

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

February 18, 2016

NOTIFICATION OF AWARD

Ms. Carol Tully
Taped Editions, Inc./Tel Landmark Audio
5160 E. 65th Street, Suite 115
Indianapolis, IN 46220

via email: carol@teilandmarkaudio.com

Re: **Library Materials/Services – Statewide Agency Term Contract**
Contract Number 4400008577 File No. W 92884 C

Dear Ms. Tully:

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 Purchasing. Enclosed is a copy of the contract award. This contract shall be effective for a period of one (1) year beginning **March 1, 2016** and ending **February 28, 2019** or until such time that this office informs you by thirty (30) 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 for 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 Purchasing a contract usage report with copies of all orders.

The usage report is to include the vendor's 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.

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 for this office must be obtained before additional distributors may be added.

If you have any questions concerning this contract, please contact Jeannie Prejean at (225) 342-8045 or Jeannie.prejean@la.gov.

Sincerely,

Paul Holmes
State Procurement Director

By:


Jeannie Prejean, CPPB
State Purchasing Officer

Attachment



STATE OF LOUISIANA Competitive Contract

Vendor: 310054113
Company
TAPED EDITIONS, INC.
TEI LANDMARK AUDIO
5160 E. 65TH STREET, SUITE 115
INDIANAPOLIS IN 46220
Phone : 800-850-1701
Fax : 317-849-9773

T Number: 92884
Version: 1
LAPS Contract: No
Fiscal Year: 2016
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400008577
Description: Library Materials/Services

Buyer Information
Name: JEANNIE PREJEAN
Tel Number: 225/342-8045
Email: jeannie.prejean@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
03/01/2016 - 02/28/2019

Supplier Text: Contract to provide Library Materials and Services at a discount off MSRP for the State Library of Louisiana and Eligible Libraries as defined below.

This is one of several library book contracts. Eligible libraries 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.

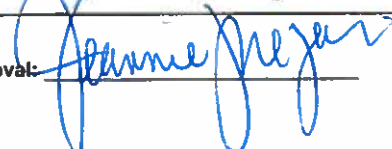

ELIGIBLE LIBRARIES - a parish, institutional, or public library served b the State Library of Louisiana. Eligible libraries act autonomously meaning the State Library has no authority over them. Each has its own local governing authority and board and sets it won policies. Eligible libraries include public library systems along with institutional and correctional libraries.

EXCLUSIONS:

- Audio Visual Equipment
- Computers and Peripherals
- Copiers
- Electronic books or audiobooks that require platform, ongoing, or annual fees
- Furniture
- Printers
- Media Security Systems

VENDOR CONTACT:

Ke'el Edwards (kedwards@teilandmarkaudio.com)
Cutmomer Service/Support

Recommending Approval:  Approved by: 

800/850-1701

TAXES

Contractor shall not charge any sales taxes to the State Library of Louisiana or its eligible libraries. Libraries are to provide tax exemption form to vendor.

DELIVERY AND FULFILLMENT

Materials and services on an order (except for pre-publication materials and services) shall be supplied by the Vendor within thirty (30) days after receipt of the order. Pre-Publication materials and services shall be supplied by the Vendor within fifteen (15) days after release of publication.

TRANSPORTATION

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination. There shall be no separate charges for shipping.

ORDERS

1. Vendor shall accept and process orders placed by libraries online, by email, facsimile, mail, and telephone at the discretion of the library.
2. Vendor shall provide confirmation of order receipts and credit returns at the discretion of the library.
3. Vendor shall have in place a process to notify the library of any discrepancies related to the order, e.g. pricing, incorrect stock numbers, units of measure, items out of stock or backordered, etc., within three (3) business days of receipt of order, in order to provide the library timely resolution.
4. If library materials or services cannot be supplied within thirty (30) days, the Vendor shall provide a timely status report, either electronic or paper as requested by the library. This report 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 immediately cancelled, and immediate notice of such provided to the library.
5. Vendor shall maintain an adequate supply of or have immediate access to all items in order to meet specified delivery.
6. Vendors shall not charge extra for expedited orders.
7. There shall be no minimum order requirement and no small order fees.
8. Vendor shall provide MARC records in currently accepted standard (AACR2, RDA, etc.) format.
9. The existing online ordering system shall:
 - a. provide a 24/7/365 database of titles, searchable by author, title, ISBN/ISSN, keyword;
 - b. provide and display item information, including author, title, ISBN/ISSN, publisher, date of publication, edition information, subject data/metadata, format, list price, discounted price, and item availability (e.g., unavailable, backordered, etc.);
 - c. include order status information, including order confirmation;
 - d. ensure all automation systems communicate effectively with each library's ILS, including providing electronic order records available for immediate loading into the ILS;
 - e. support electronic data interchange protocols, such as EDIFACT, X12, etc.;
 - f. provide libraries with unique online ordering accounts and allow them to create their own associated passwords;
 - g. not retain any credit card information for any library, unless permitted by the library;
 - h. be in compliance with all applicable patent, copyright, and/or property rights laws for such electronic systems.
10. The Vendor shall be responsible for training library personnel in the use of this ordering system, as necessary. Training can be online, in person, or over the phone.

INVOICING

The Vendor shall:

1. Maintain separate accounts and account numbers for each library;
2. Provide multiple methods of billing to meet the unique requirements of the libraries;
3. Customize invoices at the discretion of the library;
4. Provide invoices in the manner requested by the library;

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5. Include an invoice copy in each shipment of materials as a packing check; all items listed should be arranged alphabetically by title and should also include: author, ISBN/ISSN, number of copies, list price, discount rate, extended price, invoice number, order number (or, if applicable, Purchase Order number);
6. 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 library;
7. Maintain a monthly invoicing accuracy rate of at least 95% on all invoices processed (invoices credited for returns due to library error will not be counted as inaccurate on the Vendor's part);
8. Submit the invoice in accordance with the "bill to" instructions on the library's order.

CREDIT MEMORANDA AND REPLACEMENTS

The vendor shall provide appropriate forms, as determined by the library, for the preparation of credit memoranda to be used in the event of incorrect or incomplete shipments or similar problems. The Vendor shall replace at NO charge any library materials discovered to be defective for up to one (1) year after receipt of the library materials, regardless of whether the library material has been processed.

PAYMENT

Payment to be processed upon presentation of properly executed invoice after library materials and services have been received, inspected, and accepted. Invoices will be paid within sixty (60) days of receipt of complete and satisfactory delivery, or receipt of properly executed invoice, whichever is later.

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		<p>Library Materials & Services</p> <p>Contract to provide Library Materials and Services at a discount off MSRP for State Library of Louisiana and Eligible Libraries statewide.</p> <p>EXCLUSIONS:</p> <ul style="list-style-type: none"> -Audio Visual Equipment -Computers and Peripherals -Copiers -Electronic books or audiobooks that -Furniture -Printers -Media Security Systems 	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.

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1. **Vendor's Forms.**

The Purchase/Release Orders is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

2. **Price Reductions.**

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 Director of State Procurement. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

3. **Deliveries.**

Contractors will maintain an adequate supply of all items in order to meet specified delivery.

4. **Vendor List.**

The bidder who signs the bid will be designated as prime contractor on any contract resulting from this solicitation. If additional distributor vendors are authorized to receive orders for items contained in said contract, the bidder should submit with the bid a list of those additional authorized distributors including the complete business address. The prime contractor will be responsible for the actions of any distributor vendors listed.

5. **Rebate.**

Successful vendor(s) shall pay a 1% rebate to the State of Louisiana, Office of State Procurement in exchange for the management and facilitation of contracts resulting from this solicitation. The calculation of this fee includes any entity receiving contract pricing resulting from the awarded contracts. The rebate shall be submitted quarterly and shall be based on the total new (gross sales minus returns, credits and deductions) sales to the state of Louisiana. The calculation of the administrative fee shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

First Quarter:	January 1 through March 31, due by May 15.
Second Quarter:	April 1 through June 30, due by August 15.
Third Quarter:	July 1 through September 30, due by November 15.
Fourth Quarter:	October 1 through December 31, due by February 15.

The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement and is to be mailed to the Office of State Procurement, Attn: Kara Allen, P. O. Box 94095, Baton Rouge, LA 70804-9095.

6. **Acceptance.**

Bids on this contract will be assumed to be firm for acceptance for a minimum of 60 days. If accepted, prices must be firm for the specified contract period.

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7. Contract Revisions.

Requests for revisions to this contract must be addressed to the Director of State Procurement and shall refer to the contract item number with justification of the request. Distributor vendor changes, price reductions and justifiable item deletions may be considered during the contract period. New item additions may be considered only when State Procurement has determined additions will be of substantial benefit to the state and will justify the time, effort and cost required making such additions.

Contractor must immediately notify the Office of State Procurement when any dealer on this contract is terminated, relocated or added. All orders placed with dealers prior to receipt of such notification by the office of state procurement must be honored. Revisions will become effective only upon approval by the director of state procurement or designee. Bidder should include with bid a list of all persons, in addition to the signer of this bid, who are authorized to request revisions to this contract.

8. Quantities.

The quantities referenced in the solicitation are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid. Neither the State nor agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

9. Cancellation.

The State of Louisiana reserves the right to cancel this contract with thirty (30) days written notice.

10. Contract Performance Evaluation.

In an effort to improve our contracts to meet the needs of the agencies we serve, the contractor's performance will be monitored. Agencies' feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation form, go to <http://www.doa.louisiana.gov/osp/onlineforms/submit/contrperformance.pdf>, or call for a copy. Agency reports of deficient performance will be appropriately addressed during the contract period.

11. Contract Extension Option.

This contract shall be effective for an initial thirty-six (36) months from the date of award and at the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed sixty (60) months.

12. Contract Usage.

Successful vendor is to keep a record of all orders issued against the contract during the contract period. Approximately four (4) months prior to the end of the contract period, the vendor is to be prepared to submit to the Office of State Procurement a contract usage report. The reports should be in Excel format.

13. Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, R.S. 39:1673.

14. Late payments; if any, shall be paid in accordance with R.S. 39:1695.

15. This contract shall be effective for the period beginning on the date of award and ending thirty-six (36) months from the date of award.

16. Merchandise Inspection:

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The Purchasing Agency reserves the right to inspect and test the delivered merchandise for compliance with the specifications. If merchandise fails to meet the specifications, the cost of the test and inspection will be paid by the contractor. If the merchandise is in compliance, cost of all test will be paid by the using agency.

Bidder: Carol Tully # 310054113**V. PRICE SCHEDULE A**

The annual value of this contract is approximately \$20,000,000.00. This is an estimate only, based on prior usage, and may be increased or decreased to meet actual requirements. The following price schedules contain the projected in each Category.

The responsible Vendors that propose the ten (10) best firm fixed discounts in each category will be awarded a contract under this ITB. The discount(s) should be expressed in whole numbers: no decimal points, ranges, or per-order volume discounts.

Materials

Category	% Total Volume	Estimated Dollars	Discount 
Adult Trade Hardcover	20.0000%	\$4,000,000.00	
Juvenile Trade Hardcover	15.0000%	\$3,000,000.00	
Adult Quality Paperback	12.5000%	\$2,500,000.00	
Juvenile Quality Paperback	10.0000%	\$2,000,000.00	
Mass Market Paperback	10.0000%	\$2,000,000.00	
Library Binding	2.5000%	\$500,000.00	
Board Books	2.5000%	\$500,000.00	
Graphic Novels/Comic Books	0.5000%	\$100,000.00	
Foreign Language Books	0.5000%	\$100,000.00	
University Press Books	0.0625%	\$12,500.00	
Small Press Books	0.0625%	\$12,500.00	
Limited Publication Books	0.0625%	\$12,500.00	
Minimal Publisher's Discount Books	0.0625%	\$12,500.00	
Large Print Adult Trade Hardcover	2.5000%	\$500,000.00	
Large Print Juvenile Trade Hardcover	1.0000%	\$200,000.00	
Large Print Adult Quality Paperback	0.5000%	\$100,000.00	
Large Print Juvenile Quality Paperback	0.5000%	\$100,000.00	
Large Print Mass Market Paperback	0.5000%	\$100,000.00	
Large Print Library Binding	0.2500%	\$50,000.00	
Adult Audiobooks	5.0000%	\$1,000,000.00	27%
Juvenile Audiobooks	5.0000%	\$1,000,000.00	27%
Nonfiction Audiobooks	0.5000%	\$100,000.00	27%
University Press Audiobooks	0.0625%	\$12,500.00	10%
Small Press Audiobooks	0.0625%	\$12,500.00	15%
Limited Publication Audiobooks	0.0625%	\$12,500.00	10%
Minimal Publisher's Discount Audiobooks	0.0625%	\$12,500.00	10%
Compact Discs – spoken word or music, adult or juvenile	1.0000%	\$200,000.00	
Digital Videodiscs – entertainment, adult or juvenile, including video games	5.0000%	\$1,000,000.00	
Digital Videodiscs – instructional, educational, or training materials, adult or juvenile	2.5000%	\$500,000.00	
Playaway All-in-One Audiobooks	0.5000%	\$100,000.00	27%
Playaway Bookpacks <i>*TEC Book Bundles = Prebound book, CD, or Playaway and hanging bag</i>	0.0750%	\$15,000.00	27%
Playaway View All-in-One Video Players	0.1250%	\$25,000.00	12%
Foreign Language Instructional Materials – CD, DVD, or mixed media, adult or juvenile	0.4000%	\$80,000.00	
Maps, Globes, Atlases, Charts	0.1000%	\$20,000.00	
Musical Scores/Sheet Music	0.1000%	\$20,000.00	
Microfilm	0.2500%	\$50,000.00	
Microfiche	0.1000%	\$20,000.00	
Digital Microfilm	0.1000%	\$20,000.00	

CD 12/20 *Discount includes audio and all packaging, processing, and shipping charges.

VI. PRICE SCHEDULE B

Libraries often require processing services in addition to basic materials. These may be billed as a separate line item on the invoice. Please quote a Net Price on each of the following products/services. The price should be expressed as a straight price (\$0.00), no ranges or per-order volume pricing.

Processing

Category	Net Cost or Discount (%) per item *
1. Shelf-ready Package (includes packaging/covering, affixed spine label, book pocket and card or due date slip, barcode with protector, property label, and security strip)	
2. Automated Package (includes shelf-ready package plus MARC record or card set)	
3. MARC records (Internet download)	
4. Customized MARC records (Internet download)	
5. Mylar/Dustjacket	
6. Plastic Lamination or Cover-up	
7. Generic Barcode, according to library specifications	
8. Customized Barcode	
9. RFID Tag/Label	
10. Security Device (e.g., Tattle-Tape™)	
11. Ownership/Property Label	
12. Reading Program Label/Sticker	
13. Due Date Slip	
14. Pocket	
15. Spine Label	
16. Label Protector	
17. Shrink-Wrap and Security Seals Removed	
18. Shrink-Wrap Removed, Repackaged in Secure Case	
19. Shrink-Wrap Removed, Repackaged in Plastic Case	
20. Other:	

* Price includes audio and all packaging, processing, and Shipping Charges.

TAPED EDITIONS, INC.
TEI LANDMARK AUDIO

Contract Number	Contract Line Number	Contract Description	Vendor Name	Effective From	Effective To
4400008577	1	Library Materials & Services Statewide	Taped Editions Inc.	3/1/2016	2/28/2019