

**SOMERSET COUNTY LIBRARY COMMISSION
NOTICE TO BIDDERS**

Sealed bids will be received by the Finance Director for the Somerset County Library Commission on September 15, 2021 at 1:00 PM at the Bridgewater branch of the Somerset County Library System of New Jersey, 1 Vogt Drive, Bridgewater, NJ 08807 at which time and place bids will be opened and read in public for:

1. Automated materials handling system

Proposals must be made on the standard proposal form and be enclosed in a sealed package.

Specifications and instructions to bidders may be obtained in the Administrative Office of the Library or the library website at <http://www.sclsnj.org> *

* All Bid Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall 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 18, 2021

1. SUBMISSION OF BIDS

- 1.1. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- 1.2. Each bid shall be submitted on the proposal form attached, in a sealed envelope
 - 1.2.1. addressed to the Finance Director
 - 1.2.2. bearing the name and address of the bidder on the outside
 - 1.2.3. clearly marked "BID" with the name of the item(s) being bid. Provide One (1) Original & One (1) copy of the bid.
- 1.3. It is the bidder's responsibility to see that bids are presented to the Finance Director on the hour and at the place designated. Bids may be hand delivered or mailed. However, The Library disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in 1.2 above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.
- 1.4. The Library reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- 1.5. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. BID SECURITY

- 2.1. The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:
 - 2.1.1. **Bid Guarantee**
Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to The Library.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to The Library.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.
 - 2.1.2. **Consent of Surety**
Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to The Library stating that it will provide said bidder with a Performance Bond in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

2.1.3. **Performance Bond**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

3. QUOTATIONS, BIDS AND FORMS

3.1.

3.1.1. The Somerset County Library Commission is exempt from any local, state or federal sales, use or excise tax. Somerset County Library will not pay service charges such as interest and late fees.

3.1.2. The Somerset County Library Commission will not complete credit applications as a result of contract(s) resulting from an award based on these specifications.

3.2. Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

3.3. Failure to sign and give all information in the bid may result in the bid being rejected.

3.4. Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The Library has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. *NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.*

3.5. Insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by The Library. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered.

3.6. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

3.7. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECKLIST PAGE.*

3.8. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

3.9. Bidders shall not write in margins or alter the official content or requirements of The Library bid documents.

4. INTERPRETATIONS AND ADDENDA

- 4.1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by The Library. The bidder accepts the obligation to become familiar with these specifications.
- 4.2. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Finance Director. In the event the bidder fails to notify The Library of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- 4.3. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Finance Director. In order to be given consideration, written requests for interpretation must be received at least three (3) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Library's interpretations or corrections thereof shall be final.
- 4.4.
 - 4.4.1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 4.4.2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by The Library of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

- 5.1. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.
- 5.2. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- 5.3. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Library reserves the right to evaluate the equivalency of a product which in its deliberations meets its requirements.
- 5.4. The contractor shall hold and save harmless The Library, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

- 5.5. Wherever practical and economical to The Library, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. **AWARD OF BID**

- 6.1. The Library reserves the right to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of The Library to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- 6.2. The Library further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of The Library. Without limiting the generality of the foregoing, The Library reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- 6.3. The Library reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- 6.4. Should the bidder to whom the contract is awarded fail to enter into a contract, The Library may then, at its option, accept the bid of the next lowest responsible bidder.
- 6.5. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, The Library reserves the right to cancel this contract.
- 6.6. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

7. **STATUTORY AND OTHER REQUIREMENTS**

7.1. **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.

7.2. **New Jersey Prevailing Wage Act** (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The

contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

7.3. **The Public Works Contractor Registration Act** (When Applicable)

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34:11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration

7.4. **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.

7.4.1. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

- A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- A photocopy of their State Certificate of Employee Information Report, or
- A photocopy of completed Affirmative Action Employee Information Report AA302 (available online at www.state.nj.us/treasury/contract_compliance)

7.4.2. Construction Contracts

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201– available online at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

7.5. 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.

7.6. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

7.7. N.J. Business Registration Certificate

A N.J. Business Registration Certificate is required prior to award of contract, pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

7.8. Disclosure of Investment Activities in Iran

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

7.9. Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 eq seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS), aka Hazardous Substance Fact Sheets, must be furnished.

7.10. Statement of Ownership Disclosure

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to The Library a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class, or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the

business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

7.11. **“Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- If you have any questions please contact ELEC at 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

7.12. **HIPPA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPPA”) as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold The Library harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

8. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

9. 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

finances, 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.

9.1. Insurance Requirements

9.1.1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

9.1.2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 for any one incident and \$1,000,000.00 aggregate for general liability, and shall be maintained in force during the life of the contract.

9.1.3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

9.2. Certificates of the Required Insurance Yes No

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

9.3. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

Somerset County Library Commission will not accept Mutual Limitation of Liability terms.

10. PAYMENT

Payment will be made after a properly executed County Library voucher has been received and formally approved on the voucher list by the County Library Commission at its subsequent regular meeting. The voucher will be certified correct by the branch director/department head who received the goods or services.

11. 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.

11.1. DEFAULT

Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by The Library. The Library may terminate the contract upon thirty (30) days written notice to the Contractor. The Library shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

11.2. UNCONDITIONAL TERMINATION FOR CONVENIENCE

The Library may terminate the resultant contact for convenience by providing sixty (60) calendar days advance notice to the contractor.

11.3. TERMINATION FOR DEFAULT

If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after The Library has determined the Contractor has failed to remedy the problem after being forewarned.

11.4. TERMINATION BY THE LIBRARY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, The Library may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, The Library shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

12. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless The Library, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

13. ADDITIONS/DELETIONS OF SERVICE

The Library reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

14. CHALLENGE OF SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

15. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

16. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds are to be used to pay only for goods delivered or services rendered. Somerset County Library will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of The Library to pay additional fees.

17. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB County Library locations. No price escalation. The vendor shall void the contract and permit the Library to solicit open market pricing should any price increase or surcharge be imposed.

18. W-9

Successful bidder/respondent shall complete W-9 Form and submit to the Finance Director prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

19. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if The Library opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, The Library may solicit the goods and/or services from any bidder on this contract.

20. 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. All information supplied to the SCLC may be required to be supplied on storage media compatible with standard operating systems and file formats.

SCOPE OF WORK

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

I. Automated materials handling system

A. The SCLC requires an automated materials handling system to be supplied and installed at the Montgomery branch library location (as specified in I.C below). Vendor is expected to provide the following:

1. An automated materials handling (AMH) system that includes the following general features:
 - Two (2) touch-free patron induction points – one (1) inside the branch, one (1) on an exterior wall (see figure 1 below).
 - One (1) touch-free staff induction point.
 - Seven (7) sorting locations, with seven (7) bins for materials sorting.
 - A primary design element that automatically separates multi-item stacks into single items that are ready for check-in and sorting.
 - Detection of standard 14-digit codabar library barcodes as item identifiers. (SCLSNJ does NOT use RFID.)
 - Compatibility with the library's hosted CARL.X ILS, currently version 9.6.8.
2. On-site delivery and installation by May 2022, along with live training for library staff.
3. Ongoing support and maintenance for all proposed equipment.
4. Accept the vouchering system and payment timetable of the SCLC.

B. System Specifications

Vendors must provide pricing for a system that meets all of the following specifications. Vendors must include information in the bid response to indicate how the proposed system meets each of the specifications listed.

1. General
 - a) The proposed system must greatly speed up turnaround time of library returns while reducing staff workload, with a minimum sorting capability of 2,400 items/hour.
 - b) The working noise level of the proposed system should be no louder than 60 dB.
 - c) The proposed system must support standard 14-digit codabar library barcodes as item identifiers. (SCLSNJ does NOT use RFID.)
 - d) The proposed system must comply with ADA guideline 4.15.4 for wheelchair clearance and ADA guideline 4.34.3 for reach range standards.
 - e) The proposed system must be modular, allowing for more sort modules and bins to be added, or for the system to be relocated and repurposed, as needed.
 - f) The proposed system and bins must fit within the specified space (see figure 1). Provide specifications and diagrammatic views of the sorting system, including power and data requirements, with the bid response.
2. Multi-Item Induction
 - a) The proposed system must allow patrons to induct handful-sized stacks of multiple items simultaneously in any orientation.

- b) The proposed system must handle multi-item patron induction at each of two (2) induction points: one inside the branch, and one on an exterior wall.
- c) The proposed system must allow library staff to induct handful-sized stacks of multiple items simultaneously in any orientation.
- d) The proposed system must handle multi-item staff induction at at least one (1) induction point.
- e) The proposed system must include a primary design element that automatically separates multi-item stacks into single items that are ready for system handling.

3. Touch-Free Induction

- a) The proposed system must allow patrons to induct items without direction from any electronic user interface or lighted indicator. It must not require patrons to use a computer or software interface in order to induct items.
- b) The proposed system must not require library staff to use a computer or software interface in order to induct items.

4. ILS Integration

- a) The proposed system must support SIP2 and NCIP ILS protocols.
- b) The proposed system and all components must be entirely compatible with the library's hosted CARL.X ILS, currently version 9.6.8.
- c) The proposed system must be able to connect through the library's local area network via an Ethernet connection and/or secured wireless network.
- d) Upon detection of the item barcode, the proposed system must immediately check in items, communicating in real time with the ILS via SIP2.
- e) The proposed system must offer a 99% or better check-in accuracy rate.
- f) The proposed system must allow for backdating of checked-in items.
- g) The proposed system must be able to accept items when communication with the ILS is not available.
- h) The proposed system must trap holds, updating the patron's record accordingly, and sorting them for staff handling.
- i) The proposed system must print hold slips for each item on hold as it is accepted into the system. If hold slips are generated by the AMH, they must be configurable to match hold slips generated directly by the ILS.

5. Sorting

- a) The proposed system must include seven (7) sorting locations.
- b) The proposed system must sort returned items into designated bins according to ILS data and library configuration.
- c) The proposed system's settings and sorting configuration must be easily changeable by library staff in the midst of day-to-day operations (without contacting the vendor), in order to accommodate different sorting situations and scenarios.
- d) The proposed system must offer a 99% or better sorting accuracy rate.
- e) The proposed system must convey, check in, and sort paperback books and magazines without issue.
- f) The proposed system must accept items that have missing or damaged barcodes, or are otherwise unrecognizable to the ILS, detect their presence on the conveyance, and convey them to the library-designated exceptions bin.

- g) The proposed system's sort locations must accommodate interchangeable use of bins and/or totes.
- h) The proposed system must monitor and display, in real time, conveyor and bin status, including visual alerts for any conveyor issues and for full bins.

6. Safety

- a) The proposed system must provide a machine-mounted fire suppression component that completely contains and extinguishes an incident at the exterior induction point.
- b) The proposed system must include emergency stop buttons mounted where machine library staff are typically present, with no more than a five (5) foot maximum reach range between emergency stops in areas where library staff are typically present.
- c) The proposed system must specify bins that maneuver easily and are ergonomically correct for unloading. The cost of standard, spring-loaded bins must be included in the bid response; powered bins may be proposed as an alternate (see section II, Alternate A).

7. System Administration

- a) The proposed system must be operational 24/7/365 with minimal staff intervention.
- b) The proposed system must not require a dedicated person to operate the system. Library responsibilities for operation should be limited to emptying bins, adjusting sorter settings based on scenario, and periodic cleaning and light adjustments to the system.
- c) The proposed system must provide robust reporting. Authorized staff must be able to generate reports for the proposed system without having to contact the vendor.
- d) The proposed system must provide remote access for reporting capabilities, monitoring system functionalities and alerts, and customization of the overall system.

8. Installation

- a) The vendor must include costs for shipping, delivery, and on-site installation (see section C below for location information).
- b) The vendor must include costs for on-site training of up to twenty (20) library staff members.
- c) The vendor must provide a sample timeline for delivery, installation, and training with the bid response, using April 1, 2022 as the building occupancy date (actual date yet to be determined).

9. Maintenance and Support

- a) The vendor must provide an initial 12-month, 100% money-back performance guarantee on the entire proposed system.
- b) The vendor must provide an annual support plan for ongoing preventive maintenance and support.
- c) The vendor must provide procedures for getting assistance with the proposed system during business hours and non-business hours.
- d) The vendor must provide a service-level agreement detailing the benchmark response and resolution time for both remote and onsite support.
- e) The cost of the proposed system must include all future software upgrades and updates.

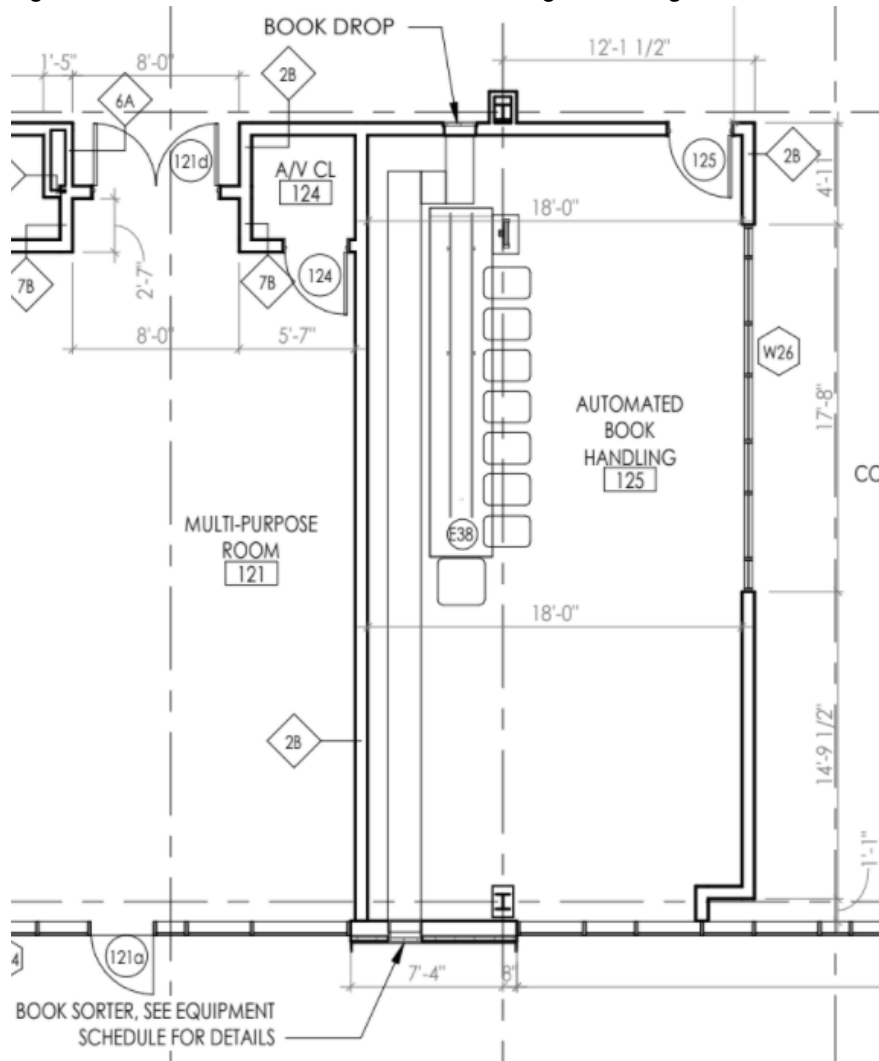
C. Installation Location

The system will be installed at the Montgomery branch of the Somerset County Library System of New Jersey, in Montgomery Township, located at 100 Headquarters Park Drive, Skillman, NJ 08558. The branch is currently under construction as part of a new municipal complex for the township, with occupancy expected in early Q2 2022.

The library portion of the building is 21,500 square feet, and a room is being built to house the automated materials handling (AMH) system, as seen in figure 1. A 60 amp circuit will be supplied in order to power the AMH.

The location does not have a loading dock – shipping carriers must deliver the system at ground-level.

Figure 1: MONTGM Automated Book Handling room diagram



[Download a .drw file of the space](#)

II. Alternate A: Powered bins

Vendors may include the pricing for the following as a bid alternate:

- A. Per item cost for powered bins, with the following specifications:
 - 1. Powered bins must include floors that automatically adjust based on the volume of materials to keep items at the top of the bin to preserve staff ergonomics and prevent items from falling more than a few inches upon induction into the bin.
 - 2. Powered bins must have an integrated battery to preserve automated floor feature throughout transit, even when away from the AMH system.
 - 3. Powered bins must have a single brake mechanism that locks both rear wheels simultaneously.
 - 4. Powered bins must roll easily with a 360-degree turning radius and be ergonomically correct for unloading.

**SOMERSET COUNTY LIBRARY COMMISSION
 BID DOCUMENT CHECKLIST**

Required

**Read, Signed & Submitted
 Bidder's Initial**

A. FAILURE TO SUBMIT THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID

- Statement of Ownership Disclosure _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Required Evidence EEO/Affirmative Action Regulations Questionnaire _____
- Non-Collusion Affidavit _____
- Bid Guarantee (bid bond or certified/cashier's check, with Power of Attorney for full amount) _____
- Consent of Surety (Certificate from Surety company) _____
- Surety Disclosure Statement and Certification _____
- Performance Bond _____
- Maintenance Bond _____
- Disclosure of Investment Activities in Iran _____

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE

- Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors
(Prior to Award, but effective at time of bid) _____
- License(s) or Certification(s) Required by the Specifications. **Submit documents with bid response.** _____
- Other: CD with PDF of Bid response and Excel spreadsheet "Bid Table" (ref page 1) _____

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
 "SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"**

- Business Registration Certificate - Bidder must possess a certificate at time of bid opening _____
- Business Registration Certificate – Designated Subcontractor(s) _____

C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID MAY BE CAUSE FOR REJECTION

- Catalog/Price List _____
- Product Samples _____
- Certification of Available Equipment _____
- Authorization for Background Check _____
- Three (3) references for similar projects _____

D. READ ONLY

- Americans With Disability Act of 1990 Language _____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

 Name of Bidder

 Date

 Signature of Authorized Representative

 Print Name & Title

**SOMERSET COUNTY LIBRARY COMMISSION
BID PROPOSAL FORM/SIGNATURE PAGE**

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 bid and agrees, if this bid is accepted, to furnish and deliver the below goods/service pursuant to the bid specification and made part hereof:

AUTOMATED MATERIALS HANDLING SYSTEM

YEAR 1 COSTS			
Please complete the table below with pricing information. Prices should be F.O.B. destination, and include training, installation, and any other items necessary for complete system operation.			
Product	Quantity	Unit Price	Extended Price
Software:			
Hardware:			
Hardware: Fire suppression (see Scope section I.B.6(a))			
Shipping:			
Installation:			
Training:			
Other:			
Warranty, Support, and Maintenance (year 1)			
TOTAL YEAR 1 SYSTEM COST:			

ANNUAL MAINTENANCE COSTS
Please provide annual maintenance costs for the system quoted above after the first year warranty. Please separately attach a narrative describing the anticipated maintenance costs increases for the subsequent 4 years.
Year 2

ALTERNATE A
Powered bins (each)

Please be sure to include all required documents from the Bid Document Checklist (p. 18), as well as the following specific items from the Scope of Work (p. 13-17):

- Section I.B - Information that indicates how the proposed system meets each of the specifications listed in the Scope of Work
- Section I.B.1(f) - Specifications and diagrammatic views of the proposed sorting system, including power and data requirements
- Section I.B.8(c) - Sample timeline for delivery, installation, and training
- Section I.B.9(d) - Service level agreement for remote and on-site support

The undersigned is a _____ (Corporation)
_____ (Partnership) under the laws of the State of _____ having its
_____ (Individual)
Principal office at _____

Company Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address

Fax Number

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 _____.

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. *Please 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 non-corporate 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. *Please 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 Somerset County Library Commission, permitting the Somerset County Library Commission to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)

Title

Signature

Date

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.

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.**

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 thereunto, 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.

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 contacting 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.

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: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned respondent hereby acknowledges receipt of the following

Addenda:

Addendum Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Signature required only if addenda issued.