

**SOMERSET COUNTY LIBRARY COMMISSION  
NOTICE OF RFP FOR EXEMPT SERVICE 2022-2023**

The SOMERSET COUNTY LIBRARY COMMISSION is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by Brian Morgan, Finance Director, on Wednesday September 15, 2021 at 2:00 P.M. at the Somerset County Library, 1 Vogt Drive, Bridgewater, NJ 08807 at which time and place responses will be opened for:

1. **PROQUEST SUBSCRIPTION ELECTRONIC DATABASES**

**Specifications and instructions may be obtained at the**

Somerset County Library  
1 Vogt Drive  
Bridgewater, NJ 08807

or on the SOMERSET COUNTY LIBRARY SYSTEM website at [www.somerset.lib.nj.us](http://www.somerset.lib.nj.us).

**Respondents are required to comply with the requirements of N.J.S.A. 10: 5-31 et seq. and N.J.A.C. 17:27-1 et seq.**

Brian Morgan, Finance Director  
August 13, 2021

## 1. INTRODUCTION

This contract is to furnish and deliver library services and materials for the SOMERSET COUNTY LIBRARY COMMISSION (SCLC) through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

## 2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and the provision of materials and services. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the SOMERSET COUNTY LIBRARY COMMISSION, hereinafter referred to as SCLC, to determine the proposal non-responsive to the RFP, and will be a factor in the determination of an award of contract. The contents of the proposal of the successful Respondent, as accepted by the SCLC, will become part of any contract awarded as a result of this RFP.

### 2.1 Schedule

The dates established for the procurement are:

- |                            |                           |
|----------------------------|---------------------------|
| 1 Release of RFP           | August 13, 2021           |
| <b>2 Proposal Due Date</b> | <b>September 15, 2021</b> |
| 3 Governing Body Action    | October 6, 2021           |

### 2.2 Proposal Submission Information

Submission Date and Time:

**Wednesday September 15th at 2:00 P.M.**  
**One (1) Original & One (1) copy.**

Submission Office:  
Brian Morgan, Finance Director  
Somerset County Library  
1 Vogt Drive  
P.O. Box 6700  
Bridgewater, NJ 08807

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Somerset County Library Finance Director. The original proposal shall be marked to distinguish it from the one (1) copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **2.3 Users of these Services**

The user of services is solely the SOMERSET COUNTY LIBRARY COMMISSION and the Somerset County Library Administration and staff.

### **2.4 SCLC Representative for this Solicitation**

Please direct all questions in writing to:

Brian Morgan

Fax: (908) 707-8324

Email: [bmorgan@sclibnj.org](mailto:bmorgan@sclibnj.org)

### **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP and all interpretations and clarifications considered necessary by the SCLC representative in response to such comments and questions will be issued by Addenda posted to the website. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **2.6 Estimates of Quantities**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The SCLC especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the SCLC to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

### **2.7 Cost Liability and Additional Costs**

The SCLC assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the SCLC shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the SCLC, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the SCLC must be in accordance with, and subject to, compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions of that law and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.8.2 Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action regulations of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed in order for SCLC to determine compliance.

### **2.8.3 Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the SCLC harmless.

### **2.8.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.8.6 N.J. Business Registration Certificate**

A N.J. Business Registration Certificate (NJBRC) is required prior to award of contract.

### **2.8.7 Disclosure of Investment Activity in Iran**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in the energy or finance sectors of Iran.

### **2.8.8 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the SCLC in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the SCLC from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any SCLC regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and shall provide such certificates of insurance when requested.

### **2.9 Multiple Proposals Not Accepted**

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. However, vendors may respond to more than one service but must list each service separately on the proposal cost form and must state their relevant qualifications for each service.

### **2.10 Failure to Enter Contract**

Should the respondent to whom the contract is awarded fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the SCLC may then, at its option, accept the proposal of another respondent.

### **2.11 Commencement of Work**

The contractor agrees to commence work after the date of award by the SCLC **and upon notice from the using department.**

### **2.12 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the contractor violates any requirements of the Contract, the SCLC shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the SCLC of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the SCLC harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the SCLC under this provision.

In case of default by the contractor, the SCLC may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **2.13 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Somerset County Library System Finance Director no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and will have no impact on the SCLC or the award of contract.

### **2.14 Payment**

The SCLC issues checks once a month on the first Wednesday of each month, excepting holidays. A voucher with the vendor's original signature must be attached to all invoices and be in the ordering department's possession roughly two weeks prior to the first Wednesday of the following month in order for a check to be ready on that date.

The SCLC will not pay interest or late fees.

## 2.15 Ownership of Material

The SCLC shall retain all of its rights and interest in any and all documents and property, both hard copy and digital, furnished by the SCLC to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the SCLC at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the SCLC, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the SCLC pursuant to this contract shall belong exclusively to the SCLC. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the SCLC upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the SCLC.

## 3. SCOPE OF WORK

The SCLC is soliciting proposals for the provision of the following services and products:

***Note: The SCLC will in some cases award contracts to more than one vendor in order to assure the availability of certain products.***

### 3.1 SUBSCRIPTION ELECTRONIC DATABASES

The SCLC requires vendors to renew our subscriptions to the following electronic databases for a period of one year at a time. The successful vendor will:

1. Provide the following electronic databases:
  - a. **ProQuest Ancestry Library** - Genealogical database including passenger lists, U.S and U.K. Census material, and many other resources. Available either remotely or library use only.
  - b. **ProQuest Fold3 Library Edition** - Genealogical database providing access to military records from the Revolutionary War onwards. Remote access available.

- c. **ProQuest Historical New York Times, 1851-2017**- Full-image archive of the entire historical run of the *New York Times* from 1851 to 2001. The Historical New York Times with Index (1851-1993) provides search capability using subject terms and topics for focused and targeted results in combination with searchable full text, full page, and article-level images from the Historical New York Times. Remote access available.
- d. **ProQuest Global Newstream**- Index to thousands of current periodicals and newspapers with many full-text articles from 1986 to date. Must include Courier-News, NJ. Remote access available.

- 2. Provide the most current and accurate information available
- 3. Provide high quality standards of technical support
- 4. Provide the SCLC with administrative rights (not administered by an outside agent)
- 5. Perform all troubleshooting of problems
- 6. Provide the SCLC with easily available usage reports
- 7. Provide patron authentication at the vendor's site in order to allow remote access to the database
- 8. Provide onsite or online training for library employees, as needed
- 9. Provide instructions, handouts, manuals and marketing materials that enable the library to promote the product
- 10. Provide MARC records when requested
- 11. Provide competitive pricing including discounts when multiple products are purchased
- 12. Provide flexible packages to meet the library's specific needs
- 13. Provide immediate updates when changes occur in the database's coverage, features or design
- 14. Provide excellent customer service
- 15. Have a successful track record with SCLC and other large public libraries in the country
- 16. Accept the vouchering system and payment timetable of the SCLC

## **4. PROPOSAL REQUIREMENTS**

### **4.1 Proposal Forms**

In order for a proposal to be considered complete, the following should be submitted with the proposal:

- 1. Form of Proposal
- 2. Affirmative Action Mandatory Language

3. Affirmative Action Statement
4. Non-Collusion Affidavit
5. Stockholder Disclosure
6. Americans with Disabilities Act Mandatory Language
7. Disclosure of Investment Activity in Iran
8. Acknowledgement of Receipt of Addenda (if applicable)

A NJ Business Registration Certificate is required prior to award of contract.

## **5. EVALUATION, REVIEW AND SELECTION PROCESS**

### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The SCLC will either award the Contract within the applicable time period or reject all proposals.

The SCLC may extend the decision to award or reject all proposals beyond the sixty (60) calendar days and the proposals of any respondents who consent thereto may, at the request of the SCLC, be held for consideration for such longer period as may be agreed upon.

### **5.2 Rejection of Proposals**

The SCLC reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such evidence fails to satisfy the SCLC that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The SCLC reserves the right to waive any minor informality in the RFP.

### **5.3 Evaluation Process**

An evaluation team will review all proposals. The team will determine if the proposals satisfy the Proposal Requirements, determine if a proposal should be rejected and then evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. **In certain areas, multiple contracts may be awarded.**

### **5.4 Evaluation Criteria**

Listed below are the criteria that the SCLC will consider in the evaluation of each proposal. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

#### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

#### **5.4.2 Cost**

Price shall be based on rates and discounts submitted with the proposal. Prices are firm for twelve (12) months. Any services not included as part of any resulting contract scope of services must be approved and authorized by the SCLC before such work is initiated. The SCLC shall pay for such approved services, at the rate or cost agreed upon between the SCLC and contractor, provided that the respondent has provided a schedule of fees for additional services with this RFP.

#### **5.5 NOTICE OF AWARD**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The SCLC Finance Director may then send a Purchase Order/Voucher to the contractor.

**Term of the contract: One year with an option to renew for 3 additional 1-year terms.**

#### **5.6 Payment**

Payment will be made on presentation of SCLC's Purchase Order/Voucher duly signed and executed and in accordance with the payment timetable established by the SCLC.

## Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- Administrative Conditions and Requirements (Pgs. 2-7) \_\_\_\_\_
- Scope of Work (Pg. 7-8) \_\_\_\_\_
- Evaluation Process (Pg. 9) \_\_\_\_\_
- Evaluation Criteria (Pg. 10) \_\_\_\_\_
- Form of Proposal (Pgs. 12-14) \_\_\_\_\_
- Affirmative Action Mandatory Language (Pg. 15) \_\_\_\_\_
- Affirmative Action Statement (Pg. 16-17) \_\_\_\_\_
- Non-Collusion Affidavit (Pg. 18) \_\_\_\_\_
- Stockholder Disclosure (Pg. 19-21) \_\_\_\_\_
- Americans with Disabilities Act Mandatory Language (Pg. 22) \_\_\_\_\_
- Business Registration Certificate (Pg. 23) \_\_\_\_\_
- Disclosure of Investment Activities in Iran (Pg. 24) \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (Pg. 25) \_\_\_\_\_

## 6. FORM OF PROPOSAL

### 6.1 PROPOSAL COST FORM

#### TO THE SOMERSET COUNTY LIBRARY COMMISSION:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

#### PROQUEST SUBSCRIPTION ELECTRONIC DATABASES

Company Name \_\_\_\_\_

Federal I.D. or Social Security # \_\_\_\_\_

Address \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Type or Print Name \_\_\_\_\_

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

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

**Please complete the information required for the products for which you are bidding.**

**PROQUEST SUBSCRIPTION ELECTRONIC DATABASES**

Respondent is proposing to provide this service:     \_\_yes           \_\_no

If yes, respondent meets all minimum requirements:   \_\_yes           \_\_no

Please list minimum requirements not met:

Please check the databases you can provide and indicate the cost for a one-year subscription and any other costs associated with the provision of the service:

**\_\_\_ Proquest Ancestry Library**

Year 1 subscription cost \_\_\_\_\_

Year 2 subscription cost \_\_\_\_\_

Year 3 subscription cost \_\_\_\_\_

Year 4 subscription cost \_\_\_\_\_

Other costs \_\_\_\_\_

Describe other costs \_\_\_\_\_

\_\_\_\_\_

Describe other costs \_\_\_\_\_

\_\_\_\_\_

**\_\_\_ Proquest Fold3**

Year 1 subscription cost \_\_\_\_\_

Year 2 subscription cost \_\_\_\_\_

Year 3 subscription cost \_\_\_\_\_

Year 4 subscription cost \_\_\_\_\_

Other costs \_\_\_\_\_

Describe other costs \_\_\_\_\_

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Describe other costs \_\_\_\_\_

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**Proquest Historical New York Times, 1851-2017**

Year 1 subscription cost \_\_\_\_\_  
Year 2 subscription cost \_\_\_\_\_  
Year 3 subscription cost \_\_\_\_\_  
Year 4 subscription cost \_\_\_\_\_

Other costs \_\_\_\_\_

Describe other costs \_\_\_\_\_

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**Proquest Global Newsstream**

Year 1 subscription cost \_\_\_\_\_  
Year 2 subscription cost \_\_\_\_\_  
Year 3 subscription cost \_\_\_\_\_  
Year 4 subscription cost \_\_\_\_\_

Other costs \_\_\_\_\_

Describe other costs \_\_\_\_\_

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## 6.2 AFFIRMATIVE ACTION

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity of expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from the time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make attempt in good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Federal Letter of Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Affirmative Action Employee Information Report (Form AA302 – available upon request)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

**6.3 AFFIRMATIVE ACTION STATEMENT P.L. 1975, c. 127 (N.J.A.C. 17:27)**

**REQUIRED EVIDENCE**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Somerset County Library System Finance Director:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.  
**OR**
2. A Certificate of Employee Information Report Approval.  
**OR**
3. An Affirmative Action Employee Information Report (Form A.A. 302)  
**OR**
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127**

**The following questions must be answered by all bidders:**

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photo static copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photo static copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.**

**6.4 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_  
of the firm of \_\_\_\_\_,  
the bidder making the Proposal for the above named project, and that I executed the said  
proposal with full authority so to do; that said bidder has not, directly or indirectly entered  
into any agreement, participated in any collusion, or otherwise taken any action in restraint of  
free, competitive bidding in connection with the above named project; and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full  
knowledge that the SOMERSET COUNTY LIBRARY COMMISSION relies upon the truth  
of the statements contained in said Proposal and in the statements contained in this affidavit  
in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to  
solicit or secure such contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide established  
commercial or selling agencies maintained by \_\_\_\_\_  
(name of contractor)  
(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Notary public of

My Commission expires \_\_\_\_\_.

**6.5 STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_  
\_\_\_\_\_

**Organization Address:** \_\_\_\_\_  
\_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership                       Limited Partnership                       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a

10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Somerset County Library Commission** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Somerset County Library Commission** to notify the **Somerset County Library Commission** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Somerset County Library Commission** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

## 6.6 AMERICANS WITH DISABILITIES ACT

### Mandatory Language

#### Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the SCLC do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 *et seq.*), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the SCLC pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the SCLC in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the SCLC, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the SCLC'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the SCLC, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the SCLC or if the SCLC incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The SCLC shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the SCLC or any of its agents, servants, and employees, the SCLC shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the SCLC or its representatives.

It is expressly agreed and understood that any approval by the SCLC of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the SCLC pursuant to this paragraph.

It is further agreed and understood that the SCLC assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the SCLC from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## 6.7 BUSINESS REGISTRATION CERTIFICATE

### Revised Contract Language for BRC Compliance

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

6.8

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Respondent: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Respondent \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Respondent/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that SCLS is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Library to notify the Library in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Somerset County Library Commission and that the Library at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

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

## 6.9 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_

**Signature required only if addenda issued.**