



**SOMERSET COUNTY LIBRARY SYSTEM**  
One Vogt Drive  
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www.sclsnj.org

Brian K.  
Auger  
Director

## **NOTICE TO BIDDERS**

Sealed bids will be received by the Finance Director for the Somerset County Library Commission at **1:00 PM prevailing time, Tuesday, March 23, 2021** in the Evelyn Silverstein Room of the Somerset County/Bridgewater Library, 1 Vogt Dr., Bridgewater, NJ 08807 at which time and place bids will be opened and read in public for:

**Lease and service of (11) new or remanufactured color multifunction units combined of Scan, Print, Fax and Copy equipment including *existing changer service*.**

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 from the library website at <http://www.sclsnj.org/rfps> \*

\* 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 and N.J.A.C. 17-27.**

Brian Morgan  
Finance Director  
February 16, 2021

**SOMERSET COUNTY LIBRARY COMMISSION  
GENERAL INSTRUCTIONS**

**1. SUBMISSION OF BIDS**

- A. 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.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope  
(1) addressed to the Finance Director  
(2) bearing the name and address of the bidder on the outside  
(3) clearly marked "COPIER BID" . Provide One (1) Original & One (1) copy of the bid.
- C. 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 B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be dated, marked as received late, and placed unopened in the bid file.
- D. 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.
- E. 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.
- F. By submitting a Bid, the vendor represents that:  
1) Vendor has read and understands the Notice to Bidders and submits the bid in accordance therewith.  
2) The vendor possesses the capabilities, hardware, and personnel necessary to provide efficient and successful installation of all copiers and ensures continued maintenance.

**2. BID SECURITY**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A.  **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.

B.  **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.

C.  **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**

A. (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.

(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.

B. 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.

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

D. 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.*

E. 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.

F. At any time prior to the hour and date set for submitting Bids, a bidder may withdraw the Bid upon presenting identification demonstrating representation of the company of the bid to be withdrawn. This will not preclude the submission of another Bid prior to the hour and date set for submission of bids.

After the scheduled time and date for submitting Bids, no bidder will be permitted to withdraw the Bid unless the award is delayed for a period exceeding 60 days.

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

4. **INTERPRETATIONS AND ADDENDA**

A. 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.

B. 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.

C. 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 ten (10) 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.

D. 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.

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**

A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

B. 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.

C. 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.

D. 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 uncopyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

E. 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**

A. 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.

B. 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 authority's 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.

C. The Library reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

D. 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.

E. The intent of the Library is to enter into a 5 year contract. Award of contract will be made at the first Library Commission meeting after the bid opening, tentatively scheduled for April 7, 2021. **Installation of equipment should occur between April 19-23, 2021.**

F. 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.  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/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

**8. ☐ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

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 sub-contractors 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/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**9. NON-COLLUSION AFFIDAVIT**

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

**10. NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment ,upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

*A. Procurement, Professional and Service Contracts*

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

- (1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
- (2) A photocopy of their State Certificate of Employee Information Report, or
- (3) A photocopy of completed Affirmative Action Employee Information Report: AA302- Available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

**B. Construction Contracts**

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

**12. 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.

**13. STATEMENT OF CORPORATE OWNERSHIP**

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 noncorporate 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.

**14. 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.

**15. 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 owner 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 be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner 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 owner 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 certificates of such insurance shall be provided with the owner named as additional insured.

**A. Insurance Requirements**

**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. 1 2:235-1.6. Minimum Employer's Liability \$1,000,000.00.

**General Liability Insurance**

This insurance shall have 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 aggregate for property damage, and shall be maintained in force during the life of the contract.

**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.

**B. 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.

**C. 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.

**16. 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.

**17. TERMINATION**

**A. DEFAULT**

The Library reserves the right to cancel the service portion of this contract at any time the vendor’s performance is, in the opinion of the Library deemed unsatisfactory. In such event, however, the Library shall give written notice of the unsatisfactory performance and expected remedies for same. 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. The vendor shall be given at least thirty (30) days termination notice if conditions do not meet the Library’s approval.

The Library shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination, less any liquidated damages that may be assessed for nonperformance.

**B. 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.

**18. 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.

**19. 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.

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

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

**22. 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 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.

**23. OWNERSHIP OF MATERIAL**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner 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 owner 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 owner, 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 owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner 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 them available to third parties, without the prior written consent of the Owner. All information supplied to the Owner may be required to be supplied on a portable media device compatible with the Owner's computer operating system

**24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"**

New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts and conflicts of interest. Please consult the statute for further information.

**25. N.J. BUSINESS REGISTRATION PROGRAM**

Certificate required 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 the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)**

- (1) 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.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.
- (3) 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](http://www.elec.state.nj.us).
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

**27. 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.

**28. 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.

**29. 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.

**30. 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](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**31. HIPPA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe 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.

**32. 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.

**33. 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.

**34. EXCUSABLE NON-PERFORMANCE**

The vendor will use its best effort to provide satisfactory and uninterrupted service as described in the bid. The vendor will not be responsible or in default for any failure of service arising from an act of God, civil riot, war, restrictions imposed by governmental authorities, or other causes determined by the Library to be beyond the vendor's control.

**35. EMPLOYEES**

All workers performing services shall be employees of Contractor and shall not under any circumstances be considered employees of the Somerset County Library Commission. Contractor shall provide and be responsible for all required services and benefits with respect to its employees, including but not limited to worker's compensation and unemployment insurance.

### **36. FACILITY SECURITY**

In order to maintain facility security, Contractor agrees that it shall not assign any employee to perform services at the Somerset County Library System without prior notification.

No employee with a Criminal Record shall be assigned to work at Somerset County Library System without the prior express written permission of a duly authorized signatory of the Library.

For purposes of this section, "Criminal Record" shall not include (i) any arrest or detention not resulting in a criminal conviction; (ii) a first conviction for misdemeanor drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace; or (iii) any misdemeanor conviction more than five (5) years after the conviction or the employee's release from detention, whichever is later, unless the employee has been convicted of any other offense within five (5) years of the date of inquiry.

## **SPECIFICATIONS**

The Library is soliciting Bids to furnish all equipment and service required to provide and maintain walk-up digital photocopier services in designated branches of the Somerset County Library System, addresses available at <https://sclsnj.org/about/branch-locations/>. Copier operation should be simple and intuitive for multiple one-time users typically found at public libraries.

The service provider shall be responsible for all costs associated with any contract resulting from this Bid. The service provider shall be fully responsible for the total copier and coin-op service including service, repair, maintenance, and parts. Coin ops are ACDI ex2000 units.

It is required by the Library that the successful service provider provide all new *or* remanufactured energy efficient, digital, network ready multi-function print devices. The successful vendor should offer a full range of copiers and features to meet the needs of the library with the minimum specifications provided.

If the materials or services you intend to Bid do not comply with the specifications as they are written, you are instructed to attach to your Bid a complete itemization and explanation for each deviation or variation to the specifications. The Library will, at its discretion, consider or deny any deviation and award the contract based on the service that best meets the Library's needs. The Bidder shall not purposely bid service of a lesser quality than specified. (see minimum equipment requirements on pages 11-12.)

### **Manufacturer's Certification**

If the vendor is someone other than the actual manufacturer of the equipment, the following must be included as part of the vendor's Bid:

The Manufacturer certifies that the vendor is an authorized Dealer or Distributor for the specified equipment.

## **Terms and Conditions**

### **A. MACHINE PERFORMANCE**

All equipment furnished under this contract shall be required to operate satisfactorily and produce acceptable copy quality at a 95% effectiveness level during any month within the performance period. The copier failure rate shall not average more than 2 breakdowns requiring vendor corrections per month.

Equipment which develops a trend of requiring excessive number of service calls shall be reported to the Finance Director for review of compliance with this provision. The Library may request a service report on any and all equipment the Library determines is experiencing excessive down time. If the Library determines the equipment fails to meet the up-time requirements, the vendor shall replace the equipment with a like machine within 5 working days after notification by the Finance Director. Such replacement of equipment shall be without additional cost to the Library.

### **B. UPGRADES AND RETROFITS**

The Library anticipates there may be a need to upgrade or downgrade equipment to meet the changing needs for service levels and features. As equipment becomes networked volumes may increase on certain pieces of equipment creating a need to provide higher volume equipment in order to accommodate the increased volume and maintain an appropriate level of service. Please include information on how a model upgrade or equipment replacement would be handled.

## **Requirements/Response Form**

### **Minimum Equipment Requirements:**

#### **Full color - Multi-functional copier/scan/print/fax**

- Auto Reversing Document Feeder -50 sheets
- Auto Duplex
- 2 x 250 Sheet Paper Tray – adjustable paper size up to 11x 17
- 100 Sheet Bypass Tray – adjustable paper size up to 12 x 23.62
- Fax Board
- Cabinet – with paper storage
- Up to 256 g/m paper weight
- First Copy Out Time (FCOT) – Full color – 9.2 seconds
- FCOT – black and white – 6.4 seconds
- Auto zoom from 25-400% in 1 % increments

- Max print resolution of 1200 x 1200 dpi
- Scan speed up to 44 ipm in B/W or Full color
- Minimum 160 gig hard drive
- Scan speed up to 44 ipm in B/W or Full color

**List of Somerset County Library System Branch Libraries for Installations:**

Copier	Machines with Changers
Location	
Bridgewater Library (2 machines)	2
Manville Library	1
Mary Jacobs Library	1
Hillsborough Library	1
Somerville Library (2 machines)	1
Warren Township Library (2 machines)	1
Bound Brook Library	1
North Plainfield Library	1

The library system also includes the Peapack & Gladstone Library, and the Watchung Library. Machines for those locations are not requested at this time.

**General Operating Requirements**

1. All copiers must be digital, network ready print devices. Please provide a detailed overview of the IT capabilities your company offers. Include position descriptions for staff assigned to implementations of this scale, installation plans, IT requirements, and any other relevant information.
2. The supplier will train all end-users promptly and thoroughly. Additional training will be provided upon request in a timely manner. Describe the process for this training and the staff responsible.

3. Each machine will be tagged with an ID number and the telephone numbers to call for service and supplies. Provide a sample.
4. Maintenance and repair service for equipment installed under this agreement must be available by a dedicated service technician during normal working hours, 8:00 AM – 5:00 PM, Monday through Friday, except Holidays. **All service calls must be responded to within four to six (4-6) business hours by a dedicated technician.** This requires that a certified technician has examined the machine on site and attempted to repair the machine. If additional parts are required, these parts should be available for overnight delivery allowing for installation on the following day.
5. Provide technical specifications, marketing materials, and at least five (5) samples to be produced by the exact model copiers included in your Bid.
  - All copiers must be factory new or newly refurbished with **manufacturer discontinuation date no earlier than January 2020.** All parts and subsystems must also be new and not refurbished or used in any way to have new parts assured available until at least January, 2027. **Provide proper letter showing period of assured parts availability from the manufacturer.**

### **PRICING BID**

Provide pricing for the equipment Bid. Follow the pricing specifications outlined below:

- A. Prices must be submitted based on a **five (5) year contract** with a \$1.00 Buyout lease option.
- B. Include within that price any and all required installation and transportation costs, *including* the return of the current equipment to the leasing company. Pricing must be determined on a monthly basis.
- C. Service and Supplies pricing must be determined using a fixed, monthly cost-per-copy base for the fleet as a whole, **(15,000 b/w and 2,500 color prints per month)** inclusive of equipment, required supplies, service, software, transportation and any other associated costs. Somerset County Library Commission will supply all paper; do not include paper in the cost Bid.
- D. Overages if any are to be calculated and billed quarterly.
- E. Equipment may be added to the contract during the 5 year agreement. The Library would like to maintain a co-terminus agreement for all machines, including those added as necessary.

### **Vendor Profile**

1. Provide 3 references of similar size from the Government Sector.
2. Provide a brief statement of your company's philosophy.
3. Provide length of time you have been in business under this name.
4. Provide ratio of technicians to equipment in the field for your New Jersey customers.

***EXCEPTIONS:***  
***(IF NONE, SO STATE)***

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**SOMERSET COUNTY LIBRARY COMMISSION  
BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
<b>A.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</u></b>	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input type="checkbox"/>	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	_____
<input type="checkbox"/>	Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/>	Surety Disclosure Statement and Certification	_____
<input type="checkbox"/>	Performance Bond	_____
<input type="checkbox"/>	Maintenance Bond	_____
<input type="checkbox"/>	Other:	_____
<b>B.</b>	<b>REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<b>B. 1</b>	<b><u>SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE</u></b>	
<input type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors <b>(Prior to Award, but effective at time of bid)</b>	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications. <b>Submit documents with bid response.</b>	_____
<input type="checkbox"/>	Other: CD with PDF of Bid response and Excel spreadsheet "Bid Table" <b>(ref page 1)</b>	_____
<b>B.2</b>	<b>MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE "SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"</b>	
<input checked="" type="checkbox"/>	Business Registration Certificate - Bidder must possess a certificate at time of bid opening	_____
<input type="checkbox"/>	Business Registration Certificate – Designated Subcontractor(s)	_____
<b>C.</b>	<b><u>FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID <u>MAY</u> BE CAUSE FOR REJECTION</u></b>	
<input type="checkbox"/>	Catalog/Price List	_____
<input checked="" type="checkbox"/>	Product Samples	_____
<input type="checkbox"/>	Certification of Available Equipment	_____
<input type="checkbox"/>	Authorization for Background Check	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<b>D.</b>	<b><u>READ ONLY</u></b>	
<input checked="" type="checkbox"/>	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: \_\_\_\_\_

By Authorized Representative:

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

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 Specifications within, that he/she has determined the conditions affecting the bid are acceptable and agrees, if this bid is accepted, to furnish and deliver the below goods/service pursuant to the bid specification and made part hereof:

**Lease of (11) color multifunction units combined of Scan, Print, Fax and Copy equipment, and service for (11) color multifunction units and (8) ACDI ex2000 Coin-Op units with multi-line pricing with coin and bill changers.**

Total *monthly leasing cost* in numbers including shipping (5 year lease):  
\_\_\_\_\_

Total *monthly service cost* in numbers including shipping costs based on anticipated fleet copy volume of **15,000 Black and White** impressions: \_\_\_\_\_

Total *monthly service cost* in numbers including shipping costs based on anticipated fleet copy volume of **2,500 color** impressions: \_\_\_\_\_

**Total monthly service cost** in numbers (color + B &W): \$ \_\_\_\_\_

Total monthly **bid (lease + service)** in numbers: \$ \_\_\_\_\_

Total monthly **bid (lease + service)** in words: \_\_\_\_\_

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

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**SOMERSET COUNTY LIBRARY COMMISSION  
STOCKHOLDER DISCLOSURE CERTIFICATION  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER TO SUBMIT THE REQUIRED  
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Legal Name of Bidder Business:** \_\_\_\_\_

**Check which business entity applies:**

- Partnership  Corporation  Sole Proprietorship
- Limited Partnership  Limited Liability Partnership  Limited Liability Corporation
- Subchapter S Corporation  Other

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

DRIVE ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes  No

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

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

Printed Name and Title: \_\_\_\_\_

**SOMERSET COUNTY LIBRARY COMMISSION  
NON-COLLUSION AFFIDAVIT**

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

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this 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 employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

Signature

(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

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

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to The Library and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review The Library files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to The Library, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to The Library and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?      Yes    No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Library as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval? Yes    No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Library. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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 or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**SOMERSET COUNTY LIBRARY COMMISSION  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**SOMERSET COUNTY LIBRARY COMMISSION**

**October 20, 2004**

**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.

**SOMERSET COUNTY LIBRARY COMMISSION**

THESE ARE **SAMPLES** OF THE ONLY ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)


TRADE NAME: **CLIENT REGISTRATION**

SEQUENCE NUMBER: **0107530**

ISSUANCE DATE: **07/14/04**

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

  
**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
**20041014112823533**

**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: \_\_\_\_\_



**SOMERSET COUNTY LIBRARY COMMISSION**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name  
: \_\_\_\_\_  
(Print or Type)

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**