

REQUEST FOR QUOTE

For

CENTRAL BOOK DEPOSITORY



QUOTE DUE DATE/TIME: October 7, 2019, at 2:00 pm CT

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF EDUCATION**

ISSUED: August 5, 2019

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1.0. GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Quote (RFQ) is to obtain competitive bids from qualified bidders who are interested in being designated by the State Superintendent of Education to provide services as the sole authorized textbook depository serving in a preferred status for the ordering and distribution of school books and for the ordering of specialized formats (e.g., *Braille, large print, digital, audio, etc.*).

1.2 Background

The Louisiana Department of Education (LDOE) will contract with a textbook depository for a ten-year period to provide instructional materials and services to its schools and districts from July 1, 2020 - June 30, 2030. There are approximately 1,800 public and nonpublic schools across the state's 169 school districts in need of school book deliveries every year, serving approximately 800,000 public and nonpublic students and more than 47,000 teachers during the 2018-2019 school year. In 2018, school districts spent \$15 million for school books delivered from the state's textbook depository. This amount, which reflects the use of state and local funds for school books, fluctuates annually. Average sales over the past five years were just over \$21 million annually. This RFQ seeks to initiate a ten-year contract with a textbook depository which can provide the services that are outlined.

School districts may also order school books directly from publishers (See La. R.S. 17:351.1.), but many districts prefer the convenience of a central ordering and distribution mechanism. In addition, while some publishers have the capacity to carry out activities of a depository, others prefer the conveniences and services which a central depository can offer.

La. R.S. 17:351.1. authorizes the State Superintendent of Education to contract with a public or private entity to act as the depository that will be used by all publishers having contracts to supply school books.

State textbook adoption is now conducted entirely online with the results posted on the Department's website. Publishers with materials that are rated Tier 1, or Tier 2 (during the first two years of an initial call for materials), will be awarded a state contract for district purchasing. Districts may adopt and purchase any materials that have been reviewed by the state or locally. These publishers may call upon the depository for support during local adoptions and require temporary, but accessible, storage areas for printed materials ordered and transported to schools.

The depository is currently the central entity responsible for collecting, storing, and reporting relevant information related to the district's purchasing history.

1.3 Scope of Services

[Attachment I](#) details the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The State has the authority to contract with a book depository for up to ten-years upon approval. The fiscal year (July 1, 2019 - June 30, 2020), will be a transitional year in the event that a new depository is named. Any contract resulting from this RFQ is tentatively scheduled to begin on or about July 1, 2020 and will continue through June 30, 2030.

2.2 RFQ Coordinator

Karen Evans, Purchasing Manager
Louisiana Department of Education
1201 North 3rd Street
Suite 5-242
Baton Rouge, LA 70802
Phone: (225) 324-3828
E-mail: RFP_LDE@la.gov

This RFQ is available in electronic form on the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. If you have trouble accessing the RFQ, email RFP_LDE@la.gov for a version in Word format.

2.3 Bidder Inquiries

The State will consider written inquiries from bidders regarding RFQ requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFQ should a change be identified that is in the best interest of the State.

To be considered, requests for clarification of the content of this RFQ must be sent via email to RFP_LDE@la.gov by **August 26, 2019, 4:00 p.m. CST** on the date specified in the Schedule of Events. Any and all questions directed to the RFQ Coordinator will be deemed to require an official response.

Only the RFQ Coordinator has the authority to officially respond to a Bidder's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State. Official responses to each of the questions presented by bidder will be posted by **September 13, 2019**, on the LaPAC website.

2.4 Pre-Bid Conference Call

A non-mandatory pre-bid conference call will be held at **2:00 p.m. CST, August 19, 2019.**

Topic: Central Book Depository Pre-Bid Conference Call (Attendance Optional)

Time: Aug 19, 2019 02:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://doe.zoom.us/j/7750251644>

One tap mobile

+16468769923,,7750251644# US (New York)

+16699006833,,7750251644# US (San Jose)

Dial by your location

+1 646 876 9923 US (New York)

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

Meeting ID: 775 025 1644

Prospective bidders may participate to obtain clarification of the requirements of the RFQ and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers provided during the conference call, the only official answer or position of the state will be stated in writing in response to questions that are received by the RFQ Coordinator via email, and by the deadline as indicated in this RFQ. Therefore, bidders should submit all questions through email (even if an answer has already been given to an oral question). After the conference call, questions will be researched and the official response posted as an addendum on the LaPAC website.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFQ, LaPAC website	August 5, 2019
Pre-Bid Conference Call (optional)	August 19, 2019
Deadline for receipt for written inquiries	August 26, 2019
Deadline for responses to bidder inquiries	September 13, 2019
Bid submission deadline	October 7, 2019 2:00 p.m. CST
Announce Award of "Successful Bidder"	November 8, 2019
Contract execution	July 1, 2020

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

2.6 Definitions

When used in this RFQ, the words defined in this Section shall have the meanings set forth below unless the context in which they are used clearly requires a different meaning or a different definition as prescribed for a particular part or provision. These definitions reflect those in La. Revised Statutes and the Louisiana Department of Education.

1. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
2. Amendment – Any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other provisions of the existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, such as supplemental agreements, unilateral actions, administrative changes, notices of terminations, and notices of the exercise of a contract option.
3. Award – Contract
4. Bidder - Any vendor/individual responding to this request for quote.
5. Budget Unit Head – The appropriate administrator who authorizes the contract. For the purposes of this manual it is the Superintendent of Education.
6. Business – Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.
7. Competitive Negotiation – To negotiate for a contract through a Request for Quote (RFQ) process or any other similar competitive selection process.
8. Compliance – To conform to the terms and conditions of a contract.
9. Consulting Services – Work, other than professional or personal service, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services or improvements in programs or services, including but not limited to such areas as management, personnel, finance, accounting, planning and feasibility studies, data processing, public relations, appraisals and advertising contracts, except for printing associated therewith.
10. Contract – Every type of state agreement, including orders and documents purporting to represent grants, which are for the purchase or disposal of supplies, services, construction, or any other item. It includes awards and notices of award; contracts of a fixed price or cost reimbursement type; contracts providing for the issuance of job or task orders, and letter contracts. It also includes contract modifications with respect to any of the above agreement.
11. Contractor – Any person having a contract with a governmental body; the selected bidder.

12. Contract Review Committee – Team comprised of representatives of each division along with a Legal representative and Management and Finance representatives responsible for reviewing all contracts requiring BESE approval. Review is conducted for compliance of department policy, procedures, and assuring that contract relates to the overall mission of the department.
13. Cooperative Endeavor – Article VII, Section 14(c) of the Constitution states, “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual.”
14. Department – For purposes of this RFQ, refers to Louisiana Department of Education.
15. Designee – A duly authorized representative of a person holding a superior position.
16. Discussions – For the purposes of this RFQ, a structured means of conducting written or oral communications with responsible bidders who respond to this RFQ.
17. Employee – An individual drawing a salary from a governmental body, whether elected or not, and any non-salaried individual performing personal services for any governmental body.
18. Governmental Body – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state.
19. Grant – The furnishing of support, whether financial or otherwise, by a governmental body or entity to any person for assistance in carrying out a program. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; an agreement resulting from such an award is not a grant but a procurement contract.
20. Interagency Agreement – Any contract in which each of the parties thereto is a governmental body. Usually involves the transfer of funds to another state agency for services rendered by the agency.
21. LDOE – The Louisiana Department of Education
22. LEA – Local Educational Agency.
23. L.R.S. – Louisiana Revised Statute.
24. Management and Finance Review Team – The group responsible for reviewing all contracts valued \$50,000 and under for accuracy and completeness prior to routing to the Executive Office for signature approval.
25. Memorandum of Understanding – A type of financial arrangement for instruction, education or disbursement of funds by the Department (a party to the agreement) through contracted providers. Usually involves the flow through of funds for disbursement to a third party provider.
26. Monitor – A Department employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law.
27. May – The term “may” denotes an advisory or permissible action.
28. Must – The terms “must” denotes mandatory requirements per R.S. 39:1556(24).
29. OSP – Office of State Purchasing

30. Negotiation – The formulation of a contractual relationship without the necessity of competitive bidding or by a request for quote process as set forth in this policy and in La. R.S. 39:1494-96.
31. Non-compliance – Failure to meet the terms of the contract.
32. Permissible Action – The term denotes an advisory or permissible action.
33. OCR – Office of Contractual Review, Division of Administration. OCR is used throughout this manual to distinguish between the Departments, Contractual Review Office and the Division of Administration.
34. Person – Any business, individual, union, committee, club or other organization or group of individuals.
35. Personal Service – Work rendered by an independent contractor which requires the use of creative or artistic skills, such as, but not limited to graphic artists, sculptors, musicians, photographers and writers; or which requires the use of highly technical or unique individual skills or talents, such as, but not limited to paramedics, therapists, handwriting analysts, foreign representatives, and expert witnesses for adjudications or other court proceedings.
36. Performance – To function in accordance with the scope of service requirements of the contract.
37. Performance Compliance – Conformance to the Department's programmatic expectations of the effectiveness and efficiency of the service delivery as defined by contract performance standards.
38. Procurement – The purchasing, buying, renting, leasing, or otherwise obtaining of any professional, personal, consulting or social service, real estate, leasing or any combination of these services. It also includes all functions that pertain to the obtaining of services, including description of requirements, selection and solicitation of sources, preparation, award of contract, and all phases of contract administration.
39. Professional Service – Work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it, which independent contractor shall include but not be limited to lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, accountants, and claims adjusters. A profession is a vocation founded upon prolonged and specialized intellectual training, which enables a particular service to be rendered. The word "professional" implies professed attainments in special knowledge as distinguished from mere skill. For contracts with a total compensation of \$50,000 or more, the definition of "professional service" shall be limited to lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, accountants, claims adjusters and any other profession, which has been specifically added by regulations adopted by OCR of the Division of Administration. Others shall be handled in the same manner as consulting service in excess of \$50,000.
40. Program – A defined, specific scope of services to be provided.
41. Programmatic Compliance – Documentation of conformance to the provision of services required by the contract.
42. Receive and Refer – Contracts with a beginning date of at least three (3) months out. The contract will be reviewed the first month and then sent to "Action."

43. RFQ – Request for Quote
44. Services – The rendering, by a contractor, of time and effort, rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of service.
45. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
46. School Books – All textbooks, related booklets, workbooks, audio-visual devices, and any other similar materials of instruction available in various formats and platforms.
47. Should – the term “should” denotes desirable
48. Social Service – Work rendered by a person, firm, corporation, governmental body or governmental entity in furtherance of the general welfare of the citizens of Louisiana.
49. Special Consideration – Contracts that need to be acted on immediately. These contracts must have a letter addressed to the Superintendent asking for permission and giving justification as to why the contract should be placed under Special Consideration.
50. State – The State of Louisiana.
51. State-adopted – State reviewed and approved through state contract.
52. Subcontractor – Individual or firm who assumes some of the obligations of the primary contractor via a contract. The Department has no direct contractual relationship with the individual or firm performing that portion of the program. The Assistant Superintendent must approve subcontracts in writing. All subcontracts shall be subject to the same clauses required by law and by the primary contract.
53. Technical Compliance – Formal documentation of conformance to procedural and regulatory requirements of the contract.
54. R.S. 39:1481 et al – Statute governing procurement of Professional, Personal, Consulting and Social Services. This chapter applies to every expenditure of public funds, except as specifically exempted, for any contract or like business agreement to purchase professional, personal, consulting or social services. The Director of Contractual Review, Division of Administration, adopts rules and regulations governing the procurement, management, control and disposal of these services. Those rules and regulations are contained in "Regulations for the Procurement of Professional, Personal, Consulting and Social Services."

3.0 BID INFORMATION

3.1 Bid Response Location

Bidders who are interested in providing consulting services under this RFQ should submit a bid containing the information specified in Section 4.0. The fully completed bid with original signatures by an authorized representative must be received in hard copy (printed) version by the RFQ Coordinator by the deadline date specified in the Schedule of Events. Fax or emailed submissions **are not** acceptable.

It is solely the responsibility of each Bidder to assure that their bid is delivered at the specified place and prior to the deadline for submission. Bids, which for any reason are not so delivered, will not be considered for purposes of this RFQ.

3.2 Minimum Qualifications of Bidder

Bidders of this RFQ must meet the following minimum qualifications:

1. Must currently serve as a book depository for school systems.
2. Must be financially sound to withstand volatile budget constraints common to school systems.
3. Must submit the following required attachments
 - a. References from at least three government entities or private firms for which similar services have been provided. (Include contact person and telephone number for each reference.)
 - b. Bidder's annual financial statements, annual reports, or similar data for the last three years.

3.3 Determination of Responsibility

Determination of the bidder's responsibility relating to this RFQ shall be made according to the standards set forth in LAC 34:2536. The State must find that the bidder:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
3. Is able to comply with the proposed or required time of delivery or performance schedule.
4. Has a satisfactory record of integrity, judgment, and performance.
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders should ensure that their bids contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that

have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a bidder is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), bidder shall include in their bid the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=671504>.

The statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/Vendor/VndPubMain.cfm?tab=2>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

3.5 RFQ Addenda

State reserves the right to change the calendar of events or revise any part of the RFQ by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted on the LaPAC website. It shall be the responsibility of the bidder to check the website for addenda to the RFQ, if any.

3.6 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any bid.

3.7 Bid Rejection

Issuance of this RFQ in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.8 Withdrawal and Resubmission of Bid

A bidder may withdraw a bid that has been submitted at any time up to the date and time the bid is due. To accomplish this, a written request signed by the authorized representative of the company must be submitted to the RFQ Coordinator.

3.9 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and the prime contractor shall be responsible for all deliverables referenced in the RFQ or bid. This general requirement notwithstanding, bidders may enter into subcontractor arrangements; however, they should acknowledge in their bid total responsibility for the entire contract.

If the bidder intends to subcontract for portions of the work, the bidder should include specific designations of the tasks to be performed by the subcontractor. Information required of the bidder under the terms of this RFQ is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.10 Ownership of Bid

All materials submitted in response to this request becomes the property of State. Selection or rejection of a bid does not affect this right.

3.11 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a bid identified as such must be clearly marked in the bid and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any bid marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.12 Cost of Preparing Bids

The State is not liable for any costs incurred by prospective bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the bidder in responding to this RFQ are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the State of Louisiana.

3.13 Errors and Omissions in Bid

The State will not be liable for any errors in bids. The State reserves the right to make corrections or amendments due to errors identified in bids by State or the Bidder. The State, at its option, has the right to request clarification or additional information from the Bidder.

3.14 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the bid submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the bid.

The RFQ and bid of the selected bidder will become part of any contract initiated by the State.

The selected bidder will be expected to enter into a contract which is substantially the same as the sample state contract included in [Attachment V](#). In no event is a bidder to submit its own standard contract terms and conditions as a response to this RFQ. The bidder should submit with their bid any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected bidder.

If the contract negotiation period exceeds 30 days or if the selected bidder fails to sign the final contract within seven business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked bidder.

3.14 Code of Ethics

The bidder acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Agreement. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

4.0 RESPONSE INSTRUCTIONS

4.1 Bid Submission

Bids must be received on or before **2:00 p.m., Central Daylight Savings Time**, on the date specified in the Schedule of Events. Bidders mailing their bids should allow sufficient mail delivery time to ensure receipt of their bid by the time specified. It is solely the responsibility of each bidder to ensure that the bid is delivered at the specified place and prior to the deadline for submission. Bids, which for any reason are not received by the deadline, will not be considered. The bid package must be delivered at the bidder's expense to the following mailing address:

Karen Evans, Purchasing Manager
Louisiana Department of Education
1201 North Third Street
Suite 5-242
Baton Rouge, LA 70802
Phone: (225) 324-3828

4.2 Bid Format

The State requests that six (6) hard copy printed versions of the bid and one electronic copy of the bid on a flash drive be submitted to the RFQ Coordinator at the address specified. A second electronic copy on a flash drive with confidential information, trade secrets, and proprietary information redacted should also be submitted to the RFQ Coordinator at the address specified. The **original** hard copy should contain original signatures; the original hard copy should be clearly marked or differentiated from the other copies.

This copy will be retained for incorporation by reference in any contract resulting from this RFQ.

The bid must be signed by those company officials or agents duly authorized to sign bid or contracts on behalf of the organization. A copy of a board resolution granting such authority should be submitted.

Responses to the requirements of this RFQ in the format requested are desirable with all questions answered in as much detail as practical. Bidder's response should demonstrate an understanding of the requirements. Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFQ. Bidder is solely responsible for accuracy and completeness of the bid submitted.

4.3 Cover Letter

A cover letter should be submitted on the Bidder's official business letterhead explaining the intent of the Bidder.

The cover letter should exhibit the Bidder's understanding and approach to the project. It should contain a summary of Bidder's ability to perform the services described in the RFQ and confirm that Bidder is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the bid, the Bidder certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121).

The person signing the bid must be:

- a. A current corporate officer, partnership member, or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the secretary of state; or
- b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- c. An individual authorized via other documents which are acceptable to the public entity.

The cover letter should:

- d. Identify the submitting Bidder;
- e. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Bidder to contractually obligate the Bidder; and
- f. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

4.4 Bid Format

Bidder should submit a bid as specified in [Attachment II](#) which shall include enough information to satisfy evaluators that the Bidder has the appropriate experience, and qualifications to perform the scope of services as described herein. Bidder should respond to all areas requested.

4.5 Certification Statement

The Bidder must sign and submit the Certification Statement shown in [Attachment III](#).

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of bids will be accomplished by an evaluation team, to be designated by the State, which will determine the bid most advantageous to the state.

5.2 Administrative and Mandatory Screening

All bids will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Bids found not to be in compliance will be rejected from further consideration.

5.3 Evaluation and Review

Bids that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the bid. The evaluation will be conducted according to the following:

SAMPLE:

The Evaluation Team will evaluate and score the bids using the criteria and scoring specified in the following table.

Bidder’s Score= (Sum of maximum points awarded)

Criteria	Points
1. Bidder Qualifications and Experience	30
2. Technical	20
3. Innovative Concepts	10
4. Project Schedule	8
5. Financial	20
6. Hudson/Veteran's Preference	12
Maximum Points	100

Bid Score ranging from 0-32 is considered *Weak*;
Bid Score ranging from 33-67 is considered *Adequate*; and
Bid Score ranging from 68 to 100 is considered *Strong*.

The following criteria will be used to evaluate bids submitted in response to the RFQ. The evaluation criteria are meant to assist the bidder in development of the quote, but may not be all inclusive of requirements under each part of the request. Bidder should refer to the specific requirements detailed in Attachment I and II. The bids will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

5.3.1 Bidder Qualifications and Experience (30 points)

- a. Bidder’s history with similar contracts, including prior services for government entities or private firms
- b. Past experience of bidder as a depository, including experience of key personnel and subcontractors (based on submitted resumes)
- c. Evidence of consumer satisfaction with existing services

- d. Volume of service delivery under similar contracts
- e. Staffing plans for project, including detailed discussion regarding staff responsibilities

5.3.2 Technical

(20 points)

- a. Detailed description of facility/facilities or planned facility/facilities that demonstrate adequate space, including the collection of and environmentally controlled storage for physical inventory, and special viewing arrangements/space for the general public
- b. Description of overall depository operations and procedures, including the system for shipping and delivery within prescribed guidelines of the LDOE
- c. Detailed description of security measures and supervision of the facility and inventory to ensure quality care, storage, and access to publishers' products
- d. Plans for and design of computerized inventory, ordering, billing, accounting and reporting systems
- e. Plans for communication with the LDOE and customer service with LEAs, including website, online ordering and toll-free phone line

5.3.3 Innovative Concepts

(10 points)

- a. Detailed description of innovative methods or supplemental deliverables to enhance the contract obligations

5.3.4 Project Schedule

(8 points)

- a. Detailed schedule for implementation, including actions, timelines, responsible parties, transition activities, etc.

5.3.5 Financial

(20 points)

- a. Detailed plans and procedures regarding shared commissions and rebates which may be offered to the LDOE
- b. Cost savings measures provided to LEAs, including shipping and transportation, and detailed plans for an exchange system of school books for LEAs
- c. Financial strength and stability of company or corporation

5.3.6 Hudson/Veteran's Preference

(12 points)

- a. Bidder is a certified small entrepreneurship: Full points
- b. Bidder is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - 1. The number of certified small entrepreneurs to be utilized
 - 2. The experience and qualifications of the certified small entrepreneurship(s)

3. The anticipated earnings to accrue to the certified small entrepreneurship(s)
- c. If Bidder is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), bidder shall include in their bid the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

MAXIMUM POINTS POSSIBLE

100

Bids with the highest points possible will be recommended to the Superintendent of Education for approval.

5.4 Announcement of Contractor

The State will notify the successful bidder and proceed to negotiate terms for final contract. Unsuccessful Bidders will be notified by way of email accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the bidder is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the bidder is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Billing and Payment

The State Superintendent of Education will authorize the sole State textbook depository to contract with publishers of State-adopted school books and materials of instruction. The awarded contractor shall negotiate with publishers, a contract for depository services and shall provide a copy of each such contract to State. Shared commissions due by Contractor to the State shall be computed on all sales through the depository and shall be consistent with Contractor's bid.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The Louisiana Department of Education (LDOE) will contract with a textbook depository for a ten-year period to provide instructional materials and services to its schools and districts. There are approximately 1,800 public and nonpublic schools across the state's 169 school districts in need of school book deliveries every year, serving approximately 800,000 public and nonpublic students and more than 47,000 teachers during the 2018-2019 school year. In 2018, school districts spent \$15 million for school books delivered from the state's textbook depository. This amount, which reflects the use of state and local funds for school books, fluctuates annually. Average sales over the past five years were just over \$21 million annually. This RFQ seeks to initiate a ten-year contract with a textbook depository which can provide the services as outlined in this RFQ.

School districts may order school books directly from publishers (Louisiana Revised Statute (L.R.S.) 351.1), but many districts prefer the convenience of a central ordering and distribution mechanism. In addition, while some publishers have the capacity to carry out activities of a depository, others prefer the conveniences and services which a central depository can offer.

La.R.S. 17:351.1 authorizes the State Superintendent of Education to contract with a public or private entity to act as the depository that will be used by all publishers having contracts to supply school books.

State textbook adoption is now conducted entirely online with the results posted on the Department's website. Publishers with materials that are rated Tier 1, or Tier 2 (during the first two years of an initial call for materials), will be awarded a state contract for district purchasing. Districts may adopt and purchase any materials that have been reviewed state or locally. These publishers may call upon the depository for support during local adoptions and require temporary, but accessible, storage areas for printed materials ordered and transported to schools.

The depository is currently the central entity responsible for collecting, storing, and reporting relevant information related to the purchasing history of State-adopted textbooks.

The primary objective of the Louisiana school book depository is to provide quality services through a comprehensive system that is aligned with State efforts to improve accountability. Quality services include the timely delivery of school books to LEAs; professional reporting on behalf of all clients (e.g., the Board, the LDOE, Publishers, and LEAs); and, serving as a publisher resource to carry out obligations as required by the LDOE. The development of this RFQ procedure through which needs, roles and responsibilities are clarified was designed to facilitate efforts that achieve this objective.

Performance requirements that establish an ongoing professional relationship between the depository and the LDOE will assure that quality services and state-of-the-art processes remain

responsive to the changing needs of education.

2. Tasks and Services

The LDOE desires to receive services from a depository which can provide:

- a. consultation with publishers to receive printed school books that have been ordered by the local education agencies (LEAs) seeking to consolidate orders through a central depository;
- b. delivery of school books ordered by the LEAs to school districts across the state (*excluding specialized formats such as Braille, large print, digital, audio, etc.*) within required timeframes and ensuring that the books shipped are in good condition;
- c. physical assistance to publishers in the distribution of books;
- d. administrative assistance involving recording and maintaining accurate records;
- e. accurate financial records and accounts in accordance with generally accepted accounting principles;
- f. full access to relevant certified financial statements and purchasing history between the LEAs and publishers for purposes of state auditing and accountability;
- g. quality oversight and quarterly reporting of financial affairs;
- h. quality controls that demonstrate efficiency, adequacy, and integrity of operations;
- i. quality service delivery;
- j. an in-state inventory to ensure timely delivery of newly ordered school books, including a warehouse to allow receipt and storage of printed materials ordered by the LEAs or nonpublic schools;
- k. a central location that provides public viewing of all printed student editions that are state-adopted;
- l. online ordering of school books in all formats, as authorized by the LDOE;
- m. automated daily reports of orders for alternate formats received and transferred to the LDOE's designated instructional materials resource center for conversion, acquisition, and delivery of these alternate formats.

3. Deliverables

- a. maintain copies of all contracts with publishers within 15 days of execution of those contracts, to include disclosure of all fees associated with depository services;
- b. prompt delivery of printed school books and other materials of instruction to all Local Education Agencies, at the State's contracted price;
- c. copy of lease document or deed of ownership for the facility or facilities to be used by Contractor during the ten year contractual period, to be submitted annually on the contract anniversary date;

- d. copies of any contracts or special tariff arrangements with any shipper or transport provider to be provided to the State upon contract approval and continuing updates until the termination of this contract;
- e. a quarterly purchasing history for each Local Education Agencies; beginning with July 1, 2020 purchases and due quarterly thereafter until termination of this contract; each report shall include a statewide roll-up, and shall have been verified and produced in a Microsoft-compatible format;
- f. an information management system that allows reconciliation of all data provided to the Instructional Materials Supervisor, the Contractor, and Local Education Agencies;
- g. development of a user-friendly web site with graphical user interface;
- h. provision for on-line ordering that is linked to the Depository's website;
- i. reports that provide ordering patterns and inventory information, as required by the State, due June 30 of each year until the termination of the contract;
- j. consultation with the State and Local Education Agencies as needed;
- k. public access to viewing adopted student editions during regular business hours;
- l. preparation and distribution of a comprehensive catalog of State-adopted school books and materials of instruction;
- m. audited annual financial report for contractor (will be treated as proprietary); and
- n. easily accessible customer service, including a toll-free telephone number;
- o. an annual written report, due within sixty (60) days after the end of each fiscal year (July 1 to June 30). The annual report shall reflect the quality, efficiency and effectiveness of the Contractor in service delivery and/or innovative strategies, including but not limited to, annual achievements (quality), activities in support of customer needs (include quotes/comments);
- p. payment of shared commissions to the State on all sales of textbooks and instructional materials as set forth in the contract.

4. Functional Requirements

While the depository may act as an agent on behalf of publishers as negotiated in contracts, the designated depository is also responsible for the following:

- a. ensuring that the best shipping prices are secured and that only net shipping cost is charged to the LEA;
- b. ensuring that the LEA is only charged the state-contracted adoption price of all state-adopted school books;
- c. ensuring that print orders placed by the LEA arrive within 90 days during the official ordering cycle (other orders within 30 days) and that shipments to school systems coincide with orders placed within the correct fiscal year;
- d. establishing and utilizing a computerized textbook inventory system whereby state-adopted school books are identified and whereby purchasing histories by LEAs are submitted to and interface electronically with the LDOE, at the beginning (July 1) and end of each fiscal year (June 30);
- e. establishing and utilizing a computerized textbook inventory system which will allow for an interface with an online publisher bid submission system as created by the LDOE.

5. Technical Requirements

- a. Designation of the primary liaison designated to collaborate with the LDOE.

- b. Explanation of how space and environmental controls will be designed to ensure proper use and care of school books.
- c. Plans for the collection and storage of physical inventory;
- d. Security measures and supervision of the facility and inventory to ensure quality care, storage, and access to publishers' products.
- e. Accommodations for a special viewing area for the general public;
- f. Procedures established to ensure that book orders shall be delivered to the LEAs within ninety days of the official ordering period (thirty days for orders placed outside the official ordering period);
- g. Plans for, or existing operation of, a computerized data collection system, which includes how and where an adequate inventory will be provided;
- h. Computer capabilities and types of reports that will be produced;
- i. Billing and accounting procedures that will be used;
- j. Detailed description of the website that shall be developed and maintained by the depository and of the configuration of the online ordering system;
- k. Automated data collection and notification system for specialized formats of state-adopted school books.

6. Project Requirements

In addition to other reporting mentioned in this RFQ, the successful contractor shall be required to submit an annual written report, due within sixty (60) days after the end of each fiscal year. The annual report shall reflect the quality, efficiency and effectiveness of the Louisiana school book depository in terms of successful service delivery and/or innovative strategies, including, but not limited to,

- a. Annual achievements (Quality),
- b. Verification of efficiency of operations (Efficiency), and
- c. Activities in Support of Clientele needs including quotes/comments (Effectiveness), and
- d. If applicable, during the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

7. Insurance Requirements

Contractor shall furnish the State with certificates of insurance affecting coverage(s) required by the RFQ ([see Attachment IV](#)). The certificates for each insurance policy must be from insurance companies licensed to do business in Louisiana by the Department of Insurance and must be rated by the insurance company.

In addition, certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies at any time.

8. No Guarantee of Quantities

The quantities of school books and materials of instruction referred to in the RFQ are estimated to be the amount needed by LEAs. The State shall not provide guarantees as to the quantity of school books and materials of instruction to be ordered in any given year, or for the term of this contract.

9. Record Retention

The Contractor shall maintain all records in relation to this contract for at least three years.

10. Post-Award Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the Louisiana Department of Education.

Changes to the contract include any change in shared commissions, beginning/ending date of the contract, scope of work, and/or Contractor change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

ATTACHMENT II BID SUBMISSION INFORMATION

1. Cover Letter

The cover letter should exhibit the Bidder's understanding and approach to the project. It should contain a summary of bidder's ability to perform the services described in the RFQ and confirm that bidder is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the bid, the Bidder certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the bid must be:

- a. A current corporate officer, partnership member, or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- c. An individual authorized via other documents, which are acceptable to the public entity.

The cover letter should:

- d. Identify the submitting Bidder;
- e. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Bidder to contractually obligate the Bidder; and
- f. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

2. Table of Contents

Organized in the order cited in the format contained herein.

3. Executive Summary

This section should serve to introduce the purpose and scope of the bid. It should include administrative information including, at a minimum, response date, bidder contact name and phone number, and the stipulation that the bid is valid for a time period of 90 days from the date of submission. This section should also include a summary of the bidder's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the bidder cannot comply with any of the contract terms, an explanation of each exception must be supplied. The bidder must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

4. Bidder Qualifications and Experience

The bidder should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the bidder's prior experience in working on projects similar in size, scope, and function to the proposed contract. Bidders should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

- a. Staffing plans: position titles and position responsibilities that include, but are not limited to, training, record-keeping, ordering, inventory control accounting, data collection and reporting, and book delivery.
- b. Resumes for key personnel to be assigned to this project, including those of subcontractors, if any. Emphasis should be on prior experience dealing with similar contracts.

5. Proposed Solution/Technical Response

Bids submitted for consideration should follow the format and order of presentation described below:

Illustrate and describe proposed technical solution and compliance with the RFQ requirements.

- a. Bidder understands the nature of the project and how his/her bid will best meet the needs of the state agency.
- b. Bidder should define his/her functional approach in providing the services.
- c. Bidder should define his/her functional approach in identifying the tasks necessary to meet requirements.
- d. Describe the approach to Project Management and Quality Assurance.
- e. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.
- f. Designation of the primary liaison designated to collaborate with the LDOE.
- g. Explanation of how space and environmental controls will be designed to meet the requirements of the LDOE to ensure the proper use and care of school books.
- h. Plans for the collection, storage, and distribution of physical inventory;
- i. Security measures and supervision of the facility and inventory to ensure quality care, storage, and access to publishers' products.
- j. Accommodations for a special viewing area for the general public;

- k. Procedures established to ensure that book orders shall be delivered to the LEAs within ninety days of the official ordering period (thirty days for orders placed outside the official ordering period);
- l. Plans for, or existing operation of, a computerized data collection system, which includes how and where an adequate inventory will be provided;
- m. Computer capabilities and types of reports that will be produced;
- n. Billing and accounting procedures that will be used.
- o. Detailed description of the website that shall be developed and maintained by the depository and of the configuration of the online ordering system.

6. Innovative Concepts

Presentation of innovative concepts, if any, that Bidder would implement to enhance Depository services.

7. Project Schedule

Provides a detailed schedule for implementation: implementation actions, timelines, responsible parties, transition activities, etc., including plans for all transition activities from the existing depository to the new depository.

8. Financial Proposal

This financial proposal shall include a description of how shared commissions and cost saving measures will be addressed.

a. Shared Commission

- i. Bidders are encouraged to offer shared publisher commissions and rebates to the LDOE. It is anticipated that publishers' commissions and rebates will generate ample funds for operation of the depository in compliance with publisher and LDOE requirements and will also provide a reasonable profit to the depository contractor.
- ii. The shared portion of earned commissions and rebates shall be due and payable to the LDOE by the 20th of the month following each month of depository activity. The LDOE shall require by contract the right to inspect Contractor's records during the term of the contract and for a period of two years after the termination of the contract. Shared commissions must be expressed as a percentage of the commissions received from publishers.
- iii. Bidders offering to share commissions and rebates shall receive proportionate point awards in the evaluation process, based on the significance of the share offered.

b. Cost Savings Measures

- i. Describe service provisions and documentation that shall ensure that shipping and transportation fees charged to the LEAs reflect all discounts and or rebates available.
- ii. Describe the mechanism by which the firm shall provide a system for school book exchanges and/or rebates.

9. Administrative Information

1. Provide a completed Certification Statement as shown in [Attachment III](#).
2. Discuss any suggested revisions to non-mandatory terms and conditions from the Consulting Services Contract.

**ATTACHMENT III
CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Quotes (RFQ), including attachments.

OFFICIAL CONTACT. The State requires that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

Bidder certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this bid and authorized signature below, Bidder certifies that:

- (1) The information contained in its response to this RFQ is accurate;
- (2) Bidder complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein;
- (3) Bidder accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ.
- (4) Bidder's quote is valid for at least one year from the date of the Bidder's signature below;
- (5) Bidder understands that if selected as the successful Bidder, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT IV INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives and employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as the following:

1. Insurance Services Office form number GIL 0002 (Ed.1/73) covering comprehensive General Liability, and Insurance Services Office form GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The occurrence form shall not have a "sunset clause."
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability Coverage.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigations, claims administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's
 - a. The State, its officers, officials, employees, Boards, Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied

or used by the Contractor. The coverage's shall contain no special limitations on the scope of protection afforded to the State, its officers, officials, employees, Boards, Commissions and volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the State, its officers, officials, employees, Boards, Commissions and volunteers.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. **Workers' Compensation and Employers' Liability Coverage**
The insurer shall agree to waive all rights of subrogation against the State, its officers, officials, employees, Boards, Commissions and volunteers for losses arising from work performed by the Contractor for the State.
3. **All Coverage's**
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the State.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VI. This rating requirement will be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the State with certificates of insurance affecting the coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT V

**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
CONTRACT**

BE IT KNOWN, the Department of Education, Office of Academic Content, of the State of Louisiana (hereinafter sometimes referred to as *State*) and (Contractor's name and legal address, including zip code) (hereinafter sometimes referred to as *Contractor*) do hereby enter into contract with funds provided by the program entitled, State-Preferred Book Depository, under the following terms and conditions.

1. Scope of Services

Contractor hereby agrees to furnish the following services: *(If the Scope of Services is lengthier than will fit here, it may be attached separately.)*

- **Specific goals and objectives:**
- **Deliverables:**
- **Performance Measures:** *(that are quantifiable and time-bound)*
- **Monitoring Plan:** *(for adherence to contract requirements and completion of work)*

(Contracts that do not include each of these requirements will be returned to the respective Office without action.)

2. Payment Terms

The State Superintendent of Education will authorize the sole State textbook depository to contract with publishers of State-adopted school books and materials of instruction. The awarded contractor shall negotiate with publishers a contract for depository services and shall provide a copy of such contract to State. Shared commissions due by Contractor to the State shall be computed on all sales through the depository and shall be consistent with Contractor's bid.

The State shall not provide guarantees as to the quantity of school books and materials of instruction to be ordered in any given year, or for the term of this contract.

3. Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

4. Termination for Cause

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. The State has the right to cancel this contract in less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. Remedies for Default

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

8. Assignment of Contract

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written notification to the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. Right to Audit

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing State or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit section.

10. Term of Contract

This contract shall begin on beginning date and shall terminate on ending date. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than ten (10) years.

11. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI and 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. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, 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 contract.

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and State laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

17. Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18. Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19. Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

20. Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

21. Collection Fees

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

22. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

23. Complete Contract

This is the complete contract between the parties with respect to the subject matter and all prior discussions

and negotiations are merged into this contract. This contract is entered into with neither party relying on any Statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

24. Order of Precedence

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Quotes, its amendments and the bid; second priority shall be given to the provisions of the Request for Quotes and its amendments; and third priority shall be given to the provisions of the bid.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of month, year.

STATE AGENCY SIGNATURES:

Assistance/Deputy Superintendent of Education

State Superintendent of Education

WITNESSES' SIGNATURES

CONTRACTOR'S SIGNATURE

By: _____

Telephone: (____) _____

***(Contracts exceeding \$50,000 require the following additional signatures)**

* President, State Board of
Elementary and Secondary Education