

BOBBY JINDAL
GOVERNOR



KRISTY H. NICHOLS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of State Procurement

September 17, 2015

NOTIFICATION OF AWARD

Ms Joan Wicks
Advanced Workstation in Education Inc
2501 Seaport Dr Ste 410-SH
Chester PA 19013

Re: **LIBRARY MATERIALS & SERVICES STATEWIDE**
Contract No.: 4400007495 T-No.: W 92017 L

Dear Ms. Wicks:

This is official notification that the contract referenced above has been awarded to your company based on your bid submitted to the Division of Administration, Office of State Procurement. Enclosed is a copy of the contract award. This contract shall be effective for a period of twelve (12) months beginning **September 17, 2015** and ending **August 30, 2018**, or until such time that this office informs you by thirty-day written notice that this contract will be cancelled.

The vendor understands and agrees that the specified usage is a non-binding estimate and that the State reserves the right to procure in whole or in part the specified products from a group Purchasing Organization upon the State's determination that such alternate procurement is in the State's best interest.

Successful vendor should keep a copy of all orders issued against this contract during the contract period. Approximately four (4) months prior to the end of the contract period vendor is to be prepared to submit to the Office of State Procurement a contract usage report with copies of all orders.

The usage report is to include the vendors name, phone and fax numbers, the person's name who compiled the report, a summary by line item with quantity purchased and total value of each line item. Additionally the report is to summarize the total dollar volume of the entire contract. Vendor may submit computer generated reports and can itemize by order number, by line item, but the line item totals, contract totals and copies of orders are required.

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If a list of distributors was submitted with your bid proposal, it will be your responsibility as prime contractor to send copies of this award to each distributor. Prior approval from this office must be obtained before additional distributors may be added.

If you have any questions concerning this contract, please contact Lona Gros at (225) 342-8024.

Sincerely,

Paul Holmes
Director of State Procurement

By: Lona S. Gros, CPPB

Lona Gros
State Purchasing Officer III

PH:LG:ph

enclosure



STATE OF LOUISIANA Competitive Contract

Vendor: 310100286
Company
AWE ACQUISITION INC
AWE
2501 SEAPORT DR STE 410-SH
CHESTER PA 19013
Phone : 610-348-2200
Fax : 610-833-6440

T Number: 92017
Version: 1
LAPS Contract: No
Fiscal Year: 2016
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:No

Contract number: 4400007495
Description: LIBRARY MATERIALS & SERVICES
STATEWIDE

Buyer Information
Name: LONA GROS
Tel Number: 225-342-8024
Email: lona.gros@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
09/17/2015 - 08/30/2016

Supplier Text: Statewide contract agreement to provide Library Materials and Services at a discount off MSRP.

This is one of several library book contracts. Agencies are advised, when ordering to first consider the contractor offering the lowest price. In the event that delivery, availability or other considerations cannot meet the program requirements, the contract offering the next best price may be utilized.

EXCLUSIONS:

The following items shall not be ordered using this contract:

- Computers & Peripherals
- Copiers
- Furniture
- Printers
- Media Security Systems
- Electronic books that require platform, ongoing, or annual fees

Vendor Contact:
Mark Hines
markahines@yahoo.com

TAXES

Contractor shall not charge any sales taxes to tax-exempt State customers. Agency is to provide tax exemption form to vendor.

Recommending Approval: <u><i>Lana S. Hines, CPPB</i></u>	Approved by: <u><i>[Signature]</i></u>
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DELIVERY AND FULFILLMENT

Titles on an order (except for pre-publication orders) shall be supplied by the Contractor within thirty (30) days after receipt of the order. Pre-publication orders shall be supplied by the contractor within fifteen (15) days after release of publication.

CREDIT MEMORANDA AND REPLACEMENTS

The Contractor will provide libraries appropriate forms for the preparation of credit memoranda to be used in the event of incorrect or incomplete shipments or similar problems. Replacement at NO charge for materials discovered to be defective will be made by the Contractor for up to one (1) year after receipt of the material at libraries, regardless of whether the material has been processed.

TRANSPORTATION

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination.

ORDERS

- A. Orders may be placed by libraries online, by email, facsimile, mail, and telephone.
- B. Contractor shall provide confirmation of order receipts and credit returns at the discretion of the end user.
- C. Contractor shall have in place a process to notify the ordering library of any issues related to the order, i.e. pricing, incorrect stock numbers, unit of measures, out of stock, backordered, etc. within three (3) business days of receipt of order, in order to provide the ordering library timely resolutions.
- D. Library materials which cannot be supplied within thirty (30) days will be indicated with a status report, electronic or paper. The report on library materials shall list the title, author, ISBN/ISSN, number of copies ordered, the publisher, the reason for current unavailability, and the order account name(s) and number(s). All orders discovered to be unavailable or indefinitely out of stock at the publishing source shall be cancelled, and notice of such provided to the ordering library.
- E. Contractor shall maintain an adequate supply of all items in order to meet specified delivery. Evidence of inability to perform or intentional delay may be cause for contract cancellation.
- F. Rush Ordering – "rush" or expedited orders will be handled by the Contractor at NO additional charge.
- G. There shall be no minimum order requirement and no small order fees.
- H. Contractor will provide MARC records in currently accepted standard (AACR2, RDA, etc.)
- I. Contractor cannot require an ordering library to buy a bundled lot of items to receive a particular item.

INVOICING

- A. The Contractor shall be able to customize invoices at the discretion of the ordering library. Separate accounts and account numbers for each library must be maintained. It is necessary that the Contractor provide multiple methods of billing to meet the unique requirements of the libraries. Invoices must be provided in the manner requested by the individual ordering library. An invoice copy should accompany each shipment of books as a packing check. All items should be alphabetically arranged by title and should also include the following: author, ISBN/ISSN (International Standard Bunch Number/International Standard Serial Number), number of copies, list price, discount rate, extended price, and order or Purchase Order number, if applicable.
- B. The Contractor shall be required to offer a "bill complete" invoice (a single invoice per purchase order, regardless of the number of shipments required to complete the order) or a "bill by shipment" invoice (receive one (1) bill per delivery) at the discretion of the ordering library.
- C. The Contractor shall maintain a monthly invoicing accuracy rate of at least 95% on all invoices processed. Invoices that are credited for returns due to ordering library's error are not to be counted as inaccurate on the Contractor's part.
- D. The Contractor shall submit the invoice in accordance with the "bill to" instructions on the ordering library's order.

PAYMENT

Libraries are directed to pay the Contractor upon presentation of properly executed invoice after goods have been received, inspected, and accepted. Invoices will be paid within thirty (30) days of receipt of complete and satisfactory delivery, or receipt of properly executed invoice, whichever is later. In case of partial shipments, the

ordering library shall not refuse to make payment on items delivered. This payment in no way relieves the Contractor of its responsibility to effect shipment of the balance of the order.

Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		<p>Library Materials & Services</p> <p>Statewide contract agreement to provide Library Materials and Services at a discount off MSRP.</p> <p>Contract period to begin date of award through March 31, 2018 in accordance with attached conditions, terms and specifications.</p> <p>No prices to be quoted on this page. See Price Schedules..</p> <p>EXCLUSIONS: The following items shall not be ordered using this contract:</p> <ul style="list-style-type: none"> -Computers & Peripherals -Copiers -Furniture -Printers -Media Security Systems -Electronic books that require platform, ongoing, or annual fees 	55101510		0.00000	

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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

Contract Number	Contract Description	Vendor Name	T Number	Effective From	Effective To
4400007495	LIBRARY MATERIALS & SERVICES STATEWIDE	AWE ACQUISITION INC	92017	9/17/2015	8/30/2016