

COPY

STATEWIDE COMPETITIVE CONTRACT
AWARD



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

NUMBER : 409297
BUYER : LONA GROS
BUYER PHONE : (225)342-8024
T-NUMBER : 91322
DATE ISSUED : 04/04/14
VENDOR NUMBER : 204101469 00
VENDOR PHONE : (260)982-2107-0000
REQ AGENCY : 107001

HF GROUP LLC
1010 N SYCAMORE ST
N. MANCHESTER, IN 46962

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1344930
FISCAL YEAR : 13
EFFECTIVE DATE : 07/21/12
EXPIRATION DATE : 06/30/15

BINDING AND REBINDING BOOKS, PERIODICALS

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL: Sandra Gillen, CPPB
STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY: Tom Ketterer
Sandra G. Gillen, CPPB
DIRECTOR OF PURCHASING

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- 1 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

- 2 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

- 3 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

- 4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

- 5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

- 6 COOPERATIVE PURCHASE - NOTE: RESPONSE TO THIS SECTION WILL NOT AFFECT THE BID AWARD.
POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACT AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:
 - X BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE

 - X BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.

 - X BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.

- 7 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

- 8 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR

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THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

9 CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

10 NON-EXCLUSIVITY CLAUSE:
 THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

11 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

12 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

13 DELIVERIES: NOTE SUCCESSFUL VENDOR WILL BE REQUIRED TO COMPLETE EACH ORDER OF REGULAR BINDING WITHIN 28 DAYS FROM PICK-UP. THEY MUST MAINTAIN AN ADEQUATE SUPPLY OF ALL NECESSARY ITEMS TO INSURE PROMPT DELIVERY WHEN BINDING IS DESIRED IMMEDIATELY. FOR EACH DELIVERY THE CONTRACTOR WILL SUBMIT A DELIVERY TICKET SHOWING PURCHASE RELEASE ORDER NUMBER, DELIVERY DATE, QUANTITY, UNIT PRICE, DELIVERY TICKET NUMBER AND CONTRACTOR'S FIRM NAME. A WRITTEN SCHEDULE IS TO BE FURNISHED IN ADVANCE FOR PICK-UP DAYS.

RUSH DELIVERY PERIOD:FOURTEEN CALENDAR DAYS. CONTRACTOR AGREES TO PROVIDE A RUSH SERVICE WHICH CALLS FOR COMPLETION AND SHIPMENT OF MATERIALS SELECTED BY THE AGENCY AND/OR UNIVERSITY WITHIN A PERIOD OF ONE TO TEN PLANT WORKING DAYS. THE IN PLANT PERIOD BEGINS ON THE FIRST WORKING DAY AFTER THE SHIPMENT ARRIVES AT THE CONTRACTOR'S PLANT.

- A. FOR RUSH SERVICE, THE CONTRACTOR MAY NOT CHARGE EXTRA FOR RUSH SERVICE.
- B. THE AGENCY/UNIVERSITY MUST LIMIT ITS RUSH ORDERS TO ONE BOX OF MATERIAL PER WEEK, UNLESS THE CONTRACTORS AGREES IN WRITING TO MORE THAN ONE BOX.
- C. IF THE AGENCY /UNIVERSITY REQUIRED RUSH SERVICE ON AN ITEM AFTER IT HAS BEEN SENT IN A REGULAR SHIPMENT, THE TEN DAY PERIOD WILL NOT BEGIN UNTIL THE ITEM HAS BEEN FOUND BY THE CONTRACTOR.

INVOICE: WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY /UNIVERSITY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER DELIVERY DATE, PURCHASE ORDER NUMBER , QUANTITY, UNIT PRICE AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN TRIPLICATE DIRECTLY TO THE AGENCY/UNIVERSITY.

PAYMENT: THE AGENCY/UNIVERSITY WILL PAY THE CONTRACTOR UPON RECIEPT OF PROPERLY EXECUTED INVOICE AFTER GOODS HAVE BEEN RECEIVED, INSPECTED AND ACCEPTED. INVOICES WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF COMPLETE AND SATISFACTORY DELIVERY, OR RECIEPT OF PROPERLY EXECUTED INVOICE, WHICH EVER IS LATER. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTI-

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TUTE FUL COMPENSATION OF FURNISHINGS AND DELIVERING THE CONTRACT COM-
MODITIES. IN NO CASE WILL THE AGENCY/UNIVERSITY REFUSE TO MAKE PARTIAL
PAYMENT TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED.
THIS PAYMENT IN NO WAY RELIVES THE CONTRACTOR OF HIS RESPONSIBILITY
TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER.

GOVERNMENT RESTRICTIONS: IN THE EVENT ANY GOVERNMENTAL RESTRICTIONS
MAY BE IMPOSED WHICH WOULD NECESSITATE ALTERATION OF THE MATERIAL,
QUALITY, WORKMANSHIP, OR PERFORMANCE OF THE ITEMS OFFERED ON THIS
PROPOSAL PRIOR TO THEIR DELIVERY, IT WILL BE THE RESPONSIBILITY
OF THE SUCCESSFUL BIDDER TO NOTIFY STATE PURCHASING AT ONCE, INDICAT-
ING IN HIS LETTER THE SPECIFIC REGULATION WHICH REQUIRED SUCH
ALTERATIONS. THE STATE RESERVES THE RIGHT TO ACCEPT ANY SUCH
ALTREATIONS, INCLUDING ANY PRICE ADJUSTMENTS OCCASIONED THEREBY, OR
TO CANCEL THE CONTRACT.

- 14 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST
THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4)
MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE
PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE
REPORT.

THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX
NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE
ITEM" INDICATING QUANTITY PURCHASED.

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 908-10-002632 HALF CHARGERS CORRECTIONS FOR MONOGRAPHS	1	EACH	\$ 3.35000	
00002	COMMODITY CODE: 908-10-002619 HALF CHARGERS CORRECTIONS FOR PERIODICALS	1	EACH	\$ 3.35000	
00003	COMMODITY CODE: 908-10-002632 LIBRARY BOOK BINDING, CUSTOM	1	EACH	\$ 6.75000	
00004	COMMODITY CODE: 908-10-002622 LIBRARY BOOK BINDING, ECONOMY, WITH TYPE II MATERIAL COVER	1	EACH	\$ 6.75000	
00005	COMMODITY CODE: 908-10-002619 LIBRARY BOOK BINDING, ECONOMY, WITH MYLAR COVER	1	EACH	\$ 6.75000	
00006	COMMODITY CODE: 908-10-002619 LIBRARY BOOK BINDING, ECONOMY, WITH REPRODUCTION BOOK COVER.	1	EACH	\$ 6.75000	
00007	COMMODITY CODE: 908-45-002645 STANDARD PERIODICAL BINDING	1	EACH	\$ 7.65000	
00008	COMMODITY CODE: 908-45-002635 CUSTOM PERIODICAL BINDING	1	EACH	\$ 13.10000	
00009	COMMODITY CODE: 908-55-002653 NEWSPAPER BINDING	1	EACH	\$ 43.60000	
00010	COMMODITY CODE: 908-75-002667 PAMPHLET BINDING, WIRE OR SIDE STITCH WITH FLAT BACK	1	EACH	\$ 12.10000	
00011	COMMODITY CODE: 908-75-002670 THESIS, DISSERTATION, MANUSCRIPT, RESEARCH REPORT BINDING	1	EACH	\$ 7.85000	
00012	COMMODITY CODE: 908-10-002611 MUSIC BINDING	1	EACH	\$ 7.85000	
00013	COMMODITY CODE: 908-10-002575	1	LINE	N/A	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
	EXTRA LINES, LETTERING OVER 7 LINEAR INCHES, ON BOOKS, MAGAZINES AND CONSERVATION BOXES (EXCLUDING CALL NUMBERS) THIS IS A NO COST ITEM TO THE STATE.				
00014	COMMODITY CODE: 908-10-002563 CALL NUMBERS	1	LINE	\$.05000	
00015	COMMODITY CODE: 908-10-002591 FRONT STAMPING THIS IS A NO COST ITEM TO THE STATE.	1	LINE	N/A	
00016	COMMODITY CODE: 908-65-002659 RESTORING AND SPECIAL WORK (ANY CHARGES OVER ONE HOUR MUST HAVE PRIOR APPROVAL BEFORE PROCEEDING)	1	HOUR	\$ 23.25000	
00017	COMMODITY CODE: 908-10-002594 HAND SEWING	1	EACH	\$ 11.65000	
00018	COMMODITY CODE: 908-10-002583 EXTRA THICKNESS OVER STANDARD 2-1/2"	1	INCH	\$ 1.75000	
00019	COMMODITY CODE: 908-10-002583 EXTRA HEIGHT OVER 14"	1	INCH	\$ 1.75000	
00020	COMMODITY CODE: 908-10-002601 MAP POCKETS, PAPER	1	EACH	\$ 3.20000	
00021	COMMODITY CODE: 908-10-002601 MAP POCKETS, CLOTH	1	EACH	\$ 6.00000	
00022	COMMODITY CODE: 908-10-002605 TATTLE TAPE, FURNISHED AND INSTALLED	1	EACH	\$.35000	
00023	COMMODITY CODE: 525-05-033901 PHASE BOX (LIGNIN FREE BOARD)	1	EACH	\$ 22.50000	
00024	COMMODITY CODE: 525-05-033902 PHASE BOX (GREY/WHITE BOARD)	1	EACH	\$ 19.50000	
00025	COMMODITY CODE: 525-05-033903 PHASE BOX (PER INCH/OVER 12 INCHES)	1	EACH	\$ 2.70000	
00026	COMMODITY CODE: 525-05-033904	1	EACH	\$ 54.40000	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00027	DOUBLE TRAY (HINGED) BOOK BOX COMMODITY CODE: 525-05-033905 DOUBLE TRAY (HINGED) BOOK BOX, (PER INCH /OVER 12 INCHES IN HEIGHT)	1	EACH	\$ 4.50000	
00028	COMMODITY CODE: 525-05-033905 LEAF ATTACHMENT THIS IS A NO CHARGE ITEM TO THE STATE.	1	EACH	N/A	
00029	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT DEACIDIFICATION	1	EACH	\$ 70.00000	
00030	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT ENCAPSULATION	1	EACH	\$ 12.00000	
00031	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT LAMINATION	1	EACH	\$ 12.00000	
00032	COMMODITY CODE: 525-05-033905 PRESERVATION TREATMENT MILDEW REMOVAL	1	EACH	\$ 70.00000	
00033	COMMODITY CODE: 908-10-002601 MEDIA POCKET - CD (JEWEL) CASE MOUNTED TO THE INSIDE OF THE BOOK COVER	1	EACH	\$ 7.70000	
00034	COMMODITY CODE: 908-10-002601 BOX POCKET - POCKETS CONSTRUCTED FOR MATERIAL 1/4" THICK	1	EACH	\$ 12.70000	
00035	COMMODITY CODE: 908-10-002632 STUBBING/FILLER	1	EACH	\$ 3.60000	
00036	COMMODITY CODE: 908-10-002632 PHOTOCOPY UP TO 11" X 17", BLACK AND WHITE	1	EACH	\$ 25000	
00037	COMMODITY CODE: 908-10-002632 PHOTOCOPY UP TO 11" X 17", COLOR	1	EACH	\$ 95000	