

INVITATION FOR BID FORM

May 02, 2023

BID NO. 11L-23

CADDO PARISH SCHOOL BOARD
1961 MIDWAY AVENUE
SHREVEPORT, LA 71108

Shavonda M. Scott
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smscott@caddoschools.org

BID TITLE: LIBRARY BOOKS

SEALED BIDS WILL BE ACCEPTED UNTIL: 10:30 A.M.CST ON THURSDAY, MAY 18, 2023

IMPORTANT: The Instructions/Provisions (12/20/2015) to bidders are available for download and printing at the CPSB website: www.caddoschools.org (Click on Bids and RFP's) or may be picked up from the CPSB Purchasing Department, 1961 Midway Street. If you choose to access from the CPSB website, the Instructions/Provisions will be incorporated by reference with the same force and effect as if set forth in full text.

Dates Advertised: **MAY 2nd & 9th, 2023**

Shavonda M. Scott, MBA, Director of Purchasing

TO BE COMPLETED BY BIDDER:

LEGAL NAME OF BIDDER:

MAILING ADDRESS:

CITY, STATE, ZIP CODE:

TELEPHONE NO: ()

FAX NO: ()

BIDDER CERTIFICATION AND IDENTIFICATION: I/We certify that this bid is made without prior understanding, agreement of connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I/We further certify that none of the principals or majority owners of the firm or business submitting this bid are at the same time connected with or employed by the Caddo Parish School Board.

ASSIGNMENT: The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/we hereby convey, sell, assign and transfer to the Caddo Parish School Board all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the Caddo Parish School Board.

We understand that other bid forms or supplementary statements (unless required by the specifications) dealing with the price quotation will be ignored. Current literature, catalogs, pictures and a complete identification of each item bid have been included and made a part of this bid. I/We understand this bid may be rejected for failure to fully describe the products bid herein.

I/WE HAVE CHECKED THIS BID FOR MATHEMATICAL AND TYPOGRAPHICAL ERRORS.

AUTHORIZED SIGNATURE:

DATE SIGNED:

NAME (PRINTED/TYPED):

TITLE:

EMAIL:

BIDDER QUALIFICATION: The form of business organization under which this bid is submitted is as follows:

☐ A CORPORATION incorporated under the laws of the State of _____ and **(is) (is not)** authorized to do business in the State of Louisiana.

☐ A PARTNERSHIP. Names of Partners: _____

☐ AN INDIVIDUAL trading and doing business under a name and style other than his own. The Owner's Name is: _____

BID BOND: 5% of Total First Year Bid, see IFB Instructions/Provisions, page 10, Section 18

PERFORMANCE BOND: 50% of Total First Year Bid, see IFB Instructions/Provisions, page 11, Section 19

ACKNOWLEDGEMENT OF ADDENDA RECEIVED:

Addendum No. 1	Dated:	Addendum No. 2	Dated:
Addendum No. 3	Dated:	Addendum No. 4	Dated:

GENERAL INSTRUCTIONS TO BIDDERS

1.0 PREPARING AND SUBMITTING OF BIDS

- 1.1 INSTRUCTIONS. These instructions define the conditions of the bid solicitation and the specifications of the goods or services desired.
- 1.2 BID PROPOSAL FORM. The bid **MUST** be submitted on the form furnished by the Caddo Parish School Board or submitted electronically at the designated electronic bid site. No other form or format is acceptable.
 - 1.2.1 The BID PROPOSAL FORM defines the requirements of the items to be purchased or the work to be done. The BID PROPOSAL FORM must be signed by the bidder in the space provided. The authority of the person signing the BID PROPOSAL FORM shall be in accordance with LRS 38:2212.0.
 - 1.2.2 ITEM SPECIFICATIONS. Specifying of a certain brand, make or manufacturer is to denote the quality, type and standard of the article desired. Articles offered must be new merchandise (unless specifically excepted) and must be of equal or superior grade.
- 1.3 TRADE NAMES AND MATERIALS
 - 1.3.1 Where materials or equipment are specified by a trade or brand name, it is not the intention of the CPSB to discriminate against an equal product of another manufacturer.
 - 1.3.2 It is to be understood that the use of such brand name or trade name is to define a standard of quality, character, and performance as well as establish an equal basis for the evaluation of bids.
 - 1.3.3 Bids are not restricted to the specific brand, make, or manufacturer named. Equivalent products will be acceptable.
 - 1.3.4 It shall be the responsibility of the Director of Purchasing, or her designee, to determine what is considered an equivalent product.
 - 1.3.5 All materials or equipment shall be the best of their respective kinds and shall in all cases be fully equal to the stated product.
 - 1.3.6 BIDDER'S IDENTIFICATION OF PRODUCTS BID. On blank lines provided, the bidder must insert the manufacturer's brand name and identifying numbers along with any other information necessary to identify sufficiently and completely the articles offered. Failure to do so may prevent consideration of the item bid.
 - 1.3.7 ALTERNATES. Bidders shall bid only one product per item. Bidders shall not bid a primary item bid and then also include a second, alternate product item bid. The **ONE** product that is closest to meeting the specifications is sufficient.
 - 1.3.8 REQUIRED LITERATURE. When the bid invitation is soliciting a bid for a product (as opposed to a service), each bidder is to enclose complete descriptive information to fully identify the product quoted. This may be in the form of a catalog, manufacturer's brochure, specification sheet, cut sheet, schematic, or other brand or product information. Failure to do so may prevent consideration of the item bid.
- 1.4 BID ENVELOPE. The bid shall be submitted in a sealed envelope with the name and number of the bid and date of opening plainly shown on the face of the envelope. If descriptive product literature is too large for the bid envelope, a separate envelope may be used by the bidder. The separate envelope shall be properly labeled and submitted with the bid. Failure to provide bid number and opening date on the outside of the envelope may result in rejection of the bid.

- 1.5 PRICES. The bidder shall quote only a net unit price for each item specified. The unit of purchase will be indicated on the BID PROPOSAL FORM. Where directed to do so on the BID PROPOSAL FORM, the bidder shall extend the unit price times the quantity to obtain and show a TOTAL NET BID. Note: Some BID PROPOSAL FORMS are structured to require only a unit price and prohibit an extended total. In all cases the requirements and price configurations of the BID PROPOSAL FORM shall prevail.
- 1.5.1 FREIGHT. All prices bid shall include FOB DESTINATION. Delivery shall be that the bidder delivers and unloads the purchased items to the dock of the designated point of receipt, which may include desktop-delivery. Title passes at the point of delivery with receipt and acceptance of all items in good order. Damaged freight claims are the responsibility of the successful bidder. Shipments must be received and accepted by a designated agent of the Caddo Parish School Board. All cartage, drayage, packing, handling, palletizing, etc., shall be included in the bid price. **Separate allowances for freight, shipping or handling will not be permitted.**
- 1.5.2 DISCOUNTS. Discounts for prompt payment as may be offered on the bid or on the invoice will be accepted. These discounts will not be considered in evaluating bids for purposes of determining a low bidder unless all other factors are equal.
- 1.6 ASSIGNMENT. The submission of a bid under the terms of these specifications constitutes agreement to the following antitrust provision: For good cause and as consideration for executing this purchase and/or contract, I/We hereby convey, sell, assign and transfer to the State of Louisiana all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the State of Louisiana pursuant to this purchase made by its agency, The Caddo Parish School Board.
- 1.7 PLACE, DATE AND HOUR. All bids shall be submitted to the PURCHASING OFFICE, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 or submitted electronically at www.bidexpress.com no later than **10:30am CST on May 18, 2023.**
- 1.7.1 The first page of the bid invitation and the BID PROPOSAL FORM designate the name and number of the bid and the date and hour of the bid opening. Bids will be received until the stated date and time. **Irrespective of the reason,** bids arriving after the stated date and time cannot and will not be accepted.
- 1.7.2 All bids shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt. Bids may also be sent by registered mail or by certified mail with a return receipt requested, by regular mail or by electronic submission.
- 1.7.3 **IMPORTANT.** The responsibility for timely presentation (delivery) of a bid rests solely with the bidder. A bid delayed beyond the stated time and date through the mail, Federal Express, UPS, or other cannot and will not be accepted under any circumstances.
- 2.0 **BID SAMPLES:** If an item is submitted for consideration that the District is unfamiliar with, the bidder may be requested to send a sample(s) for evaluation purposes.
- 2.1 CONDITIONS FOR REQUIREMENT. Bidders shall submit samples **ONLY** when directed to do so as follows:
 - 2.1.1 With the bid or delivered to the Caddo Parish School Board Purchasing Office, no later than the hour and date of the bid opening **OR...**

- 2.1.2 By specific instructions found in the specifications or on the BID PROPOSAL FORM **OR**...
- 2.1.3 By specific notification authorized by the Purchasing Office, made within three (3) days after bid opening date, with samples to be submitted as directed within three (3) days after notification.
- 2.2 IDENTIFICATION. Each sample shall be identified with the bidder's name, bid proposal number, bid item number, product trade name and identification (catalog number, model number, etc.) and/or as otherwise indicated on the BID PROPOSAL FORM.
- 2.3 PAYMENT FOR SAMPLES. CPSB will not buy samples and will not assume any cost incidental thereto.
- 2.4 RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders for fourteen (14) days after bid award date and by successful bidders for fourteen (14) days after final payment. CPSB will not assume responsibility for samples not claimed within the time specified and will not pay for samples damaged in testing. CPSB will assume that the bidder is donating samples not claimed within the allotted time period.

3.0 CHANGE OR WITHDRAWAL OF BIDS

- 3.1 WITHDRAWAL PRIOR TO BID OPENING. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Purchasing Office. This communication shall be received prior to the date and hour of the bid opening.
- 3.2 CHANGE AFTER BID OPENING BUT PRIOR TO BID AWARD. After bids are opened, they may not be changed except to correct patently obvious mathematical errors or clerical mistakes. Verification of the correct bid actually intended shall be submitted by the bidder to the Purchasing Office prior to the final award by CPSB.
- 3.3 WITHDRAWAL AFTER BID OPENING BUT PRIOR TO BID AWARD. In accordance with La R.S. 38: 2214: C Bids containing patently obvious, unintentional and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the public entity determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor material, or services, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor.

(D) (1) A contractor who attempts to withdraw a bid under the provisions of the Section shall not be allowed to resubmit a bid on the project. If the bid is withdrawn is the lowest bid, the next lowest bid may be accepted. If all bids are rejected no withdrawal of the bid which would result in the award of the contract on another bid of the same bidder, his partner, or to a corporation or business venture owned by or in which has an interest shall be permitted. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract work agreement for, any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted.

Stated more directly, the bidder must make a written request to withdraw the bid within 48 hours of the bid opening and the request must be accompanied by a sworn written evidence of the error that forms the basis for the requested withdrawal.

4.0 **REJECTION & AWARD OF BIDS**

- 4.1 The CPSB reserves the right to reject, in whole or in part, any and all bids and to waive any and all technicalities and informalities, and reissue and Invitation to Bid in accordance with the state law.
- 4.2 In an effort to ensure that all items within this category are obtainable under contract, CPSB reserves the right to make MULTIPLE AWARDS for this bid.
- 4.3 Bids shall be opened publicly, read aloud, recorded, and compiled in tabular form, a copy of which will be available for examination in the Purchasing Department. No determination of bid award will be made at the time of opening. After review by the Purchasing Department, the certified tabulation and recommendation for bid award will be available for examination prior to the official meeting for consideration by the Board. Recommendation of award will be made to the CPSB based upon the lowest responsible and responsive bidder(s) in conformance with the criteria designated in the Invitation to Bid.
- 4.4 For the purpose of making this evaluation, administrative costs to the CPSB for issuing and administering each contract awarded under this invitation will be considered. Individual awards may be made for the items and combinations of items, which result in the lowest aggregate price to the CPSB, including such administrative costs. Based on such administrative costs the CPSB may make multiple awards for this contract.
- 4.5 In calculation of the lowest responsive bid, unit prices shall supersede extended prices for items bid in quantity. A random, minor discrepancy in extended prices will not render a bid unresponsive. The Purchasing Department shall read the bids as submitted, note any discrepancies, and request written clarification for minor errors that do not affect low bid determination.
- 4.6 The CPSB may reject any bid for failure by the bidder to comply with any requirement stated in the bid documents. Non-responsive bidders will be noted on the bid tabulation as such, with reason(s) for this determination stated.
- 4.7 The CPSB reserves the right to reject all bids (individual line item or group, as applicable) if the lowest bid is in excess of ten percent (10%) of the price offered to any government entity by any authorized distributor for similar quantities of the same product within 180 days prior to bid opening.
- 4.8 Any bidder evidenced to be not responsible may be disqualified through a Disqualification Hearing to be noticed and held in accordance with La. R.S. 38:2212. J., and if declared "not responsible" by the CPSB the bid of the disqualified bidder shall be rejected. A bidder may be declared not responsible for such reasons including, but not limited to, failure to pay taxes, failure to obtain licenses or permits, poor performance on past contracts with CPSB or other government agency, or lack of evident capacity to fulfill contract.
- 4.9 The CPSB reserves the right to contact bidders for the purpose of obtaining additional information and/or clarification that will assure full understanding of, and responsiveness to, solicitation requirements. Such information shall be provided within three (3) business days. This may include brochures, specification sheets, detail drawings, or samples.
- 4.10 The CPSB reserves the right to eliminate any and all items from the bid list prior to issuing a bid award, a notice to proceed, or a purchase order, and if so, the bid price shall be adjusted accordingly.
- 4.11 Awards become official at the time bids are accepted by the CPSB during their regular sessions. Contract has its inception in the award, eliminating a formal signing of a separate Contract Document.
- 4.12 The purchase order and/or contract mailed or delivered to the successful bidder is the official authorization to deliver materials or perform the services described therein. The time allowed for delivery or performance begins with the date of bid acceptance and approval by the CPSB unless otherwise specified in the bid documents whether or not a purchase order or contract has been issued.

- 4.13 In the event of a tie bid, preference will be given in the following order: companies located in CADD0 Parish, companies located in the State of Louisiana, companies whose Louisiana business workforce is comprised of a minimum of fifty percent Louisiana residents, and winner of a coin toss performed by CPSB.
- 4.14 The CPSB reserves the right to negotiate with the lowest responsive, responsible bidder prior to bid award and to issue change orders in conjunction with bid award.
- 4.15 Payment discounts, while accepted, will not be used in the determination of low bid.
- 4.16 PREFERENCES. In accordance with LRS 38:2252, "Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state."
- 4.16.1 PREFERENCE BIDDERS, PLEASE NOTE: LRS 38:2251, Sections (A), (H) and (J) detail the conditions and requirements by which preference claims may be made for materials, supplies or equipment products manufactured, processed, produced, or assembled in Louisiana OR that the bidder's LA workforce is comprised of at least 50% Louisiana residents. . To claim preference the bidder **MUST** fully comply with all requirements and conditions of the law. The bidder shall complete the following:

LOUISIANA PREFERENCE CLAIM

Do you claim this preference? YES _____ NO _____

Specify ITEM(s) number: _____

Witness: _____

Signature: _____

Witness: _____

Print Name: _____

- 4.17 EVALUATION: When appropriate, departmental staff may play an integral role as an evaluation point of the submitted items. The durability, suitability and past usage history will be major factors in determining the award to the successful bidder.
- 5.0 **FAILURE TO PERFORM** (For bid purchases where bid security and performance bond has not been required as a condition of the bid.)
- 5.1 In the event a successful bidder, after the award by the Board, fails to perform (deliver) as required by the contract, the CPSB, at its option, shall declare the bidder in default, terminate the contract or award, and require payment of liquidated on an awarded bid and where no bid security and performance security have been required, CPSB shall declare the bidder in default. CPSB then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be the Board's option to invoke either or both of the following:
- (1) Payment to CPSB in the amount equal to five percent (5) of the unit price bid times the quantity or \$100.00, whichever is larger, and/or...
 - (2) Forfeiture of the bidder's right to transact business with CPSB for a period of one year following the date the penalty is invoked.

BID PROPOSAL FORM REQUIREMENTS

6.0 DELIVERY, BILLING AND PAYMENT

- 6.1 DELIVERY. Weekends and holidays excepted, deliveries shall be **FOB DESTINATION, DESKTOP DELIVERED or PLATFORM DELIVERED (large or palletized items) 8:00 am – 3:00 pm** (unless specific arrangements have been made with the receiving location) to the location shown on the BID PROPOSAL FORM. A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery.
- 6.1.1 DELIVERY REQUIREMENT. Complete delivery is required as soon as possible but no later than the final completion date shown on the BID PROPOSAL FORM.
- 6.1.2 RECEIVING, INSPECTION AND TESTING. Delivered items that do not fulfill all requirements will be rejected and refused. Rejected merchandise shall be removed and promptly replaced by the successful bidder at no cost to CPSB. Delivered items shall be received by a designated agent of CPSB.
- 6.2 INVOICES. Unless other arrangements are made with the Purchasing Office, invoices must be those of the successful bidder and must show the purchase order number, bid number, complete unit description, quantity, price and total.
- 6.2.1 All invoices shall be submitted to the attention of the ACCOUNTS PAYABLE DEPARTMENT, CADDO PARISH SCHOOL BOARD, 1961 MIDWAY AVENUE, SHREVEPORT, LA 71108 OR electronically at ACCOUNTSPAYABLE@caddoschools.org.
- 6.2.2 If applicable, federal tax exemption certificates will be signed by the Caddo Parish School Board. The federal tax exemption number is 72-6000-224.
- 6.3 PAYMENT. Unless otherwise specified, payment will be made within thirty (30) days after delivery, authorized inspection and acceptance. Payment will be made to the successful bidder unless other payment arrangements are requested and approved by the Purchasing Office.

7.0 PIGGYBACK

- 7.1 In accordance with our standard practice, it is to be expected that other parishes and governmental agencies will be allowed the opportunity to “piggyback” on this contract. They (other governmental agencies) are to be offered the same discounts.

8.0 COOPERATIVE AGREEMENTS

To the extent provided by law in LA R.S. 33, 38 & 39 et seq., the successful vendor may elect to make this contract available to other public agencies that participate in purchasing cooperatives or cooperative purchasing agreements with the Caddo Parish School Board.

The vendor may be required to execute a separate contract with the purchasing cooperative or individual participating public agency. Payment of incentive fees by the vendor to purchasing cooperatives in exchange for contract promotion and participation is the exclusive obligation of and at the sole discretion of the vendor. The Caddo Parish School Board receives no direct compensation for vendor participation in purchasing cooperatives.

The bidder/proposer agrees to indemnify and hold harmless the Caddo Parish School Board from any disputes arising from contract participation by other agencies participating in purchasing cooperatives or cooperative purchasing agreements. Disputes between a participating public agency and any bidder/proposer that may be awarded any agreement resulting from this solicitation are not the responsibility of the Caddo Parish School Board. The exercise of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.

The Caddo Parish School Board shall not be construed as a dealer, re-marketer, representative, partner, or agent of any bidder/proposer that may be awarded any agreement resulting from this solicitation

Participating public agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by a participating public agency shall be the exclusive obligation of such procuring party.

The Caddo Parish School Board shall not be obligated, liable or responsible for any order made by any participating public agency or any employee thereof, nor for any payment required to be made with respect to such order. The Caddo Parish School Board makes no representation or guaranty with respect to any minimum purchases by the Caddo Parish School Board or any participating public agency or any employee thereof under any agreement resulting from this solicitation.

Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the immediate Shreveport-Bossier City area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

Pricing & all other terms & conditions of this bid are automatically extended to Bossier PSB, and DeSoto PSB unless otherwise noted by the vendor.

9.0 PROHIBITIONS OF GRATUITIES

- 9.1 It shall be unethical for any person to offer, or give, or agree to give any CPSB employee or former CPSB employee, or for any CPSB employee or former CPSB employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal.
- 9.2 It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

10.0 ORDER OF PRECEDENCE

- 10.1 Requirements stated in the specification section shall have precedence over other sections.
- 10.2 In the event of inconsistency between any of the solicitation documents or any part thereof, the more stringent conditions shall govern.

10.3 CONTRACT PRICING AND TERM

- 10.4 Prices will be firm for the contract term(s) as specified in the solicitation document.
- 10.5 The CPSB, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- 10.6 The CPSB, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- 10.7 The CPSB may, during the contract period and with written agreement from the vendor, add additional items to the contract as needed. The price of these items will be similarly priced as those awarded on the contract.

11.0 TERM & CONDITIONS: The contract shall continue from **JULY 1, 2023 THROUGH JUNE 30, 2025** unless otherwise terminated or extended pursuant to the stated provisions.

11.1 RENEWAL OF AGREEMENT. At the option of either party, the bid and contract may be renewed under the same terms and conditions for three additional one-year periods: **JULY 1, 2025 through JUNE 30, 2026; JULY 1, 2026 through JUNE 30, 2027; JULY 1, 2027 through JUNE 30, 2028.** Renewal requires mutual agreement in writing by both parties. All bidders shall guarantee their discounts for the duration of the initial term plus any extension of the agreement.

12.0 TRADE NAMES AND MATERIALS

12.1 Where materials or equipment are specified by a trade or brand name, it is not the intention of the CPSB to discriminate against an equal product of another manufacturer.

12.2 It is to be understood that the use of such brand name or trade name is to define a standard of quality, character, and performance as well as establish an equal basis for the evaluation of bids.

12.3 Bids are not restricted to the specific brand, make, or manufacturer named. Equivalent products will be acceptable.

12.4 It shall be the responsibility of the Director of Purchasing, or his designee, to determine what is considered an equivalent product.

12.5 All materials or equipment shall be the best of their respective kinds and shall in all cases be fully equal to the stated product.

12.6 Bidders wishing to claim preference(s) shall attach on separate company letterhead, a statement indicating line items for preference(s) claimed. Statements shall include locations where each item is produced, grown, or assembled.

13.0 PAYMENT

13.1 The CPSB is exempt from all state and local sales taxes.

13.2 All prices submitted should include all taxes, which may be due and payable by the bidder, and the bidder shall have no claim under any contract for the payment of any additional taxes.

13.3 Payment will be made within thirty (30) days after receipt of an itemized invoice, which references an official CPSB purchase order.

14.0 RESERVATIONS BY BOARD (IF APPLICABLE)

14.1 Limited funds are budgeted for the purchase of these items. Should the bid price be more than anticipated, CPSB reserves the right to reduce quantities as appropriate to remain within the budgeted allocation for the purchase.

14.2 The Caddo Parish School Board may reject any bid for failure by the bidder to comply with any requirement stated herein or as appearing on the BID PROPOSAL FORM or in the general bid conditions or in any attachment thereto which becomes a part of the bid.

15.0 TERMINATION OF AGREEMENT. CPSB may cancel this agreement upon failure of the successful bidder to satisfactorily comply with the terms hereof.

1. The evaluation of the quality of books, binding and services purchased hereby will be continuous. Particular emphasis will be given to the capability and reliability of the successful bidder to sufficiently fill the schools' orders with the first choices of titles in the two order shipments as specified.

2. In the event CPSB comes to believe the successful bidder is not providing acceptable products or is not performing in a manner required by these specifications, CPSB will place the successful bidder on notice to provide better quality products and/or to improve services or else forfeit the contract.
3. Should the successful bidder not correct the stated problem areas and continue to be deficient in product quality or in service requirements, CPSB will notify the bidder in writing of its intent to cancel the agreement and discontinue its purchases.
4. The successful bidder shall be notified that product(s) found unacceptable for CPSB's usage will be excluded from any future bid invitation.

16.0 TRAINING. The successful bidder shall provide group training for online ordering and collection development to CPSB at no additional charge.

17.0 ORDERING PROCEDURE

ONLINE-ELECTRONIC ORDERING. On-line ordering is required. Bidders shall include in their bid a service method whereby individual schools in the district may order books via an online management system that provides technology support services at no additional cost. The online management system must include a multi-tiered order approval system, budget tracking and funds reconciliation, district defined catalog, contracted pricing online, automatic online title match, electronic book order check-in, system for notification of renewals for subscription E-books and audiobooks, tag report/audit to include diversity titles, and district customizable reporting. The system shall have the ability to interface with school library computer systems and/or stand-alone programs using ASCII, BISAC and MARC readable files.

CPSB will prepare purchase orders by school. Each order will state the budget amount or purchase limit for that school. This amount cannot be exceeded.

The successful bidder shall ship as many books as possible as the first shipment, with the balance to follow in one additional shipment. CPSB will expect to receive seventy-five percent (75%) or more of the order in the initial shipment within thirty days after receipt of the order (30 days ARO) by the successful bidder.

The second and final shipment shall be received within seventy-five days after receipt of the order (75 days ARO). All unavailable titles at that time will be considered canceled; shipper shall make such annotation on both packing list and invoice. There will not be a third and subsequent shipment without the expressed permission of the Supervisor of Caddo Parish Schools Libraries.

After receipt and examination, any book(s) still in re-salable condition that are not suitable for the school's use may be returned for credit.

Important. The successful bidder shall not request additional titles from the school librarians to utilize any order (non-spent) balances. If all of the titles have been exhausted, and a substantial balance continues to remain, the successful bidder is to notify the Supervisor of Caddo Parish Libraries.

18.0 BID SECURITY DEPOSITS

- 18.1 A bid security deposit is required for some solicitations to guarantee that the successful bidder (Contractor) will, if awarded the contract, enter into the contract and provide performance security as required by these specifications within thirty (30) days after award of the bid.
- 18.2 Bid security shall be in the form of a certified check, cashier's check, bank money order, or bidder's bond in the sum of five (5%) of the total amount of the bid. Refer to PAGE 17 to determine

requirements. An irrevocable letter of credit will not be accepted for this bid.

- 18.3 When an irrevocable letter of credit is used, it shall guarantee that the issuer shall pay to the Caddo Parish School Board the sum set forth therein upon presentation of written certification by the Purchasing Agent of CPSB that the proposal was awarded to the bidder on whose behalf the letter of credit was issued and that such bidder (Contractor) has failed to enter into the contract or provide the required performance security within (30) days after award of the bid.
- 18.4 If bid security is required for a particular bid, said bid security must accompany the INVITATION FOR BID; it cannot be submitted after the bid has been opened.
- 18.5 Bid security deposits shall be returned after a satisfactory contract has been made with the successful bidder (Contractor), or if any or all bids are rejected.
- 18.6 Any bid received and opened without bid security when such has been required as a part of the bid shall be ruled a "no bid" and cannot be considered.

19.0 CONTRACTS AND PERFORMANCE (DELIVERY) SECURITY

- 19.1 **CONTRACTS.** When applicable, contracts shall be fully executed by the Contractor (successful bidder) within twenty (20) days after the award date.
- 19.2 **FAILURE BY BIDDER TO ENTER INTO CONTRACT.** In the event the bidder fails to enter into the contract and to furnish the required performance security, CPSB then has the option of excusing the bidder if it determines good cause exists or it may require a penalty as liquidated damages. In the event a penalty is directed, it shall be CPSB's option to invoke the following:
 - (1) Payment to CPSB in the amount equal to five percent (5%) of the unit price times the quantity (the amount of the bid security), and/or
 - (2) Forfeiture of the Contractor's right to transact business with CPSB for a period of one year following the date the penalty is invoked.
- 19.3 **PERFORMANCE SECURITY.** A performance (delivery) bond or check is required to guarantee performance or delivery. Irrevocable letters of credit for performance security are not acceptable.
- 19.4 **BONDING COMPANY.** The surety(ies) shall be authorized to do business in the State of Louisiana. All surety companies are subject to approval and may be rejected by CPSB without cause in the same manner that bids may be rejected without cause.
- 19.5 **AMOUNT.** The Contractor to whom a contract shall be awarded will be required to execute and deliver to CPSB a performance (delivery) bond, cashier's check, certified check or equal acceptable to CPSB, in the amount of fifty percent (50%) of the awarded contract. Refer to PAGE 17 to determine requirements.
- 19.6 **RELEASE OF PERFORMANCE SECURITY.** Return to the Contractor (successful proposer) of his cash security, or notification to the Contractor and to the bonding company to cancel a bond, will be made when requested by the Contractor and/or bonding company and when all services have been completed and invoices have been approved for payment.
- 19.7 **FAILURE TO PERFORM (DELIVER).** In the event a Contractor fails to perform (deliver) on the awarded bid, CPSB shall declare the Contractor in default. The Contractor in default shall then pay to CPSB, as liquidated damages, an amount equal to 50% of the amount of the contract in accordance with the terms of the performance security.
- 19.8 **REDUCTION OF WAIVER.** Pursuant to LRS 38:2216, Subsections C., D., E., F. and I., Contractors meeting certain qualifications may be entitled to a reduction in or waiver of the requirement to furnish performance bond as stated herein. If claiming reduction or waiver, proposers shall so state on their proposal and specified payment will be made within thirty (30) days after delivery, authorized inspec-

tion and acceptance. Payment will be made to the successful bidder unless other payment arrangements are requested and approved by Purchasing Office.

- 19.9 **DISCOUNTS.** Discounts offered for prompt payment will be accepted, but these discounts will not be considered in evaluating bids unless all other factors are equal.

20.0 ESTIMATED EXPENDITURE. CPSB anticipates spending between **\$100,000** per year on **LIBRARY BOOKS**. This estimation is provided to assist the bidder in determining his discount. Furthermore, this estimation is for the total estimated value of the contract, which may be divided between multiple awardees. Actual purchase quantities will vary either more or less from the estimates, and no claim is made or implied to guarantee any specific purchase volume. It is the intent of CPSB to issue purchase orders to the successful bidder on a periodic basis, as equipment and/or supplies are needed throughout the course of the year.

21.0 GENERAL CONDITIONS AND SPECIFICATIONS

- 21.1 With some exceptions, this bid invitation will cover almost all of the library book needs and requirements for the Caddo Parish Public, Private and Parochial Schools, the Caddo Parish Teachers' Professional Library, Caddo Parish Book Processing Center, and the Caddo Parish Vocational and Adult Educational Departments.
- 21.2 All vendors submitting bids must be in the regular book business, either wholesale or retail, and must carry a substantial physical inventory of books at home office location that are likely to be purchased by the library in the major categories of adult and juvenile fiction and non-fiction and others as hereinafter specified.
- 21.3 Each bidder shall state on the attached questionnaire the minimum size of the stock of books carried in the categories required in terms of number of titles and copies. This includes the further provision that such stock should basically consist of books published currently and within the last five years prior to the current season. The information contained thereon will be used to evaluate the types of services each bidder is capable of offering and will be considered in determining the successful bidder.
- 21.4 The successful bidder shall agree to maintain such substantial stock of books at all times during the period covered by the contract and shall fill the schools' library book orders from this stock. As a practical measure of what constitutes a substantial stock of books, it will be presumed that any stock from which seventy-five percent (75%) or more of the orders placed can be supplied immediately or within thirty (30) days is "substantial".
- 21.5 The successful bidder shall provide free ongoing online collection analysis reports including E-books and audiobooks for each school, as well as an aggregate report for the district.
- 21.6 The successful bidder shall supply a **dedicated regional representative** accessible for support, as well as a website link and demo log-in credentials to access the system.
- 21.7 Vendor should provide website access for physical, E-book, and audiobook ordering. Digital Content site should provide in excess of 150,000 titles and E-book website as well as collection analysis linked to circulation system.
- 21.8 Successful bidder must provide E-book software format that is readable with reflowable text to smart phone devices regardless of publisher. In addition, must provide mobile app to allow student access to search inventory.
- 21.9 Must also provide text-to-speak feature on one-to-one model for E-book catalog.
- 21.10 Must have ability to provide comprehensive reporting by student, title, and usage to each school location and district personnel.
- 21.11 Successful bidder must have all E-books and audiobooks hosted on company server.

21.12 Must be able to provide a bulk list of patrons into E-book and audiobook website.

21.13 Successful bidder must have capability to provide and must provide Renaissance Learning platform as well as Enterprise.

22.0 INSTRUCTIONS FOR PREPARING BID. The BID PROPOSAL FORM lists a schedule of the projected dollar amounts CPSB anticipates spending during the contract period. The amounts are divided according to the anticipated quantity of books that may be required for the categories below in addition to E-books and/or audiobooks.

- (1) Publishers' Library Bindings - The most durable bookbinding and covers commonly available to schools at affordable prices other than pre-bound books with buckram or equivalent covers. Signatures are set well into the spine, sewn, glued and securely reinforced with book binding tape. Books so constructed resist wear extremely well. The first choice of Caddo Schools when available.
- (2) School and Library Bindings - The next most durable cover after the publishers' bindings. Sometimes referred to as "single editions". Signatures are set well into the spine, sewn and reinforced. Books with these bindings are most commonly available in elementary or juvenile levels. Also, a first choice of Caddo schools when available because of their economical price and their ability to withstand repeated circulations with minimal wear.
- (3) Trade Bindings - A moderately durable cover where the signatures are glued rather than sewn into the spine and binding. Oftentimes secondary level books are available only in trade bindings. Caddo Schools will accept these binding if other more durable bindings are not available.
- (4) Paperbacks - As the name implies, a stiff paper cover that is inexpensive and not designed to withstand repeated circulation. Caddo Schools orders for paperback books will be so noted; otherwise, they are not accepted.
- (5) Short Discount Publications - Limited publications such as University Presses, technical books, etc. Generally, these are well made books but are in limited supply. Caddo Schools orders for this type and quality level of book will be so noted.

Note: Unless specified to the contrary, Caddo Schools prefer as their first choice the publishers' library bindings and/or the school and library bindings. The successful bidder should annotate their order file for CPSB to reflect this preference.

23.0 PROCESSING SERVICES. The public schools in the district will require pre-processed books. Private/Parochial schools require an option for preprocessing and/or cataloging services. If applicable, bidder shall include in the spaces provided their price for "shelf ready" books as follows:

- Mylar Jacket. Attached to book (dust jacket, when available, inserted into sized Mylar jacket and attached book) or unfastened.
- Spine Label. (1) Complete with call number attached to spine of book (or dust jacket when available) with bottom of label two inches from bottom of book; or (2) Blank, unfastened; or (3) Printed, unfastened; or (4) Printed, attached to book (never on dust jacket).
- Vendor must provide reading management level/information labels attached according to school processing protocol.
- MARC Records. Include US MARC automated records: 3.5" diskette, IBM compatible; loose barcode labels standard 3 of 9. Use "F" for fiction; "REF" for reference; 920 or 921 for biography. Use MARC tag 852 in MARC editor screen to make price come over in copy screen. Use "E" for easy books.

The following categories are excluded from the purchase requirements:

- (1) Non-commercial books - Those issued by bodies which do not exist primarily to publish; for example, imprints of academics, associations, clubs, corporations, foundations, governmental bodies, individuals, libraries, and political divisions (university presses are included).
- (2) Books published by and for the library profession - Publications of the American Library Association, H.W. Wilson Company, R.R. Bowker, etc.
- (3) Non-competitive items - Books which a publisher will sell directly to the consumer but not through a wholesaler.
- (4) Out-of-print items.
- (5) Imported books, except any which are being widely advertised as being American imprints and having an assigned U.S. distributor.

EXAMPLE

<u>CATEGORIES</u>	<u>ESTIMATED AMOUNT TO BE SPENT</u>	<u>(AN EXAMPLE OF A TYPICAL) BID DISCOUNT FROM LIST*</u>	<u>CALCULATION EST. AMT. X RECIPROCAL OF BIDDER'S DISCOUNT</u>	<u>TOTAL NET COST (VALUE) OF BOOKS</u>
1. Publisher's and/or School and Library Binding	\$48,000	<u>30.0%</u>	$\$48,000 \times (100\% - 30\%) =$	\$33,600
2. Trade Binding	\$34,000	<u>43.0%</u>	$\$34,000 \times (100\% - 43\%) =$	\$19,380
3. Paperback	\$8,000	<u>25.0%</u>	$\$8,000 \times (100\% - 25\%) =$	\$6,000
4. Short Discount	\$10,000	<u>13.0%</u>	$\$10,000 \times (100\% - 13\%) =$	\$8,700
5. E-books and/or Audiobooks	\$50,000	<u>25.0%</u>	$\$50,000 \times (100\% - 25\%) =$	<u>\$37,500</u>
Estimated Total	<u>\$150,000</u>			<u>\$105,000</u>

AND (an example of) a flat rate percent discount for all books regardless of binding: 27.5%

***"Bid discount from list" shall mean the "non-freight pass through" (or the very best) pricing tier available on publishers' list prices.

24.0 DETERMINATION OF BIDS. It is the intent to purchase library books from the book jobber offering the most advantageous discount schedule or flat rate schedule and best book services as hereinafter described. CPSB expects bidders to quote their discount from the lowest available price offered by the publishers. Bidders are to use publishers' "non-freight pass through" prices.

The schedule shows spaces to quote the five categories of book binding types in addition to E-books and/or audiobooks which are grouped together for a single award and an alternative bid space to quote a single or flat discount percent for all books regardless of binding type. It is the intent to award either by the aggregate of four discounts or by the single, flat rate discount. CPSB reserves the right to determine by its own means the discount award method that it finds to be to its advantage.

The responsible bidder meeting specifications and having the lowest acceptable bid price (as determined by the BID PROPOSAL FORM) will be awarded the business covered therein. Each bidder is to be responsible for the accuracy of the bid, and CPSB will assume that the TOTAL NET BID and the FLAT RATE DISCOUNT are correct and legitimate quotations. Failure to bid all items will cause rejection of the bid.

DEBARMENT CLAUSE: Before completing the Invitation For Bid Form, please read the following information:

1. The prospective lower tier participant certifies, by submission of his bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or agency.
 2. Where the Prospective participant is unable to certify any of the statements in this document, such prospective participant shall attach an explanation to this bid response.
-

In submitting this bid, I/We understand and agree that:

1. This bid excludes capital items having a unit price of \$1000 or more.
2. No surcharges for shipping equipment are permitted.
3. Any bid received with sliding prices, scales, variable discounts, minimum order amounts for prepaid freight or any type of bid qualification or modification will be ruled irregular and not considered. There will be no exceptions to the single discount.
4. This bid may be a multiple-vendor award.
5. Supplementary statements dealing with the price quotation will be ignored by CPSB.

**CADDO PARISH SCHOOL BOARD
SHREVEPORT, LA
BID PROPOSAL FORM
FOR FURNISHING LIBRARY BOOKS**

BIDS WILL BE ACCEPTED UNTIL 10:30 A.M. CST ON THURSDAY, MAY 18, 2023

BID FORM: This proposal shall be executed and submitted in accordance with the specifications, and all articles and requirements contained herein shall remain and become a part of the contract. All appropriate blank spaces shall be filled in. BID MUST BE SUBMITTED ON THIS FORM

INSTRUCTIONS. The schedule shows spaces to quote the five categories of book binding types in addition to E-books and/or audiobooks which are grouped together for a single award and an alternative bid space to quote a single or flat discount percent for all books regardless of binding or category type. It is the intent to award either by the aggregate of the category discounts or by the single, flat rate discount. See DETERMINATION OF BIDS, Page 15. CPSB reserves the right to determine by its own means the discount award method that it finds to be to its advantage. Variable discounts or sliding scale discounts for any category are prohibited.

<u>CATEGORIES</u>	<u>ESTIMATED AMOUNT TO BE SPENT</u>	<u>BID DISCOUNT FROM LIST*</u>	<u>CALCULATION EST. AMT. X RECIPROCAL OF BIDDER'S DISCOUNT</u>	<u>TOTAL NET COST (VALUE) OF BOOKS</u>
1. Publisher's and/or School and Library Binding	\$48,000	_____ %	\$48,000 x (100% - _____ %)	\$ _____
2. Trade Binding	\$34,000	_____ %	\$34,000 x (100% - _____ %)	\$ _____
3. Paperback	\$8,000	_____ %	\$8,000 x (100% - _____ %)	\$ _____
4. Short Discount	\$10,000	_____ %	\$10,000 x (100% - _____ %)	\$ _____
5. E-books and/or Audiobooks	\$50,000	_____ %	\$50,000 x (100% - _____ %)	\$ _____
Total	\$150,000	TOTAL NET BID: \$ _____		

ALTERNATIVE FLAT RATE PERCENT DISCOUNT: _____ %
--

BID WILL BE AWARDED ON BASIS OF LOWEST TOTAL NET VALUE FOR ALL CATEGORIES OR ON BASIS OF ALTERNATIVE HIGHEST FLAT RATE PERCENT DISCOUNT FOR ALL BOOKS REGARDLESS OF BINDING.

LIBRARY BOOK BID PROPOSAL FORM (Continued)

*Bid discounts are taken from publishers' "non-freight pass through" (or the very best) pricing tier.

_____ Yes _____ No

Bidder shall describe the ON-LINE ELECTRONIC ORDERING SYSTEM included with this bid.
(See Page 10, Section 17.0 for specific requirements.) Attachments allowed if more space is needed.

Website Link: _____

Demo Access Credentials: _____

1. Price (per book) for Shelf-Ready Processed Books

(See Page 13, Section 23.0): \$ _____

2. Price for MARC Records (if applicable) \$ _____

BIDDER'S QUESTIONNAIRE

(Failure to complete this part of the bid form may be sole cause for rejection of the bid.)

1. Name and Address to be used by
CPSB for Purchase Orders

2. Name and Address to be used by
CPSB for remitting payment

3. Give square feet of space in bidder's warehouse allocated for the following:

- a. For books in library binding _____
- b. For books in hard cover binding _____
- c. For books in paperback _____

4. Give number of titles routinely carried in warehouse stock for the following:

- a. In trade bindings _____
- b. In publisher's bindings _____
- c. In school & library bindings _____
- d. In E-books and Audiobooks _____
- e. In short discount _____

5. Give number of volumes (books) routinely carried in stock for the following:

- a. In trade bindings _____
- b. In publisher's bindings _____
- c. In school & library bindings _____
- d. In short discount _____

6. List catalog(s) submitted with this bid giving full particulars of the offerings:

7. IMPORTANT: ATTACH VERIFICATION OF FILL-RATE REPORT.

8. Has your company ever defaulted on a contract and paid a penalty: Yes or No, Please explain.

This could be justification for bid to be ruled non-responsive. _____

9. What percentage of business is in the K-12 school market? _____

NOTE: A MINIMUM OF FIVE K-12 SCHOOL SYSTEMS WITHIN THE STATE OF LOUISIANA IN WHICH BIDDING COMPANY IS THE PRIMARY VENDOR MUST BE INCLUDED AS REFERENCES TO BE CONSIDERED FOR THIS BID.

FROM: _____

BID NUMBER: 11L-23

BID TITLE: LIBRARY BOOKS

OPENING DATE: THURSDAY, MAY 18, 2023

SEND TO:

CADDO PARISH SCHOOL BOARD
Purchasing Department

1961 Midway Avenue
Shreveport, LA 71108

Attn. Bidders: Use this print format on the outside of your envelope when responding to any formal bids or RFP's.
We do not accept fax or electronic bid responses (except for bids submitted through www.bidexpress.com)
for any formal bids or RFP's.