



# **Metropolitan Library System**

## **Bid Documents and Specifications**

**ITB 22-81-07  
Book Jacket Covers**

**Due Date: November 3, 2021 2:00pm**

## Notice to Bidders

The Metropolitan Library System requesting sealed bids for the **Purchase and Delivery of Book Jacket Covers.**

Sealed bids will be accepted until Nov 3, 2021 at 2:00 PM at the first floor security desk at the Downtown Library (3<sup>rd</sup> floor), 300 Park Avenue, Oklahoma City, OK 73102 or may be uploaded with registration at [www.bidnetdirect.com/oklahoma](http://www.bidnetdirect.com/oklahoma). Bids will be opened and read aloud at that time in the 3<sup>rd</sup> floor conference room.

Bids shall be in a sealed envelope, clearly marked "Bid - Book Jacket Covers" and shall have the name of the Vendor, and the time and date of the bid opening.

The specifications and bid documents may be obtained from the Business Office at the Downtown Library (3<sup>rd</sup> floor), 300 Park Avenue, Oklahoma City, OK 73102 or by calling John Rahhal at 405-606-3794 or Lisa Walker at 405-606-3792 or downloaded at [www.bidnetdirect.com/oklahoma](http://www.bidnetdirect.com/oklahoma).

Following the evaluation of bids, a recommendation will be made to the Metropolitan Library Commission for approval.

# **Metropolitan Library System**

## **General Bidding Terms and Conditions**

### **1. Definitions:**

- 1.1 "Bid" or "proposal" means an offer to provide the goods and/or services by the bidder in response to a solicitation.
- 1.2 "Bidder" means an individual or legal entity that submits a bid in response to a solicitation.
- 1.3 "Solicitation" means a request or invitation by the Metropolitan Library System (MLS) for a supplier to sell goods and/or services to the MLS. A solicitation may be an Invitation to Bid, a Request for Proposal, or a Request for Quote.
- 1.4 "Supplier" or "vendor" means an individual or legal entity that sells or desires to sell goods and/or services to the MLS.

### **2. Preparation and Submission of Bids**

- 2.1 These General Bidding Terms and Conditions, any Special Provisions, and the provisions of the Solicitation Specifications and/or attachments apply to and become a part of the terms and provisions of the Bidder's Proposal. Bidders are expected to examine these general instructions and any special instructions and conditions prior to submitting the bid proposal. Failure to comply with any of the instructions contained herein may result in rejection of the bid.
- 2.2 Submitted bids shall include the "Bidder Information Sheet", a properly executed "Affidavit for Filing a Competitive Bid", a completed W-9, and any other forms required by this solicitation.
- 2.3 Bids must be submitted to the MLS Business Office in a sealed envelope or package. The SOLICITATION NUMBER AND RESPONSE DUE DATE MUST APPEAR ON THE FACE OF THE ENVELOPE OR PACKAGE. The bidder name and address must also appear on the face of the envelope or package. Bid proposals must be submitted in ink or typewritten, and signed by the Bidder.
- 2.4 Bidders are invited, prior to submitting any proposal, to visit the job site and to examine carefully all local conditions. The Bidders should inform themselves, by their independent research, of the difficulties to be encountered and the accessibility of the work. Bidders should take into all accounts the attending circumstances affecting the cost of doing the work or the time required for its completion. It is the responsibility of the Bidder to obtain all necessary information required to make an intelligent proposal. Bidders should rely exclusively upon their own measurements, estimates, investigations and other data that are necessary for full and complete information upon which the proposals are to be based.
- 2.5 The bids filed with the Business Office will be opened immediately after the time stated in the "Notice to Bidders" and read aloud. Bids received after the response due date and time shall be considered non responsive and shall not be considered for any resulting award. Bidders are invited to attend at the time set for opening proposals.
- 2.6 Submitted bids are rendered a legal offer and any bid, when accepted by the Metropolitan Library System (MLS), shall constitute a contract.

### **3. Sales Tax and Incurred Expenses**

- 3.1 The Library is qualified for exemption from State and Local Sales Tax. Bidders shall not include these taxes in price quotes.
- 3.2 All costs and time incurred by the Bidder in preparing the response to the bid requirements and specifications or that is required to finalize the bid award and/or contract, is at the sole expense of the Bidder. The MLS will not be held responsible or accountable for any costs incurred by the Bidder in preparing the bid proposal.

#### **4. Insurance, Bonds, and Indemnification**

- 4.1 The successful bidder awarded the contract shall obtain and retain insurance, including workers' compensation, automobile, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the contract. The supplier awarded the contract shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the MLS with evidence of such insurance and renewals.
- 4.2 The successful bidder agrees to hold MLS and its officers, officials, employees, Boards, and Commissions harmless from any claims, demands, or other liabilities resulting from the successful bidder's or any of its agents' or employees' negligent act or omission to act in the performance of any contract or agreement resulting from this bid.

#### **5. Delivery and Installation Requirements**

- 5.1 All Prices quoted shall be F.O.B destination unless otherwise stated in the solicitation.
- 5.2 Bid proposals must show the number of days estimated for production, delivery and installation of the product, services, work and/or project under normal conditions. Unrealistically short or long completion dates may cause bids to be rejected. The Purchasing Officer must be kept advised at all times of the commencement date and the progress of the work being performed by the successful bidder.
- 5.3 Final inspection and acceptance shall be at destination.

- 6. **Quantities And Measurements:** All quantities and measurements indicated in the technical specifications shall be considered on a more or less basis. Contractors must rely on their own measurements and calculations for material and supplies. Invoices and claims will be processed for payment based upon the exact quantity of material delivered and/or work performed by the contractor.

#### **7. Manufacturers' Name/Approved Equivalents**

- 7.1 Unless otherwise specified, manufacturers' names, brand names, information and/or catalog numbers listed in specifications are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this requirement. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto.

#### **8. Interpretation Of Specifications**

- 8.1 Any exceptions to these general instructions and any deviations from the specifications must be submitted in writing, attached and made a part of the bidder's proposal. If the bidder does not indicate any exceptions, it will be construed to mean that the bidder proposes to comply with all instructions and all terms and conditions and specification contained in the solicitation the price quoted in the proposal.
- 8.2 A bidder requiring an interpretation of any documents included in the solicitation may submit a written request to the Purchasing Officer twenty-four (24) hours prior to the pre-bid conference. The person submitting such a request will be responsible for its prompt delivery. An interpretation of the bid package documents will only be made by an Addendum. The Addendum will be duly issued and a copy of such Addendum will be mailed or delivered to each person receiving/requesting the solicitation. However, it is the responsibility of the bidder to contact the Purchasing Officer/Business Office to determine if there have been any addenda to the solicitation. The MLS will not be responsible for any other explanations or interpretations of the proposed documents other than those described in official addenda to the solicitation.

#### **9. Evaluation And Acceptance Of Proposal**

- 9.1 All bid proposals received at the published bid opening date and time will be opened and read aloud. Unless alternate criteria are included in any specifications, the criteria used to determine best and lowest

bidder will be the Bidder's compliance with all requirements and technical specifications, completion dates, experience, qualifications, history of contract relations with the MLS, references if required, and pricing.

## **9.2 Preferential Consideration of Local Vendors**

9.2.1 The Metropolitan Library System, in accordance with its purchasing policy as amended by the Metropolitan Library Commission on May 15, 1986, will give preferential consideration when purchasing supplies, and/or services, through the competitive bidding process, to Oklahoma County residents, vendors and contractors whose property taxes directly support the Metropolitan Library System.

9.2.2 Preferential consideration will only be given when all other factors used in determining lowest and best bidder are equal, and when the differential between the local and non-local vendor's bid price does not exceed 5% or \$1,000, whichever is less.

9.3 The Library reserves the right to; award by item, groups of items or all items of the bid; to reject any or all bids received, in whole or in part, and to waive any technical defects, irregularities and omissions, if found to be in the best interest of the Library.

9.4 The administration will submit to the Library Commission, a recommendation of contract award based on the evaluation of the successful Bidder's proposal.

## **10. Choice of Law & Venue**

10.1 Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

10.2 Venue for any action, claim, dispute or litigation relating in any to the contract shall be in Oklahoma County, Oklahoma.

## **11. Termination for Cause**

11.1 The MLS may terminate the contract for default or any other just cause upon notice to the supplier.

11.2 The Library may terminate the contract immediately, without notice to the supplier, when violations are found to be an impediment to the function of the Library and/or detrimental to its cause or when conditions preclude notice.

11.3 If the Contract is terminated, the MLS shall be liable only for payment for products and/or services delivered and accepted.

## **12. Termination for Convenience**

12.1 The MLS may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the best interest of the MLS. The MLS will deliver a Notice of Termination for Convenience to the supplier specifying the effective date of the Contract termination. The Contract termination shall be a minimum of 60 days from the date of the Notice of Termination for Convenience.

12.2 If the Contract is terminated, the MLS shall be liable only for payment for products and/or services delivered and accepted.

## **13. Compliance With Applicable Laws**

13.1 The products and services supplied under this contract shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations including those of the Metropolitan Library System. The supplier shall maintain all applicable licenses and permit requirements.

**14. Payment:** Payment shall be made to the Contractor after products have been delivered and accepted or services have been provided and accepted. Payment will be made via ACH.

**15. Special Provisions**

15.1 Any Special Provisions set forth in a solicitation apply with the same force and affect as these General Bidding Terms and Conditions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## Specifications for Book Jacket Covers

**Intent:** It is the intent of these specifications to obtain an annual contract for Book Jacket Covers of various sizes for the Metropolitan Library System Collection Processing Division.

**Contract Period:** The contract period shall be for one year, from December 1, 2021 to November 30, 2022, with the option to renew for two additional years and one half year from Dec 1, 2024 to June 30, 2025.

**Quantities/Pricing Agreement:** The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

All quantities listed are based on prior usage and shall be considered on a more or less basis. The Library makes no guarantee to purchase any specific item or quantities of products. The unit price quoted is to include all freight and handling fees.

**Delivery:** All products shall be delivered to the Service Center-Collection Processing Division. The Service Center is located at ground level and is equipped with a dock and forklift capability. The address for the Service Center is:

Metropolitan Library System  
Service Center-Collection Processing Division  
300 NE 50<sup>th</sup> St.  
Oklahoma City, OK 73105  
ATTN: Galen Boydstun

**Product Description:** The book jacket covers shall be 1.5 mil polyester, glossy finish with no paper backing, no perforated folding guides and only one (1) anchor tab. The book jacket covers must be archival safe. The Library currently uses Durafold™ book jacket covers and has used in the past Brodart Just a Tab book jacket covers. The Library requires a product substantially similar. **A SAMPLE OF EACH SIZE MUST BE INCLUDED.**

**Note:** The sizes indicate the jacket should cover a book of that height:

Product Sizes	Estimated Quantities
10" JACKETS [50 per box]	800
12" JACKETS [50 per box]	600
12"XL JACKETS [50 per box]	300
14" JACKETS [50 per box]	175
16" JACKETS [50 per box]	150

- The 10" jackets are to fit books up to 10" high and have a jacket length of 21"
- The 12" jackets are to fit books up to 12" high and have a jacket length of 24"
- The 12"XL jackets are to fit books up to 12" high and have a jacket length of 32"
- The 14" jackets are to fit books up to 14" high and have a jacket length of 28"
- The 16" jackets are to fit books up to 16" high and have a jacket length of 30"

**Packaging:** The book jacket covers must be packaged between two cardboard backboards or in a fully enclosed cardboard container.

**Metropolitan Library System  
Bid Proposal  
Book Jacket Covers**

Bid Opening Date & Time: **2:00 PM, November 2, 2021**

FIRM/VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TAX ID #: \_\_\_\_\_

Executive Director, Chair, and Members of the Commission:

The undersigned, as the Bidder, declares that, before preparing this bid, (s)he has read carefully the requirements for bidders, specifications, and affidavits, and that (s)he is familiar with all provisions of the same. Said Bidder proposes and agrees that if the proposal is accepted, (s)he will enter into a contract with the Library after acceptance of this proposal by the Commission.

**BID PROPOSAL:** Provide and deliver the book jackets at prices indicated below. **A sample of each must be included.**

Item	Unit Cost
10" JACKETS [50 per box]	
12" JACKETS [50 per box]	
12"XL JACKETS [50 per box]	
14" JACKETS [50 per box]	
16" JACKETS [50 per box]	

The undersigned, of lawful age, being first duly sworn upon oath deposes and says: that (s)he has the lawful authority to execute the within and foregoing proposal; and that (s)he has executed the same by subscribing his/her name hereto under oath for and in behalf of said Bidder.

Subscribed and sworn to Before Me

This \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Notary Public

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

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



**METROPOLITAN LIBRARY SYSTEM  
AFFIDAVIT FOR FILING WITH A COMPETITIVE BID**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to restrain from bidding; or with any official or employee of the Metropolitan Library Commission of Oklahoma County as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidder and any official or employee of the Metropolitan Library Commission of Oklahoma County concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant is advised that under the Oklahoma State Law:

No person, firm, or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption of sales to the state or to any of its political subdivisions, may make sale of real or personal property to the state or any political subdivision thereof.

Affiant further states that (s)he has not been convicted of or pleaded guilty to any such violation

Subscribed and sworn to Before Me

This \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signed By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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