



# STATE OF LOUISIANA

## Competitive Contract

Vendor: 310064593  
Company  
PROGEND INC  
5330 GRIGGS RD STE B107  
HOUSTON TX 77021  
Phone : 7135404991  
Fax : 2819290523

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

Contract number: 4400007301  
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:  
08/21/2015 - 08/30/2018

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

This is one of several library book contacts. 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: Lisa S. Hines, CPPB Approved by: [Signature]

#### 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		Library Materials & Services  Statewide contract agreement to provide Library Materials and Services at a discount off MSRP.  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	55101510		0.00000	

### 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 Line No.	Catalog Item Number	Item Description	UOM	Minimum Quantity	Discount	Discount Type	Valid From	Valid To
4400007301	1	986665	1.1 Adult Trade Hardcover (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986666	1.2 Juvenile Trade Hardcover (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986667	1.3 Adult Quality Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986668	1.4 Juvenile Quality Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986669	1.5 Mass Market Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986670	1.6 Library Binding (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986671	1.7 Board Books (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986672	1.8 Graphic Novels/Comic Books (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986673	1.9 Foreign Language Books (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986674	2.1 Large Print Adult Trade Hardcover (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986675	2.2 Large Print Juvenile Trade Hardcover (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986676	2.3 Large Print Adult Quality Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986677	2.4 Large Print Juvenile Quality Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986678	2.5 Large Print Mass Market Paperback (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986679	2.6 Large Print Library Binding (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986680	3.1 Adult Audiobooks (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986681	3.2 Juvenile Audiobooks (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986682	3.3 Nonfiction Audiobooks (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986683	3.4 Reference, Small Press, or Limited Publication Audiobooks (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986684	3.5 Compact Discs (spoken word or music, adult or juvenile) (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986685	3.6 Digital Videodiscs (entertainment, adult or juvenile, including video games) (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986686	3.7 Digital Videodiscs (instructional, educational, or training materials, adult or juvenile) (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986687	3.8 Foreign Language Instructional Materials (CD, DVD, or mixed media, adult or juvenile) (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986688	4.1 Microfilm, Microfiche, and Digital Microfilm (% Discount off MSRP)	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986712	Books from university or small presses, or titles of limited availability	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986713	Bi-Folkal Kits	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986714	Playaway all-in-one audiobooks	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986715	Playaway Bookpacks	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986716	Playaway View all-in-one video players	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986717	Early literacy stations/tablets - all-in-one stations or tablets loaded with educational tools designed specifically for children ages 2-12	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986719	Maps, Globes, Atlases, Charts	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016
4400007301	1	986720	Musical scores/sheet music	Each	1	0.27	PERCENTAGE	8/12/2015	8/11/2016