



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**FY2016-003**

**NEW REFERENCE AND LIBRARY BOOKS  
FOR THE OAK RIDGE PUBLIC LIBRARY**

**BID OPENING**

**April 21, 2015  
2:00 p.m., Local Time**

**at the  
Central Services Complex Materials Management Conference Room  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819  
lmajeski@oakridgetn.gov  
Attn: Lyn Majeski**

**CITY OF OAK RIDGE, TENNESSEE**  
**Invitation to Bid and Instructions to Bidders**

**FY2016-003**

**March 31, 2015**

**Project: New Reference and Library Books**

**Invitation**

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 21, 2015, then publicly opened in the Central Services Complex Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing new reference materials and library books for the Oak Ridge Public Library as described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications)

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

**Discrepancies**

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. The deadline for questions and clarifications is 5:00 p.m. on Monday, April 13, 2015.

**Prices**

The Bidder shall submit pricing as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**Withdrawal of Bids**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

### **Rejection of Bids**

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

### **References**

Each Bidder shall furnish references for whom similar work was performed, the year in which such work was performed, and giving such other information as will tend to show the Bidder's ability to perform the required work and to allow the City to thoroughly check the references.

### **Bidders Interested in More than One Bid**

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

### **Insurance**

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

### **Award of Contract**

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

### **City Officers and Employees Not To Have Financial Interest**

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

## Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name  
Bidder's Address

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2016-003: New Reference and Library Books to be opened April 21, 2015 at 2:00 p.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

## **SPECIFICATIONS**

The awarded bidder (Contractor) must comply with the following specifications:

### Generally

1. Notification of the titles of the books to be supplied will be given to the Contractor by the Director of the Oak Ridge Public Library or the Director's designee.
2. On-line ordering capability is required.
3. Status reports must include a list of titles back-ordered and/or the item availability. Status reports must also indicate a reason for cancellations (e.g. publisher cancelled, out of stock, etc.)
4. The first shipment must be shipped within seven (7) to ten (10) calendar days after receiving the order.
5. The City's order numbers must appear on the outside of all boxes (Oak Ridge Public Library Order Numbers).
6. All invoices must be printed in duplicate.
7. It is understood that the City may, upon request, return publications. The Contractor's return policy must be clear and simple, and a copy of the policy (or explanation of the policy) must be attached to the bid.
8. All books not supplied in ninety (90) days from the date of receiving the order are to be cancelled by written notice as soon as possible after the expiration of the ninety-day period.
9. Order confirmations must be sent within two (2) business days of the receipt of the order.
10. All books shall be new books of the latest printing.

### Shipping Directions

The Contractor must package the books in accordance with good commercial practice. Each shipping container must be clearly and permanently packed as follows:

- Seller's (Contractor's) name and address
- Consignee's (Oak Ridge Public Library's) name, address, and purchase order number.
- Container number and total number of containers, e.g. Box 1 of 4 Boxes, etc.
- The number of the container bearing the packing slip.

The Contractor shall bear the cost of packaging and shipping. All containers must be shipped via UPS.

The title and risk of loss shall not pass to the City until the City physically receives and takes possession of the goods at the point of delivery. The City shall have the right to inspect the goods at delivery before accepting them.

Books are to be listed alphabetically by title on confirmation notices, invoices, and packing lists, each showing the order number. The packing lists are to show the list price and be included in the shipment. If there are unusual charges on an invoice, there must be an explanation. Books are to be consigned to:

Oak Ridge Public Library  
1401 Oak Ridge Turnpike  
Oak Ridge, Tennessee 37830

Any variation of the above directions is cause to cancel the contract.

#### Warranties

The Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. The Contractor warrants that the goods furnished will conform to the specifications.

#### Cancellation

The City shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms of the contract, including warranties, or if the Contractor becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies the City may have in law or equity.

#### Termination

The performance of work under this Contract may be terminated in whole or in part by the City for any reason. Termination of work hereunder shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor shall be paid only for the performance of work up to the date of termination if the City exercises its right to terminate. Such right of termination is in addition to and not in lieu of the City's right to cancel as set forth above.

#### Assignment

The Contractor may not assign this Contract or delegate any obligation without the advanced written permission of the City. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

#### Contract Term

The term of the resulting contract is for a one (1) year period beginning July 1, 2015 through June 30, 2016 (the City's fiscal year), with the City's option to renew to up to four (4) additional one-year periods, which renewal shall occur automatically without notice to the Contractor unless the City submits notice of its intent to not renew the contract.

FY2016-003 BID FORM

Project: Library Books

In compliance with the Invitation for Bids, dated March 31, 2015, the undersigned Bidder:

\_\_\_\_\_

\* a corporation organized and existing under the laws of the State of: \_\_\_\_\_

\* a partnership consisting of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*an individual trading as: \_\_\_\_\_

\_\_\_\_\_

(\*fill in as appropriate)

of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder acknowledges receipt the following addenda:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

**FY2016-003 BID FORM  
(continued)**

**Base Bid:**

Please indicate your discount from the publishers' list prices for the following classifications of publications:

Fiction-Adult, Juvenile, Trade	_____ %
General Non-fiction-Adult, Juvenile, Trade	_____ %
Special Non-fiction-Adult, Juvenile, Trade	_____ %
Juvenile Books – Publisher Library Binding	_____ %
Pedagogical, Technical, Scientific and College Textbooks	_____ %
School and Reference Books	_____ %
Special Edition of Titles Procured from Publishers Which Do Not Permit a Definite Classification	_____ %
Paperbacks, Trade Discounted Paper and Mass Market Papers	_____ %

**Alternate Bid:**

Please indicate your one all-inclusive discount that will apply to all types of books/materials listed above under Base Bid.

\_\_\_\_\_ %

**Warranty:**

Please state the terms of warranty on all books. Attach additional pages if needed.

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Please note, it is the City's intention to make award for this service by using either the Base Bid or the Alternate Bid and not a combination of the two.

**FY2016-003 BID FORM  
(continued)**

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: \_\_\_\_\_  
Signature

Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Fax #: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Business  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_

Physical  
Address: \_\_\_\_\_  
\_\_\_\_\_

Tax ID Number: \_\_\_\_\_

**NOTE:** In accordance with the Invitation to Bid, the following are attached with the bid: reference list and bidder's return policy.

**CONTRACT**

**FY2016-003**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing new books of the latest printing for the Oak Ridge Public Library, as ordered, in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

**ARTICLE 2 – Term**

This Contract shall become effective on July 1, 2015 and shall terminate on June 30, 2016. However, the City has the right to renew this Contract for up to four (4) additional one-year terms (July 1 – June 30), which renewals shall occur automatically unless the City submits notice of its intent to not renew to the Contractor.

**ARTICLE 3 – Inspections and Defective Product**

All shipments shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective products and to require replacement without additional cost.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for defective products. The City shall give notice of observed defects with reasonable promptness.

**ARTICLE 4 – Payment**

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor the purchase price (less applicable discounts as listed on the bid sheet of the Contractor attached hereto and incorporated herein by reference). Payment shall be made within thirty (30) days after receipt of the book order and satisfactory inspection.

**ARTICLE 5 – Indemnification by Contractor**

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

**ARTICLE 6 – Compliance with All Laws, Ordinances, Statutes, and Regulations**

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

**ARTICLE 7 – Insurance**

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence

	Or Combined Single Limit of	\$1,000,000	
2.	Workers' Compensation and Employer's Liability as provided for in applicable statutes.		
3.	Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)		
	Bodily Injury	\$300,000	each person
		\$700,000	each occurrence
	Property Damage	\$100,000	each occurrence
	Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

**ARTICLE 8 – Permits and Licenses**

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

**ARTICLE 9 – Assignment**

The Contractor may not assign this Contract or delegate any obligation without the advanced written permission of the City. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this article.

**ARTICLE 10 – Warranty**

The Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. The Contractor warrants that the goods furnished will conform to the specifications.

**ARTICLE 11 – Cancellation**

The City shall have the right to cancel for default all or any part of the undelivered portion of an order if the Contractor breaches any of the terms of this Contract, including warranties, or if the Contractor becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies the City may have in law or equity.

**ARTICLE 12 – Termination**

The performance of work under this Contract may be terminated in whole or in part by the City for any reason. Termination of work hereunder shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination becomes effective.

In the event of termination, the Contractor shall be paid only for the performance of work up to the date of termination. Such right of termination is in addition to and not in lieu of the City's right to cancel as set forth above.

**ARTICLE 13 – Anti-Discrimination**

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses.

**ARTICLE 14 – Governing Law**

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

(CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed or Typed Name and Title)

Attachments: Specifications  
Bid Documents  
Contractor's Bid

Approved by Resolution \_\_\_\_\_