

Livingston Parish Public Schools
State of Louisiana



Request for Proposal 18-02

LIBRARY FURNITURE

Issued:

Thursday, October 12, 2017

Responses Due:

Tuesday, November 14, 2017

All responses must be sent to:

Livingston Parish Public Schools

Attn: Denee Aydell

Purchasing Agent

Business Department

P.O. Box 1130

13909 Florida Blvd.

Livingston, LA 70754

Phone: (225) 686-4209

Facsimile: (225) 686-4279

Email: denee.aydell@lpsb.org

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I. SCHEDULE

The following is the current schedule as defined by Livingston Parish Public Schools (LPPS):

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	Thursday, October 12, 2017
Pre-Proposal Conference - optional	Wednesday, October 25, 2017
Notification by Vendors of Intent to Propose Due	Wednesday, October 25, 2017
Written Questions Due	Wednesday, October 25, 2017
Date for Publishing Answers to Vendors' Questions	Wednesday, November 1, 2017
Proposals Due	Tuesday, November 14, 2017
Establishment of Competitive Range	Monday, November 20, 2017
Vendor Discussions/Presentations	Tuesday, November 28, 2017 - Wednesday, November 29, 2017
Best and Final Offers	Monday, December 4, 2017
Vendor Selection	Wednesday, December 6, 2017
Contract Negotiations	Thursday, December 7, 2017
Board Approval	Thursday, December 14, 2017
Notice of Regret/ Notice of Intent to Award	Friday, December 15, 2017

Vendors are encouraged to submit a letter of intent to propose by Wednesday, October 25, 2017 to:

Denee Aydell
Purchasing Agent
Livingston Parish Public Schools
P.O. Box 1130
Livingston, La 70754-1130
Email: denee.aydell@lpsb.org
Fax: (225) 686-4279

An optional Pre-Proposal Conference is planned for Wednesday, October 25, 2017. The meeting will be held at 10:00 AM, CDT, 13909 Florida Blvd. Livingston Parish Public Schools Board Room, Livingston, LA. All questions regarding the Request for Proposal (RFP) should be submitted, in writing only, by fax or e-mail no later than 4:00 PM, CDT, Wednesday, October 25, 2017. Please reference: RFP #18-02 Library Furniture - Questions. Verbal questions will also be discussed at the Pre-Proposal Conference; however, verbal questions should still be submitted in writing to receive a written response. Questions received after this date and time may not be accepted. See information above for addresses/fax number.

Responses to submitted questions will be published by close of business on Wednesday, November 1, 2017 **and will be provided to all vendors who have confirmed their intent to propose.**

Vendors must submit the original and six (6) printed copies of their Proposal along with one (1) cd-rom/flash drive containing one (1) electronic copy in Adobe PDF format and supporting materials by 2:00 PM, CST, Tuesday, November 14, 2017. Each printed copy shall be bound or contained in a three ring binder.

Send to:

**Livingston Parish Public Schools
Purchasing Department
Attn: Denee Aydell
13909 Florida Blvd.
Livingston, LA 70754**

Clearly mark remitting Proposal as follows:

“SEALED PROPOSAL – RFP #18-02 LIBRARY FURNITURE”

II. BACKGROUND INFORMATION

A. Objective

The objective of this solicitation is to obtain a long term contract for a catalog or catalogs containing a wide range of library furniture providing the best value library furniture meeting the needs and budgetary constraints of Livingston Parish Public Schools.

The proposed solution must provide all necessary equipment, shipment, and installation.

B. Process

LPPS will review the proposals received and will then make a final vendor selection using subsequent interviews, demonstrations, reference checks, and/or site visits. After final negotiations and with approval of award by the board, LPPS will establish a two (2) year contract with awarded vendor to fulfill the immediate and future needs throughout Livingston Parish Public Schools for library furniture. The contract will have an option to be extended for an additional three (3) years upon mutual agreement between LPPS and the vendor. The extension period will be awarded in one year increments.

C. Profile of Agency Issuing RFP

Livingston Parish Public Schools is a parish (county) wide school district with 22 elementary schools, 9 middle schools, 7 high schools and 8 other schools of varying grade configuration. Current enrollment district wide is approximately 25,500 students. Our system is experiencing growth annually. In August of 2016 our system experienced a catastrophic flooding event that has led to the need to reconstruct and refurbish numerous schools.

III. PROPOSAL REQUIREMENTS

This section outlines the information that MUST be included in your Proposal. Vendors should review this list to ensure that their proposals include all requested information prior to submission.

A. General Proposal Instructions

1. The proposal must be signed and dated by a representative of the vendor's company who is authorized to negotiate contracts.
2. Vendors submitting proposals should allow for normal mail or delivery time to ensure timely receipt of their Proposal.
3. All requested items/functionality checklists must be included in your response. Failure to include any of the requested information within your Proposal may result in rejection /disqualification.
4. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any LPPS official, employee and/or consultant. Only those transactions provided in written form from the Livingston Parish School Board may be considered binding. Also, LPPS will honor only written and signed transactions from vendors.
5. LPPS shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process.
6. The contents of each vendor's Proposal shall remain valid for a minimum of 90 calendar days from the Proposal due date.
7. Please note that LPPS may not purchase all the services, applications, or equipment listed in the Request for Proposal.
8. LPPS will be awarding a contract to a single vendor for Library Furniture. Vendors are allowed to provide proposals that include subcontractors; however, LPPS will be entering into a single agreement with one vendor acting as a Prime.

B. Proposal Evaluation Criteria

1. Solution (40%)

Factors to include but not limited to:

- Quality of library furniture
- Options available for flexible implementation of library furniture
- Versatility of furniture to be used elsewhere on campus
- Design service

- Maintenance required
- Warranty

2. Pricing (30%)

To include all of the following, but not limited to:

- Library furniture
- Shipping and installation costs
- Design service costs
- Maintenance cost

3. Experience and References (20%)

- Demonstrated experience in providing Library furniture to public and private entities, specifically in Louisiana and surrounding states.
- Proven ability to deliver customer support.
- Proven ability to deliver and warrant products based on:
 - Company stability, organization, and longevity
 - Customer references
- Other information relevant to ability to fulfill contract

4. Installation Plan (10%)

- Delivery schedule
- Installation team
- Installation schedule

C. Proposal Format

Please include the following items in the order listed below.

- A. Vendor and Manufacturer's History and Current Information
- B. Furniture and Design Specification
- C. Installation
- D. Warranty and Maintenance
- E. References
- F. Cost Proposal

SECTION A – VENDOR AND MANUFACTURER INFORMATION

The vendor must provide the following information about the furniture manufacturer and distributor (if different entity) that demonstrates their stability and ability to support the commitments set forth in this RFP. The vendor should provide the information on separate letterhead. Please reference each item.

History and Current Organization of Library Furniture Manufacturer:

1. Provide the name, title and contact information of the person(s) responsible for clarifying responses to this RFP.
2. How long the company has been in business?
3. How long has the company provided the proposed solution?
4. A brief description of the company size and organization.
5. Restructuring or changes in company organization within past three (3) years.
6. Anticipated owner or organizational changes in the next three (3) years.
7. Approximate number of proposed library furniture installations in schools in Louisiana and nation-wide.
8. Indicate the company's commitment to the proposed solution.
9. Explain fully, company's involvement with any litigation by any agency within the past five (5) years because of equipment performance, warranty, malfunction or installation.

SECTION B – FURNITURE AND DESIGN SPECIFICATIONS

1. Please refer to Louisiana Department of Education – Guidelines for Library Media Programs in Louisiana Schools – School Library Facility Design Principles and Design Specifications for School Libraries (Appendix B)
2. Provide a design for each of these situations:
 - a. Elementary School (750 Students)
 - b. Middle School (650 Students)
 - c. High School (1200 Students). Design should include an area where coffee is served and enjoyed by students.
3. Provide component list with specifications.
4. Brochures

SECTION C – INSTALLATION

1. Provide a delivery and installation schedule time table from receipt of order to completion.
2. Specifically address use of employees, temporary help, and third party vendors.
3. Describe installation to include anchoring and securing components.

SECTION D – WARRANTY AND MAINTENANCE

1. Please provide an overview of the manufacturer's warranty for the furniture. Please provide a copy of warranty.
2. Please provide frequency and description of maintenance required.
3. Provide documentation or affirmation of warranty, life of product, as well as, best practices to increase life of furniture.
4. Please give the life expectancy of furniture.

SECTION E – REFERENCES

Provide as references a minimum of five (5) school installations of comparable size and compositions for library furniture. Where possible, references should be in the State of Louisiana. The information should include agency name, address, contact name, telephone number, manufacturer equipment installed, vendor performing installation, and date of installation.

SECTION F – COST PROPOSAL

Please itemize all costs for the proposed system, including:

1. A complete catalog or product list with pricing.
2. Discount schedule for above.
3. Shipping and installation price schedules.
4. Itemize cost for a medium and high quality furnished library for each situation:
 - a. Elementary School
 - b. Middle School
 - c. High School, with attached coffee area

IV. PROPOSAL TERMS AND CONDITIONS

A. Request for Proposal Format

Proposals must be made in strict accordance with the Request for Proposal format provided herein.

B. Authorized Signatures

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of LPPS any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of LPPS, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

C. Bulletins and Addenda

Any bulletins or addenda to the Proposal specifications issued during the period between issuance of the RFP and receipt of proposals are to be considered covered in the Proposal and in awarding a contract they will become a part thereof. Receipt of bulletins or addenda shall be acknowledged by vendors in their proposal cover letter.

D. False or Misleading Statements

If, in our opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by the vendor, the entire proposal shall be rejected.

E. Clarification of Proposal

We reserve the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

F. Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers LPPS increased benefits.

G. Rejection of Proposal

Proposals that are not prepared in accordance with these instructions to vendors may be rejected and/or disqualified. If not rejected, LPPS may demand correction of any deficiency and accept the corrected proposal upon compliance with these instructions to proposing vendors.

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of and the rejection of any proposal:

1. Evidence of collusion among Proposers.
2. Lack of competency as revealed by financial statements, experience, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default on a previous Contract for failure to perform.
5. Any other cause which LPPS may, in its sole discretion, deem appropriate.

H. Proposal Modifications

Any vendor may modify their proposal by written or fax communications up to two (2) days prior to the closing time. The written or fax communication should not reveal the proposal price as this will not be known until the sealed proposal is opened.

I. Negotiations

LPPS reserves the right to negotiate with any and all proposers.

J. Postponement of Date for Receipt and Opening of Proposals

1. LPPS reserves the right to postpone the date for receipt and opening of proposals and will give written notice of any such postponement to all persons or other legal entities to which solicitation documents have been issued at any time prior to the previously scheduled closing time for receipt and opening of proposals.
2. Proposals will be received only at the place and only until the scheduled closing time for receipt and opening of proposals designated in the solicitation. It is the sole responsibility of the Proposer to see that the proposal is received at the designated place and by the designated time. Any proposal received after the scheduled closing time for receipt and opening of proposals will be returned unopened to the Proposer at the Proposer's expense or destroyed if requested in writing.
3. At the place and time set for the receipt and opening of proposals, each and every proposal, except those which have been withdrawn in accordance with this solicitation, received prior to the scheduled closing time for receipt and opening of proposals will be publicly opened and the name of the Proposer read aloud, irrespective of any technicalities or informalities in such proposals.

K. Acceptance of Proposals

1. The contents of the proposal of the successful proposer will become, at our option, a contractual obligation if a contract ensues. Failure of the successful proposer to accept this obligation may result in cancellation of the award.
2. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the proposing vendors. LPPS reserves the right to terminate the selection process at any time and to reject any or all proposals.
3. LPPS reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the Livingston Parish School Board and to the public; to reject the low price proposal; to accept any item of any proposal; to reject in whole or in part any and all Proposals; and to waive any and all technicalities, irregularities, and informalities in any Proposal submitted or in the Request for Proposal process; provided; however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposing vendors should not rely upon, or anticipate, such waivers in submitting their Proposal.

L. Acceptance Period

Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

M. Cancellation of Solicitation

Livingston Parish Public Schools may cancel this solicitation at any time.

N. Compliance of Laws

All proposals shall comply with current federal, state, and other laws relative thereto.

O. Public Records

1. Except as otherwise provided by law, all documents submitted to under a contract, bid, RFP, or Statement of Qualifications (SOQ) are subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.
2. If a contractor/respondent deems any document, submitted to LPPS under a contract, bid, RFP, or SOQ, contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Constitution Article I Section 5, La. R.S. 44:4 or 44:1, or other provisions of law, the contractor/respondent shall clearly mark the documents as “Confidential” prior to delivering or making them available to LPPS.
 - a. If LPPS receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor/respondent of such request.
 - b. Provided, however, that if any action is commenced against LPPS under the Louisiana Public Records Act, La. R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor/respondent or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold LPPS harmless from any costs, damages, penalties or other consequences of the Livingston Parish School Board’s refusal to disclose or produce such documents. Failure of the contractor/respondent to immediately intervene in such legal action will authorize LPPS to voluntarily provide the information for disclosure under the supervision of the court.
 - c. LPPS assumes no liability for disclosure or use of any document or portion of a contract, bid, RFP, or SOQ that has not been clearly marked as “Confidential,” or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

3. Nothing herein shall prohibit LPPS from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting LPPS in its evaluation of the proposal. LPPS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
4. The Contractor/respondent shall not mark the entire proposal for a bid, RFP, or SOQ, “Confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, LPPS shall not consider the proposal for an award of the contract.

Appendix A – Contract Terms and Conditions

A1 Prohibitions of Gratuities

- A1.1 It shall be unethical for any person to offer, or give, or agree to give any Livingston Parish Public Schools (LPPS) employee or former LPPS employee, or for any LPPS employee or former LPPS 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.
- A1.2 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.

A2 Order of Precedence

- A2.1 Requirements stated in the specification section (if included) shall have precedence over other sections.
- A2.2 In the event of inconsistency between any of the solicitation documents or any part thereof, the more stringent conditions shall govern.

A3 Contract Pricing and Term

- A3.1 Prices will be firm for the contract term(s) as specified in the solicitation document.
- A3.2 Unless otherwise stated in the solicitation documents, additional units may be purchased for a period of up to 5 years from date of award if mutually agreed upon by both parties, vendor (seller) and the purchasing agency (buyer); provided that the purchase price at the time of purchase does not exceed the percentage increase of the appropriate Consumer Price Index (CPI) or Producer Price Index (PPI) from date of award.
- A3.3 LPPS, at its sole discretion, may delete any item, which is deemed as obsolete from this contract during the contract period.
- A3.4 LPPS 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.

A4 Delivery

- A4.1 All shipments will be F.O.B. LPPS. Bidder/proposer shall deliver and unload the purchased items to the dock of the designated point of receipt. Title passes as that point of delivery with receipt and acceptance of all items in good order. Claims for damaged freight are the responsibility of the successful bidder/proposer.
- A4.2 Shipments must be received and accepted by a designated agent of LPPS.
- A4.3 A delivery ticket, waybill, bill of lading, or copy of the invoice shall accompany each delivery.
- A4.4 Delivery address, unless otherwise stated on purchase order, hours of operation, and contact:

Livingston Parish Public Schools
Central Office Warehouse
13909 Florida Blvd.
Livingston, LA 70754

Hours of operation: 8:00 A.M. to 4:00 P.M., Central Time, Monday – Friday, except during school holidays and breaks

Contact: Debbie Buchanan, Warehouse Manager, (225) 686-4258

A5 Invoices and Payment

- A5.1 LPPS is exempt from all state and local sales taxes. FEIN is 72-0882480.
- A5.2 Unless otherwise specified, payment will be made within thirty (30) days after acceptance of goods and receipt of an itemized invoice that references an official LPPS purchase order.
- A5.3 Invoices shall be submitted to:
- Livingston Parish Public Schools
Attn: Accounts Payable
P.O. Box 1130
Livingston, LA 70754-1130
- A5.4 Unless otherwise approved, invoices must be those of the awarded contractor and must show the purchase order number, complete unit description, quantity, price and total.
- A5.5 All orders in excess of \$500 shall be placed with an official LPPS purchase order, release order, or authorized procurement card.

A6 Default

- A6.1 In case of default by Contractor, LPPS reserves the right to purchase any or all items/services in default in open market, charging Contractor with any additional costs.
- A6.2 Should such charge be assessed, no subsequent solicitation responses of the defaulting contractor will be considered until the assessed charge has been satisfied.
- A6.3 The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor.
- A6.4 Such causes may include, but are not restricted to, acts of God or of the public enemy, act of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault of negligence of the Contractor.

A7 Termination

- A7.1 LPPS reserves the right to cancel purchase orders within a reasonable period after issuance.
- A7.2 Should a purchase order be canceled, LPPS agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order.
- A7.3 LPPS will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order.
- A7.4 Contractor agrees to accept verbal cancellation of purchase orders.
- A7.5 LPPS and Contractor shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least sixty (60) days prior to the date of termination.
- A7.6 In the event LPPS elects to terminate for convenience, LPPS shall be obligated to pay Contractor only for those services performed prior to the date of termination.

A8 Cooperative Purchasing

- A8.1 To the extent provided by law in La R.S. 38:321.1 and La R.S. 39:1702 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 LPPS.

- A8.2 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. LPPS receives no direct compensation for vendor participation in purchasing cooperatives.
- A8.3 The bidder/proposer agrees to indemnify and hold harmless LPPS 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 LPPS. The exercise of any rights or remedies by the participating public agency or awarded bidder/proposer shall be the exclusive obligation of such party.
- A8.4 LPPS 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.
- A8.5 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.
- A8.6 LPPS 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. LPPS makes no representation or guaranty with respect to any minimum purchases by LPPS or any participating public agency or any employee thereof under any agreement resulting from this solicitation.
- A8.7 Should the vendor elect to make this contract available to participating public agencies, additional delivery charges beyond the Livingston Parish area may be negotiated with the using agency. All other terms and conditions remain in effect throughout the term of this contract.

A9 Confidential Work

No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by or assembled by the Contractor under this contract shall be disclosed or made available to any individual or organization by the Contractor without the express prior written approval of LPPS.

A10 Ownership

- A10.1 The Contractor does hereby convey, sell, assign, and transfer to LPPS any and all right, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States of America and the State of Louisiana, relating or

pertaining to the particular goods or services purchased or acquired by LPPS, pursuant to this Contract.

A10.2 Upon acceptance or approval by LPPS, all reports, information, and other data, given to, prepared or assembled by the Contractor under this Contract, and any other related documents or items shall become the sole property of LPPS and shall be delivered to LPPS, without restriction or future use.

A10.3 The Contractor may make copies of any and all documents for its files.

A10.4 By execution of this Contract and in consideration of the fee for services to be paid under this Contract, the Contractor hereby conveys, transfers, and assigns to LPPS all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.

A11 Insurance

A11.1 Any Contractor working on LPPS property shall furnish an insurance certificate with coverages acceptable to LPPS.

A11.2 Contractor providing equipment shall have acceptable General Liability insurance.

A11.3 Minimum acceptable coverages shall be as follows:

- Worker's Compensation – As required by Louisiana State Statute, \$1MM/\$1MM/\$1MM
- Commercial General Liability - \$1MM Combined Single Limit per Occurrence for bodily injury and property damage
- Comprehensive Automobile Liability – Bodily Injury Liability \$1MM each person; \$1MM each occurrence. Property Damage Liability \$1MM each occurrence.
- Umbrella Liability Coverage – An umbrella policy or excess may be used to meet minimum requirements.

A11.4 Contractor shall produce proof of coverage on an acceptable form upon demand.

A12 Contractor's Liability

As additional consideration for this Contract, the Contractor hereby agrees to waive the provisions of La. R.S. 9:2773, and the parties hereto agree that none of the provisions of La. R.S. 9:2773 are to have any force and effect whatsoever on the legal relationship of the parties.

A13 Indemnity

The Contractor agrees to defend, indemnify and hold LPPS, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the Contractor's breach of any of the terms or provisions of this Contract, or by any negligent act or omission of the Contractor, its officers, agents, associate, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of LPPS, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the Contractor and LPPS, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to LPPS under Louisiana law and without waiving any defenses of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

A14 Claim of Liens

The Contractor shall hold LPPS harmless for any and all claims for liens of labor, services, or material furnished to the Contractor in connection with the performance of the Contractor's obligations under this Contract.

A15 Covenant against Contingent Fee

A15.1 The Contractor warrants that it has not employed any person, corporation, firm, association, or other organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the Contractor whose services in connection with the construction of the public contract or project or in securing the public contract were in the regular course of their duties for the Contractor. Further, the Contractor warrants that no part of the contract price received was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with the construction of the public building or project were in the regular course of their duties for the Contractor.

A15.2 For breach or violation of this warranty, LPPS shall have the right to annul this Contract without liability.

A16 Nondiscrimination

A16.1 Both parties, LPPS and the Contractor, shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall

take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

A16.2 The Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. Chapter 126, as amended.

A16.3 LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBES) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBES as part of their proposals.

A17 Compliance with Laws

A17.1 The Contractor shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Contract.

A17.2 The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

A17.3 The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

A17.4 The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

A17.5 The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

A17.6 The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

A18 Independent Contractor

A18.1 In performing services under this Contract, the relationship between LPPS and the Contractor is that of independent contractor, and LPPS and the Contractor by the execution of this Contract does not change its independent status.

A18.2 No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making the Contractor the agent, servant, or employee of LPPS, or making the Contractor or any of its employees eligible for the fringe benefits, such as sick or annual leave benefits, retirement, insurance, worker's compensation and unemployment compensation coverages, which LPPS provides its employees.

A19 Legal Construction

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

A20 Successors and Assigns

This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

A21 Captions

A21.1 The headings used herein are for convenience and may not reference the complete contents of the clause.

A21.2 The Vendor/Contractor understands and agrees that it is their responsibility to adhere to all the requirements listed in every clause herein or provide specific exceptions on a deviation page with the required submittal forms.

A22 Venue

The parties hereto stipulate that the venue of any possible litigation arising under this agreement shall be in the Twenty-First Judicial District Court, Livingston Parish, Louisiana. In the event of conflict, the laws of the State of Louisiana shall prevail.

A23 Right of Review and Audit

A23.1 Contractor agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Contract for a period of seven (7) years, except records that are subject to audit findings shall be retained for seven (7) years after such findings have been resolved.

A23.2 Contractor agrees to permit the audit by LPPS or its designated representative of all its records relative to the contract at any time upon such notice as specified therein.

A23.3 If the contractor is not located within Livingston Parish, in the event of an audit he shall deliver the records or have the records delivered to LPPS's designated representative at an address designated by LPPS within Livingston Parish.

A23.4 If LPPS's designated representative finds the records delivered to be incomplete the contractor shall pay the representative's costs to travel to the contractor's offices to audit or retrieve the complete records.

A24 Entire Agreement

A24.1 It is understood and agreed that any contract entered into shall be considered nonexclusive between the parties.

A24.2 This Contract complete with the solicitation document embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein cannot be modified without written agreement of the parties, to be attached to and made a part of the Contract.

Appendix B

SCHOOL LIBRARY FACILITY DESIGN PRINCIPLES

The library provides a central point of access to information and resources for the learning community. As such, the librarian should serve as a consultant to the architect and the school planning committee in renovation and new construction projects.

Overall, school libraries should:

- Be located near instructional areas of the school, convenient to administrative areas, and accessible to visitors.
- Have the required infrastructure to accommodate access to and production of information utilizing a variety of technological devices and networks.
- Provide an appealing, effective environment that is age-appropriate for students.
- Have furnishings, colors, and other elements that create an environment that stimulates learning, productivity, and reading.
- Have a size that accommodates the full range of programs and services and provides sufficient shelving and floor space to maintain an attractive, uncluttered appearance.
- Contain no blind spots or other impediments to effective operation, provide a safe and secure environment, and accommodate supervision of all student areas by one person.

DESIGN SPECIFICATIONS FOR SCHOOL LIBRARIES

Location

The library should be located near the academic and administrative areas. It should be close to the main entrance. Accessibility after hours should be a consideration. The library should not be located adjacent to the cafeteria, band room, gym or other high noise areas. Noisy mechanical rooms should not be adjacent to the library.

Shape

Shapes that are as nearly square as possible are easier to lay out effectively and supervise.

Traffic Patterns

The plan should consider projected traffic flow patterns by library patrons and staff members to make navigation efficient. Traffic should flow along the perimeters of areas, not through them. The library design should limit entrances and exits to discourage using the library as a “shortcut” through the building.

Furnishings and Seating

Furniture placement and traffic patterns should allow individuals or small groups access to books, computers, and the circulation desk when a class occupies the instructional area(s). In elementary schools, a flexible-use open space should be included for storytelling. Seating at tables should accommodate classes and small groups and tables, chairs, and other furniture should be of appropriate size, design, and construction for the school population. All tables and seating should be easily moved to accommodate a variety of inquiry-based learning.

Shelving

Wall space should allow for most of the collection to be shelved around the wall with a minimum of low, freestanding shelves consuming available floor space. Wall shelving should be securely attached to walls. All shelving should be adjustable and easily moved.

Shelving should accommodate the current collection with room for 30% growth. [State guidelines](#) recommend a minimum of 10 books per pupil with elementary schools possibly needing a larger number of books per pupil than secondary. Also, secondary schools with a small enrollment may need a larger per pupil collection to accommodate the range of curricular needs, and schools with a wider-than-average grade range (e.g., grades K-8) may need more shelving to accommodate a larger per pupil collection to meet the range of needs. Shelving in the reference area should accommodate the size and weight of reference books.¹⁵

¹⁵ The Americans with Disabilities Act recommends 42 inches between shelving units; 36 inches is the legal minimum.

The following specifications should be considered for shelving:

COLLECTION TYPE	ITEMS PER LINEAR FOOT	NORMAL SHELVING HEIGHT	NORMAL SHELVING DEPTH
Elementary books (allow room for 30% growth)	20	Wall: 60 inches Free standing: 42 inches	<ul style="list-style-type: none"> Regular books: 10 inches Picture books, reference books, and periodical storage: 12 inches Equipment storage: 18-24 inches.
Middle/high school books (allow room for 30% growth)	12	Wall: 72 inches Free standing: 42 inches	<ul style="list-style-type: none"> Regular books: 10 inches Picture books, reference books, and periodical storage: 12 inches Equipment storage: 18-24 inches.

Lighting

Research has shown that the quality of light affects both behavior and learning. A lighting plan should be designed to accommodate the various functions that will take place in the facility. A lighting management system that permits control of lighting by zones is essential. A well-designed combination of direct and indirect lighting will provide well-balanced illumination that accommodates individual tasks, increasing productivity by users and staff as well as creating long-term energy savings. Some natural lighting is desirable, but careful attention must be paid to the orientation of the library. Light filtering blinds/shades are essential. Lighting in any freestanding stack areas must be perpendicular to stacks to reduce shadows. Lighting in computer areas should be indirect and or include a track system that allows control over illumination. Skylights, if used, should have a design that provides only indirect lighting.

Heating, Ventilation, and Air Conditioning (HVAC) System

An energy management system should ensure a draft-free and comfortable environment. The library houses an expensive inventory of materials and equipment and may operate outside school hours; therefore, it should have a separate HVAC system or be assigned to the same zone as administrative areas. The design should accommodate a controlled environment throughout the year, including summer months and holidays.

Acoustics

Careful consideration should be given to the location of high-traffic areas within the library. High noise areas should not adjoin an instructional area. In addition, some areas such as a makerspace area might work best if enclosed as a separate and visible room. Shelving and furniture should also be placed to create noise buffers. Textured wall treatments, fabrics, and acoustical ceiling tiles are all effective additions to help with absorbing sound. Television or other production or recording areas should have special acoustical treatment.

Telecommunications

Data and electrical outlets should be placed strategically throughout the library to accommodate access to network resources and the Internet by classes and individuals as well as for instruction. Wireless network access should be sufficient to accommodate all library patrons without a change in upload or download speed. Depending on the number of staff and the size of the facility the library should have telephone lines with long-distance capability.

Security

Consideration should be given to installing an anti-theft protection system. In any case, strategically placed security mirrors should be used to deter vandalism and theft.

Library Plan Zone

The zone plan for the library should be developed from the educational specifications for the school. "Zone plan" simply means developing a basic plan designating a space for each area to be incorporated into the final design. Exact space requirements and shapes should not yet be allocated. This simply says, "Provide space for this activity." This is the first planning phase. Spaces and areas should be allocated and grouped based on the library program vision. The zone plan should establish the spaces that should be included and their placement in relation to other areas in the library media center.

In general, a zone plan should assign and locate areas to maximize efficiency of operations and accommodate basic library functions: circulation of materials, instruction, makerspaces, research and technology use, equipment checkout and storage, technical processes, and library administration. The plan should also consider needs unique to the school.

The detailed floor plan should be developed from the zone plan. All areas should allow for quick transformation as needed to accommodate project based learning and student needs.

Library Facility Recommendations

To facilitate efficiency and effectiveness in services and operations, designs should incorporate the proper relationships of areas. Placement of areas should be dictated by the workflow and activities that occur in the library media center.

Space should be flexible to allow tables and chairs to be moved for meetings or special programs and space should be planned to create distinct zones:

- **Entrance:** The entrance should include display cabinets and spaces for displaying student work and other items. In middle and high school particularly, the entrance should include shelves for book bags.
- **Circulation area:** The circulation area should be near the main entrance. The library office(s) and workrooms should be adjacent to the circulation area. The circulation area's location should allow the librarian to maintain visual supervision of the library and bookshelves. Its size and design should accommodate essential circulation functions, such as checking books in and out and answering general information questions. The design and size of the circulation should be appropriate to the size of the room and age of the student population of the school.
- **Main area:** The main room of the library should be planned for simultaneous, multiple uses by whole classes, small groups, and individual students. The main area should include the reference/research area, general shelving, and an instructional area. The reference/research area should include the general reference collection, reference computers with online reference services, and tables and seating for a minimum of 8 students and 12 computers. General shelving should include the print and non-print materials in the school library collection. The instructional area should include seating for 1-3 classes and allow for drop-in access of small groups. Seating and power supply should support students in bringing in their own devices.
- **Leisure reading area:** A leisure reading and browsing section should contain comfortable and leisure seating and shelving for books along with display areas. Charging stations should be in the area. Locate leisure reading areas adjacent to fiction, magazines, and newspapers. This area should be within easy view of the circulation area.
- **Specialty areas:** In elementary schools, this may include an area for storytelling/read alouds. In high schools, this may include study areas to accommodate individual and small group study.
- **Support areas:** These should include an office/work room with sink and running water, a conference room, a small meeting room for teachers with the professional collection and teaching resources, a production room (e.g., TV/multimedia production or makerspaces), a data retrieval room (server and other fixed equipment, desk for technician, and shelving), equipment/technology storage (circulating equipment and shared A/V or technological hardware to support student or teacher presentations), and general storage.

Minimum space requirements:

Elementary Library Media Center: 4,200 sq. ft. without computer lab; 5,000+ sq. ft. with lab

Secondary Library Media Center (middle and high school): 5,200 sq. ft.; 6,200+ sq. ft. with lab

AREA/SERVICES	SPACE REQUIRED	TECHNOLOGY INFRASTRUCTURE	LIGHTING NEEDS	CO-LOCATION WITH
Circulation Area	Elementary: .35 of a classroom (280 sq. ft.) <i>Note: Classroom size used to calculate space is 800 square feet</i> Secondary: .50+ of a classroom (400 sq. ft.)	Data, voice, fax, electrical, 2 computers with access to catalog near circulation desk	No glare	Entrance Library office

AREA/SERVICES	SPACE REQUIRED	TECHNOLOGY INFRASTRUCTURE	LIGHTING NEEDS	CO-LOCATION WITH
Main Area: Reference/Research Area	Elementary: .50 of a classroom (400 sq. ft.) Secondary: .75+ of a classroom (600 sq. ft.)	Data, electrical, minimum of 12 computers	No glare	Near circulation Desk
Main Area: General Shelving	See Shelving		Good lighting	Class seating (See Instructional Area)
Main Area: Instructional Area	Elementary: 1.5 classrooms minimum* (1200 sq. ft.) Secondary: 2.5 classrooms (2000 sq. ft.)	Data, Electrical	No glare; Some natural light is recommended	
Leisure Reading Area	Elementary: .30 of a classroom (240 sq. ft.) Secondary: .75 of a classroom (600 sq. ft.)		Natural light, if possible; no glare	Near fiction & magazines; away from high traffic areas
Specialty Area: Story Area	Elementary: .50 of a classroom (400 sq. ft.)	Data, electrical	Natural light, no glare	Near easy book collection; away from high traffic areas
Specialty Area: Study Area	.25 of a classroom (200 sq. ft.)	Data, electrical	No glare Natural light	If enclosed should have a glass panel, away from high traffic areas
Support Area: Library Office/Workroom	.35 of a classroom (280 sq. ft.) <i>Note: In larger schools, an office is required for each professional staff member.</i>	Data, electrical, voice	No glare	Accessible to circulation desk; door should have a glass panel; window should be located on wall adjacent to the library
Support Area: Conference Room	.35 of a classroom (240-400 sq. ft.)	Data, electrical, voice	No glare	Door should have a glass panel; window should be located on wall adjacent to the library
Support Area: Small Workroom	.35 of a classroom (280 sq. ft.)	Data, electrical	No glare Bright lighting	Door should have a glass panel; window should be located on wall adjacent to the library
SUPPORT AREA: PRODUCTION AREA Can double as a conference room when not in use	.35 of a classroom (240-400 sq. ft.)	Data, electrical, table work space	No glare	Door should have a glass panel
Support Area: Data Retrieval Room	.30 of a classroom (240 sq. ft.)	Data, electrical, voice	Good lighting	Near entrance; direct entrance on hall preferred; door should have a glass panel
Support Area: Equipment/Technology Storage	.35 of a classroom (280 sq. ft.)	Electrical	Good lighting	Near entrance; second entrance on hallway preferred; door should have a glass panel
Support Area: General Storage	.50 of a classroom (400 sq. ft.)		Good lighting	Near library office/ workroom; second entrance on hallway preferred; door should have a glass panel
General Purpose Computer Lab (Optional)	1.25 classrooms (1000 sq. ft.)	Data, electrical	No glare	Access from hallway; space permitting, a general purpose lab is adjacent to the media center; door should have a glass panel