL and Oceano over \$1,000			Premium Plan - 25% & 10 free eBooks Basic Plan - 15% First Time Plan - 30%	



Library Processing Support

1-800-877-4253, Phone

1-877-363-4253, Fax

Karen Whyte,

Library Processing Rep - ext. 8718

Peggy Williams,

Order Support Services Manager -ext. 8859

Gale Cengage Learning Cataloging and Processing Service

Ordering Information

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

Turn-around timing

Library processing must be requested with your order.

Unattached processing – Allow up to two weeks.

Attached processing - Allow two to four weeks.

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

Criteria

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

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

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

Library of Congress Classification is not available at this time.

BILL TO:

Gale Account # _____

Institution _____

Address _____

City/State/Prov. _____

ZIP/Postal Code/Country _____

Attention _____

Phone _____

Fax _____

E-mail _____

SHIP TO:

Gale Account # _____

Institution _____

Address _____

City/State/Prov. _____

ZIP/Postal Code/Country _____

Attention _____

Phone _____

Fax _____

E-mail _____

Gale Bundles

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

Unattached Processing Bundle I

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

Attached Processing Bundle II

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

Attached Shelf Ready Bundle III

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

Attached Shelf Ready Bundle IV

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

A la Carte Items

Spine Labels only

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

Property Label/Stamp

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

Cataloging & Packing

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

Book Covers

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

Security System Products

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

RFID tags

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

- Attached
- Unattached

Frequency Type: Check one

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

Call Number Specifications

Reference prefix above Dewey (*circle one*):

R Ref REF

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

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

Subject Headings

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

Other Specifics



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Bid # 21-18 Library Books - Southside High School
Lafayette Parish School System

Project documents obtained from www.CentralBidding.com

30-May-2017 05:49:27 AM

**SPECIFICATIONS AND BID FORM FOR
LIBRARY BOOKS – SOUTHSIDE HIGH SCHOOL, BID # 21-18**

Sealed bids will be received by the Lafayette Parish School System (LPSS) Purchasing Department, 113 Chaplin Drive, Lafayette, LA up to 3:30 p.m. C. S. T., on June 8, 2017 for Library Books for Southside High School.

All bids shall be submitted sealed to the LPSS Purchasing Department on or before the above time and date, at 113 Chaplin Drive, Lafayette, LA 70508 with a sealed envelope plainly marked “**Sealed Bid 21-18, Library Books – Southside High School, opening June 8, 2017 at 3:30 pm**”. **ALL BIDS SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED.** At the above time and place bids will be publicly opened and read aloud in the Personnel Conference room.

SPECIAL PROVISIONS

1. SCOPE:

- 1.1 The intent of this solicitation is to obtain competitive bids for the estimated annual requirements for **LIBRARY BOOKS** for Southside High School in the Lafayette Parish School District, in accordance with the terms, conditions and specifications contained herein.
- 1.2 **REQUIRED BID SUBMITTALS:** The section titled **BID PROPOSAL FORM** and the following supplemental information must be submitted within the time frames specified below. **FAILURE TO SUBMIT THE REQUIRED LITERATURE SHALL BE CAUSE FOR REJECTION OF THAT ITEM.**
 - a. Paragraph 5.2 requires descriptive literature to be provided with the bid if an item is offered as an equal to the brand name specified.

2. GENERAL REQUIREMENTS OF BIDDER:

- 2.1 All vendors submitting bids must be engaged in the regular business of book sales, either wholesale or retail.
- 2.2 Bids shall be submitted without state, city, or parish taxes.
- 2.3 Bidder shall not require a minimum order quantity.
- 2.4 All books are to be fully cataloged and have electronic processing compatible with the **Follett Destiny System**. Symbology: (Code 3 of 9, Mod 10 (14 digit barcode) and full MARC records in **MARC 21** format.).
- 2.5 Unit price provided for titles listed on bid form shall be for hardback and/or pre-bound book only.
- 2.6 Awarded bidder shall deliver the collection in complete order and shelf-ready as specified by the librarian (Dewey, genrefied, etc.) on the agreed upon day.
- 2.7 Awarded bidder shall process and deliver the order fully processed to the librarian's exact specifications including MARC records, barcode labels, spine labels, mylar covers, pockets, property labels, reading labels, or custom labels.

- 2.8 Awarded bidder will provide delivery directly into the library and include a scheduled day for shelving (no more than 7 days after the shipment arrives or on a mutually agreed upon date).
- 2.9 Awarded bidder may schedule with the school librarian to send a full crew or assist the librarian in organizing a school / community crew to make sure every book is on the shelf in a single day.
- 2.10 Bidder shall provide a total cost for cataloging, processing, and shelving as an alternate on the signature page of this bid (last page of this document) in the bid response.
- 2.11 A bid response to the alternate of “N/A”, “Not Applicable”, and/or a blank response shall mean that the bidder cannot provide cataloging, processing, and shelving.
- 2.12 A bid response to the alternate of “\$0.00” and/or “zero” shall mean that the bidder can provide cataloging, processing, and shelving at no charge to Lafayette Parish School System.
- 2.13 Bidders shall provide unit price for library book titles on the provided bid form. Failure to do as such may be cause for rejection.

3. PERIOD OF CONTRACT:

- 3.1 The period of this contract shall be from date of award through June 30, 2018.

4. PRICES AND PRICE ADJUSTMENT:

- 4.1 All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract.
- 4.2 Whenever there is a reduction in price which is lower than the contract price, offered to similarly situated customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Purchasing Department of the Lafayette Parish School System.

Prices may not exceed the national advertised and available General Services Administration (GSA) governmental price list.

The Lafayette Parish School System does not intend to award or to maintain any item in any group that is offered at a price equal or above the manufacturer’s list price.

5. QUANTITIES:

- 5.1 The quantities specified on the Pricing Schedule are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements that develop during the contract period. The awarded bidder will be required to fill all orders placed regardless of the original quantities shown.

6. SPECIFICATIONS AND LITERATURE:

- 6.1 Brand name(s) and/or catalog number(s) are given for purposes of identification and to denote the standard of quality desired, and do not, in any way, restrict bidders to a specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item bid from that prescribed in the specification, the appropriate line in the specifications is to be ruled out and the substitution clearly indicated. Substitutions must be functionally equivalent to the item specified.
- 6.2 Each bidder is required to furnish, with his bid, catalog cuts and/or descriptive literature properly labeled with the Invitation for Bid number, bid item number and bidder's name, with full illustrations and detailed

specifications for each item offered "as equal" to the brand name specified. In addition, all differences in specifications from brand name must be so marked. Descriptive literature is required for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE SHALL BE CAUSE FOR REJECTION OF BID.**

6. QUOTATION LIMITATION:

- 6.1 **Bidders shall offer only ONE ITEM AND PRICE for each line item bid.** If an "or approved equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit his bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.
- 6.2 Bidders shall not require a minimum order quantity.

7. TIME OF PERFORMANCE:

- 7.1 **The winning bidder(s) shall be required to deliver the respective items within 15 days of receipt of a purchase order from LPSS and at the location specified in accordance with Section 8.1 of this bid.**

8. DELIVERY:

- 8.1 Deliveries will be made to various locations in Lafayette Parish. Delivery location shall be stated on each purchase order issued.
- 8.2 Warehouse deliveries for the Lafayette Parish Public School System (LPSS), Warehouse Department, 113 Chaplin Drive, Lafayette, Louisiana 70508, will be received between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, except School System Holidays.
- 8.3 Inside delivery direct to schools, centers or LPSS agencies will include off-loading from the selected carrier and carrying inside the receiving school, center or LPSS agency. Receiving hours will be from 8:30 a.m. through 3:30 p.m., Monday through Friday, except School System Holidays, unless other arrangements have been made with the receiving school, center or LPSS agency.

9. DELIVERY FAILURE:

- 9.1 Bidders are CAUTIONED to consider carefully the delivery time they indicate for each item, as they will be required to adhere to that delivery time.

10. SHIPPING AND MARKING:

- 10.1 The bidder will be required to mark all shipments with the Lafayette Parish School System purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment, listing, in addition to the bidder's stock number and description, the purchase order number, the purchase order item number, the quantity ordered, the quantity shipped, and the quantity back ordered.
- 10.2 The bidder shall ensure that all items that are "drop-shipped" are properly marked as outlined in Paragraph 10.1.
- 10.3 Invoices and all related written materials pertaining to each delivery must show the purchase order number, the purchase order item number, and the item number shown on the contract.

11. SUBMISSION OF BIDS:

- 11.1 Each bidder must use the attached bid form for submitting their bid. Bidder must show unit price and

delivery time (ARO) for each item for which a bid is submitted. By executing the Bid Proposal Form, the bidder acknowledges that he has read this Invitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received by a Purchasing Department Buyer at the following location prior to the date and time specified: Purchasing Department, 113 Chaplin Drive, Lafayette, Louisiana 70508.

- 11.2 Bids received after the time or date prescribed shall not be considered for award and shall be returned to the Bidder.

Bidder's envelope must be labeled as follows:

Library Books – Southside High School Bid # 21-18

Opening: June 8, 2017

Time: 3:30 pm

Personnel Conference Room

12. CONTRACT AWARD:

- 12.1 All items listed in this solicitation will be awarded on the basis of a firm fixed price.
- 12.2 LPSS will award the contract to the lowest responsive and responsible bidder. LPSS reserves the right to award the contract in the aggregate or to make a split award to more than one bidder, whichever is in the best interest of the public.

13. PURCHASE ORDER:

- 13.1 Purchase order(s) for the items listed in this solicitation will be issued as required throughout the period of this contract and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated.
- 13.2 The purchase order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.
- 13.3 Shipment is not to begin until receipt of the purchase order or other notification by the Purchasing Agent to proceed.

14. ORDER OF PRECEDENCE:

- 14.1 In the event of conflict, the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

15. CONTACT FOR ADMINISTRATION:

- 15.1 In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for prompt contract administration in the space provided on the Bid Proposal Form.

16. EMERGENCY PURCHASES:

- 16.1 The Parish reserves the right to make emergency purchases from other sources, should the awarded bidder be unable to furnish the required item within the required time frame.

17. INTERPRETATION OF BID:

- 17.1 Any questions pertaining to this solicitation shall be directed to:
Lee Francis, Purchasing Agent
Lafayette Parish School Board

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS Rev.5/10/16

(Bidder: The general rules and conditions that follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the Lafayette Parish School Board, unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error).

INSTRUCTIONS

SUBMITTING OF SEALED BIDS

A. Option 1 – Electronic Bids Submitted Online:

1. Electronic bids maybe submitted online at www.centralauctionhouse.com.

Option 2 – Sealed Bid Envelope:

1. The bidder shall be solely responsible for the timely furnishing of bids. In order to guarantee the timely furnishing of bids, the bid must be returned by certified, registered mail with a return receipt requested, or hand delivered. The LPSB will not accept responsibility or guarantee the timeliness of bids received by any other means.
2. All bids must be received in the envelope provided with the invitation to bid or in an envelope labeled as follows: "SEALED BID". Bid/Project Description, Bid Number, Opening Date and Time, Bidder's Company Name and bidder's number (if applicable toward public works project). The LPSB shall not be responsible if a bid is not received due to lack of improper labeling of the envelope.
3. Bid shall be submitted under separate cover. The Board shall not be responsible for bid if not submitted under separate cover.

Bid Forms:

1. Bids must be submitted on the forms furnished in the bid package.
2. **Signature:** Bid forms must be signed in ink. Typed, printed or stamped names shall be reason to reject the bid. An unsigned bid shall be considered a "**NO BID**".
3. The signature page of the bid document and a signed debarment certification form must be provided with a bidders bid response.
4. The forms should not be detached from the specifications of which it forms a part.
5. **Completeness:**
 - a. All information required in the bid must be supplied to constitute a proper bid.
 - b. On lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to sufficiently identify the article(s) offered. Failure to do so may prevent consideration of the item bid.

c. Failure on the part of any bidder to supply all required information shall be cause to reject said bid from consideration.

5. **Place, Date and Hour:**

- a. All bids shall be submitted to the location specified.
- b. The bid form designates the date and hour of the bid opening. Bids shall be received until the stated date and time: bids arriving after the started date and time **will not be considered**. The responsibility for timely delivery of bids rests solely with the bidder.

6. **Response to Invitations:** In the event you cannot submit a bid, please return the bid package with an explanation why you are unable to bid on these requirements. The large number of firms on the bid list makes it necessary to delete from the “**NOTIFICATION TO BID LIST**” bidders who fail to respond to three successive invitations to bid.

7. **Bid Response:** More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. **Bidders shall offer only ONE ITEM AND PRICE for each line item bid.** No alternatives will be accepted, unless requested by the LPSS. If an "equivalent" item is to be bid, the bidder must select the brand and model that is functionally equivalent to the specified item and submit his bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

C. **Specifications:**

1. Specifying of certain brand, catalog number, make or manufacturer is to denote the quality, type and standard of the article desired that has been cited as meeting the needs of the Lafayette Parish School Board; however, bids are invited that are comparable products that would equally satisfy requirements stated herein.

2. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.

3. **Questions Regarding Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Board in writing. Any interpretation made to prospective bidders will be expressed as an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the Board.

D. **Technical Data:**

1. **COMPLETE MANUFACTURER’S SPECIFICATIONS MUST ACCOMPANY ALL BIDS WHEN BIDDING AN ALTERNATE. FAILURE TO SUBMIT COMPLETE MANUFACTURER’S SPECIFICATIONS WILL BE REASON TO REJECT THE BID.**

2. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal on the formal bid where specified. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Lafayette Parish School Board to the specifications as written.

E. **Bid Samples:** When required as stated in the Bid Proposal. (May be required after bid opening for evaluation purposes.)

1. **Submittal:** Samples shall be submitted to the Lafayette Parish School Board Purchasing Department, at

the same location as the bid opening, **no later than the date and our of the bid opening.**

2. **Identification:** Each sample shall be identified with the bidder's name, bid number, bid item number, product trade name and identification (catalog number, model number, etc.), and/or as otherwise indicated in the bid invitation forms.

3. **Payment for Samples:** The Board will buy no samples and will assume no-cost incidental thereto. When samples are requested, they must be sent prepaid and within the specified time.

4. **Return of Samples:** Samples not destroyed in testing must be claimed by bidders within fourteen (14) days after bid award date. The Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

5. **Rejection:** Failure to provide requested sample within specified time may result in forfeiture of award.

6. **Demonstration/Evaluation:** The Board reserves the right to request a demonstration in order to properly evaluate any item(s) on the bid. Failure to demonstrate as requested without reason acceptable to the Board shall be reason to reject the bid.

F. Warranty:

1. Bidder guarantees to replace or repair at his expense all materials of his supply found to be defective within one (1) year from the day of delivery where such defects are due to defective materials and/or workmanship. This is to include any freight/delivery charges required for shipping to or from the particular Lafayette Parish School Board facility.

2. Warranty repair/service for equipment will be performed at the school when possible.

G. Asbestos:

No asbestos material of asbestos containing material shall be a part of or included in any product sold or furnished to the Lafayette Parish School Board by any person or supplier.

H. Non-Collusion:

Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Louisiana or United States law.

I. Freight:

Delivery is to be made to the location(s) listed in the bid. All bid prices are to include delivery to the specified location(s). (F.O.B. destination).

J. Taxes:

In accordance with Act 1029, effective September 1, 1991, the Lafayette Parish School Board is exempt from Sales Tax on all purchases.

K. Evaluation of Offers:

1. The Lafayette Parish School Board, in making its award, will consider the lowest responsive bidder. The Lafayette Parish School Board reserves the right to reject any and/or all bids.
2. **Bids for All or Part:** With the exception of public works projects, the Board reserves the right to award on an “**ALL-OR-NONE**” and/or partial basis whichever is in the best interest of the Lafayette Parish School Board. Bidder may restrict his bid to consideration as “**ALL-OR-NONE**” by so stating, but shall give a unit price for each item; any bid in which the bidder names a total price for all the articles without quoting a price on each item shall be rejected.
3. **Cash Discounts:** Cash Discounts, if offered, will be taken in consideration in determining the low bid. **DISCOUNTS OF LESS THAN THIRTY (30) DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD.** Beginning date of discount period shall be determined by date of invoice or date of delivery of merchandise whichever occurs first.
4. All items listed in this solicitation will be awarded on the basis of a firm fixed price.
5. **Errors in Bids:** Bids containing errors may be withdrawn by the bidder in accordance with L.R.S. 38:3314.C. Erasures or changes in bids must be initialed.
6. **Tie Bids:** Tie bids will be decided on the basis of drawing lots, unless only one instate vendor is involved. In these cases, preference will be given to the instate vendor as provided for in L.R.S. 38.2225.C.
7. **Ability & Experience:** Considerations used for determining bidder responsibility include “financial ability, skill, integrity, business judgement, experience, reputation, quality of previous work on contracts, and any other similar factors bearing on bidders’ ability to successfully perform the contract”. Each proposal will receive equal consideration and special attention directed to the bidder’s qualifications as provided for in L.R.S. 38.2216.C (2) (a).

L. Purchases Without Bid Security, Contracts & Performance (Delivery) Security

1. **Failure to Perform:** In the event a successful bidder fails to perform (deliver) on an awarded bid and no bid security and/or performance securities were required, the Board shall declare the bidder in default. The Board then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board’s option to invoke the following:
 - a. Payment to the Board in the amount equal to the difference between the unit price bid times the quantity on an item to item basis of that of the successful bidder and the next responsible low bidder(s) and/or
 - b. If it becomes necessary to re-bid, payment to the Board in the amount equal to the difference between the unit price times the quantity on an item basis of that of the successful bidder on the original bid and that of the lowest responsible bidder(s) on the re-bid.

M. Change or Withdrawal of Bids:

1. **Change or Withdrawal Prior to Bid Opening:** Should any bidder desire to change or withdraw his bid he shall do so prior to the date and hour of the opening.
2. **Withdrawal After Bid Opening-But Prior to Bid Award:** No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2214 of L.R.S. Title 38, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within forty-eight hours after the conclusion of the bid opening procedure.

N. Rejection of Bids:

The Board reserves the right to reject any and all bids for just cause. In accordance with L.R.S. 38:2212(1)(1)(b) those stated in the advertisement for bids, and those requirements in the bid packet shall not be considered informalities and shall not be waived by any public entity.

O. Award & Acceptance:

1. **Bid Tabulation:** Copy of bid tabulation may be received upon written request and by submitting a stamped, self-addressed envelope.
2. If awarded, the LPSS will award the contract to the lowest responsive and responsible bidder. The LPSS reserves the right to award the contract in the aggregate or to make a split award to more than one bidder, whichever is in the best interest of the public.
3. **Notice of Acceptance:** A written award in the form of a purchase order, contract, written notice of award of any combination of these three to the successful bidder shall be deemed to result in a binding contract for the purchase of materials or supplies without further action by either party as provided for in L.R.S. 38:2216.B. If the bid and resulting award regards the construction of doing of any public works, a written contract must be entered into according to L.R.S. 38:2216.A(1).

P. Delivery Provisions:

1. Shipment is not to begin until receipt of the purchase order or other notification by the Purchasing Agent to proceed. All deliveries of products shall be made within 45 days ARO designated, freight prepaid. At the time delivery is made an authorized agent must sign a dray receipt.
2. **Responsibility of Materials Shipped:** Successful bidder shall be responsible for the materials or supplies until they are delivered to the location(s) specified in the bid specifications. If materials or supplies are rejected they must be removed by and at the expense of the bidder promptly after notification of rejection.
3. **Inspections:** Inspection and acceptance of goods will be made after delivery.
4. **Time of Delivery:** Deliveries will be accepted between 8:30 A.M. and 3:30 P.M.
5. **Packing Slips or Delivery Tickets: ALL SHIPMENTS OR DELIVERIES** shall be accompanied by Packing Slips or Delivery Tickets, and contain the following information:
 - a. Purchase Order number,
 - b. Name of the article and stock number (Supplier's),
 - c. Quantity ordered,
 - d. Back orders,
 - e. Name of the vendor.

Q. Excluded Parties:

Bidders shall complete and sign the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" Form. This form must be included with the bid proposal.

BIDDERS ARE CAUTIONED THAT FAILURE TO COMPLY WITH THESE CONDITIONS

SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

The Special Case of Meals:

Contracts which relate to school lunch program are exempt from the provisions and requirements contained herein.

(SPECIAL CONDITIONS found on succeeding pages always supersede the General Conditions).

**LAFAYETTE PARISH SCHOOL BOARD
BILLY D. GUIDRY, EXECUTIVE DIRECTOR & CHIEF FINANCIAL OFFICER**

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

DEBARMENT CERTIFICATION FORM

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Cengage Learning, Inc.

Date 6/12/2017

By Jennifer Fritsch, Vice President Sales, Schools
Name and Title of Authorized Representative


Signature of Authorized Representative

Envelope containing bid should be marked on the outside “Sealed Bid—Library Books – Southside High School-- #21-18, Opening June 8, 2017 at 3:30 pm”

The bidder acknowledges receipt of addendum:

6/14/2017 v.2

No.1 DATED 6/5/2017 No.2 DATED _____ No.3 DATED _____

No.4 DATED 6/7/17 No.5 DATED _____ No.6 DATED _____

That I have read and agree to comply with and be subject to the provisions and/or penalties involved in the “General Conditions and Instructions to Prospective Bidders” and the “Specifications and Bid Form” as contained herein the bid documents.

****The Debarment Certification, Non-Segregated Facilities, Compliance Statement, RD Instructions 1940-Q, USDA AD-1048 Form must be signed and included with the bid form in addition to this page****

ALTERNATES:

Alternate 1: Provide cost associated with cataloging, processing, and shelving as defined in Section 2 General Requirements of Bidder (page 1 of this document).

No Charge for Cataloging/Processing Dollars (\$ 0)

No shelving services are offered by our company

Cengage Learning, Inc.
Name of Firm


Signature of Bidder

27500 Drake Road,
Farmington Hills, MI 48331
Address

Jennifer Fritsch, Vice President Sales, Schools
Typed Name of Bidder

800-877-4253
Telephone Number

bidteam@cengage.com
Email Address