



**SOMERSET COUNTY LIBRARY SYSTEM OF NEW JERSEY**  
One Vogt Drive, P.O. Box 6700, Bridgewater, NJ 08807  
T: 908.458.8400 F: 908.707.8324  
Visit [SCLSNJ.org](http://SCLSNJ.org)

**SOMERSET COUNTY LIBRARY COMMISSION  
NOTICE OF RFP FOR PERIODICALS**

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

Sealed RFP responses will be received by Brian Morgan, Finance Director, on June 12, 2019 at 2:30 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 responses will be opened for:

**1. FIRM, FIXED RATE PROVISION OF PRINT MAGAZINES AND NEWSPAPERS**

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

Somerset County/Bridgewater Library  
1 Vogt Drive  
Bridgewater, NJ 08807

or on the SOMERSET COUNTY LIBRARY SYSTEM website at <http://www.sclsnj.org/>

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

Brian Morgan, Finance Director  
May 21, 2019

## 1. INTRODUCTION

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

## 2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

### 2.1. Schedule

The dates established for the procurement are:

Release of RFP	May 21, 2019
Proposal Due Date	June 12, 2019
Evaluation	late June 2019
Governing Body Action	Wednesday, July 10, 2019 at 7 p.m.

### 2.2. Proposal Submission Information

Submission Date and Time:

**June 12, 2019**

**One (1) Original & One (1) copy.**

Submission Office:

Brian Morgan, Finance Director  
Somerset County Library System of New Jersey  
1 Vogt Drive  
P.O. Box 6700  
Bridgewater, NJ 08807

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

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

### **2.3. SCLC Representatives for this Solicitation**

Please direct all questions no later than June 5, 2019 in writing to:

Brian Morgan  
Fax: (908) 707-8324  
Email: [bmorgan@sclibnj.org](mailto:bmorgan@sclibnj.org)

### **2.4. Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP and all interpretations and clarifications considered necessary by the SCLC representative in response to such comments and questions will be issued by Addenda posted to the [SCLSNJ.org](http://SCLSNJ.org) under Requests for Proposals. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

### **2.5. Estimates of Quantities**

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

### **2.6. Cost Liability and Additional Costs**

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

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

## **2.7. Statutory and Other Requirements**

### **2.7.1. Compliance with Laws**

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

### **2.7.2. Mandatory EEO/Affirmative Action Compliance**

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

### **2.7.3. Americans with Disabilities Act of 1990**

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

### **2.7.4. Stockholder Disclosure**

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

### **2.7.5. Non-Collusion Affidavit**

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

### **2.7.6. New Jersey Business Registration Certificate**

A New Jersey Business Registration Certificate is required at the time of proposal submission, pursuant to P.L. 2004, C.57; failure to be registered by time of proposal submission 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>

#### **2.7.7. “Pay to Play” Notice of Disclosure Requirement**

Pursuant to P.L. 2005, C.271 section 3 (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 30th 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 888-313-ELEC (3532) (toll free in New Jersey), or 609-292-8700.

#### **2.7.8. Insurance and Indemnification**

1. Insurance Requirements: Workers Compensation and Employer’s Liability Insurance shall be maintained in full force during the life of this contract by the Respondent 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.
2. Certificates of the Required Insurance: Certificates as listed above shall be submitted along with the contract as evidence covering Workers Compensation and Employer’s Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis to the State of New Jersey.

The Respondent shall provide the SCLC with a Certificate of Insurance naming the SCLC as an additional insured, evidencing the existence of require insurance prior to the commission of work.

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

SCLC will not accept Mutual Limitation of Liability terms.

3. Indemnification: The successful Respondent shall indemnify and hold harmless the SCLC from all claims, suits or actions, and damages or costs of every name and description to which the SCLC may be subjected

or put by reason of injury to the personal property of another, or the property of the SCLC, resulting from negligent acts or omissions on the part of the Respondent, the Respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

#### **2.7.9. 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 Respondent 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 Respondent, by execution of the contract, shall thereby indemnify and hold the SCLC harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the Respondent to comply with the requirements of HIPPA or any other statute or case law protecting the privacy of persons using its services.

#### **2.7.10. 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.

#### **2.8. Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the SCLC opts to extend terms and conditions of this RFP, the Respondent agrees to extend the terms and conditions of this RFP, 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 successful Respondent cannot meet this requirement, the SCLC may solicit goods and/or services from any Respondent on this contract.

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

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. <<However, vendors may

respond to more than one service but must list each service separately on the proposal cost form and must state their relevant qualifications for each service.>>

**2.10. Partial Award**

The Library reserves the right to award contracts for all or part of the services.

**2.11. Failure to Enter Contract**

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

**2.12. Commencement of Work**

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

**2.13. Termination of Contract**

If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if the Respondent violates any requirements of the Contract, the SCLC shall thereupon have the right to terminate the Contract by giving written notice to the Respondent 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 Respondent of any sum or sums set forth in the Contract.

The Respondent 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 Respondent, the SCLC may procure the articles or services from other sources and hold the Respondent responsible for any excess cost occasioned thereby.

**2.14. Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the SCLC is conditioned upon SCLC funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of any services performed by the Respondent hereunder, whether in whole or in part, the SCLC at the end of any fiscal year may terminate such services. The SCLC will notify the Respondent 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 SCLC to terminate this agreement during the term, or any service hereunder, merely to acquire identical services from another party.

**2.15. Force Majeure**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in the terms or provisions of this agreement if the fulfillment of any term or provision of this agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this agreement shall become voidable by the SCLC by notice to each party.

**2.16.** The SCLC and the Respondent each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**2.17.** The terms of this agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

**2.18. Challenge of Specifications**

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

**2.19. Payment**

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

The SCLC will not pay interest or late fees.

**2.20. 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 Respondent for the purpose of assisting the Respondent 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 Respondent or permitted by the Respondent 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 Respondent 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.

#### **2.21. Source of Specifications/RFP Packages**

Official SCLC Request for Proposal (RFP) packages for routine goods and services are available at SCLSNJ.org at no cost to Respondents. All addenda are posted on this site. Potential Respondents are cautioned that they are responding at their own risk if a third party provided the specifications that may or may not be complete. The SCLC is not responsible for third party supplied RFP documents.

#### **2.22. Altering Official Document**

Respondents shall not write in any margins or alter the official content of the SCLC RFP document.

#### **2.23. W-9**

The successful Respondent shall provide a completed W-9 form to the Finance Director prior to contract award.

### **3. SCOPE OF WORK**

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

#### **3.1. Firm, fixed rate provision of print magazines and newspapers**

The SCLC requires the services of a vendor to provide a wide selection of popular general interest magazines and newspapers for its patrons without service charges. **This RFP is for titles ordered in 2019-2020 for delivery in 2020-2021, respectively. The contract will be awarded for two years with an option for two single-year extensions.** The successful vendor will:

- 3.1.1. Provide titles suitable for adults, young adults and children and add titles not listed in the title file that SCLC patrons would like to be made available to them.
- 3.1.2. Provide world language magazine titles, especially in the following languages: Chinese, Gujarati, Hindi, Russian and Spanish.
- 3.1.3. Provide world interest magazine titles in the English Language especially from India and China.
- 3.1.4. Provide world language newspaper titles especially in Chinese, Gujarati, Hindi and Spanish.
- 3.1.5. Provide national and regional newspapers.
- 3.1.6. Provide a customer service representative(s) who is skillful in handling problems of a multi-branch public library system.
- 3.1.7. Respond to urgent customer emails or phone calls within a twenty-four (24) hour period. Routine queries will be responded to within forty-eight (48) hours.
- 3.1.8. Have a successful track record of delivery with large multi-branch public library systems in the United States with a minimum of receipt problems.
- 3.1.9. Not issue supplemental invoices in response to publisher price increases during the subscription term.**
- 3.1.10. Provide an online tool for ordering and managing subscriptions, viewing invoices, statements and credits, creating reports and managing claims.
- 3.1.11. Accept multiple expiration dates on the original master list of periodical subscription.
- 3.1.12. Provide a plan for migrating subscriptions from the existing vendor (if the respondent is not the existing vendor).
- 3.1.13. Accept the vouchering system and payment timetable of the SCLC.

## 4. PROPOSAL REQUIREMENTS

### 4.1. Proposal Forms

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

- 1. Form of Proposal
- 2. Qualification Statement
- 3. Affirmative Action Mandatory Language
- 4. Affirmative Action Statement
- 5. Non-Collusion Affidavit
- 6. Statement of Ownership Disclosure
- 7. Americans with Disabilities Act Mandatory Language
- 8. Disclosure of Investment Activities in Iran
- 9. Acknowledgement of Receipt of Addenda (if applicable)

### 4.2. Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm, the location of the firm's headquarters and a list of three (3) large multi-branch public library systems for whom similar goods or services have been provided. Respondents should include the following client information:

1. Name of multi-branch public library system
2. Contact person's name, position, and current telephone number
3. Scope of service

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

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

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

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

### **5.2. Rejection of Proposals**

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

### **5.3. Evaluation Process**

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

### **5.4. Evaluation Criteria**

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

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

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

#### **5.4.2. Selection**

This includes the total number of titles available to the library, as well as the percentage of titles currently subscribed to by the library that can be provided.

#### **5.4.3. Service**

References provided in the Qualification Statement will be evaluated, along with any prior experience the SCLC has had with the respondent as a current or past vendor for periodicals.

#### **5.4.4. Cost**

Price shall be based on rates and discounts submitted with the proposal. Prices are firm for two (2) years. Scoring for pricing of periodicals will be based on the price of titles that all respondents are able to provide.

### **5.5. Notice of Award**

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

Contracts for award of "fair and open" procurements for professional services and extraordinary unspecifiable services (EUS) will be prepared by the SCLC.

**Term of the contact: Two (2) years with an option to renew for two (2) additional years.**

### **5.6. Payment**

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

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP.

Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- Administrative Conditions and Requirements (p. 2-9) \_\_\_\_\_
- Scope of Work (p. 9-10) \_\_\_\_\_
- Proposal Requirements (p. 10-11) \_\_\_\_\_
- Evaluation Criteria (p. 11-12) \_\_\_\_\_
- Form of Proposal (p. 14-15) \_\_\_\_\_
- Affirmative Action Mandatory Language (p. 16-17) \_\_\_\_\_
- Affirmative Action Statement (p. 18) \_\_\_\_\_
- Non-Collusion Affidavit (p. 19) \_\_\_\_\_
- Statement of Ownership Disclosure (p. 20-21) \_\_\_\_\_
- Americans with Disabilities Act Mandatory Language (p. 22) \_\_\_\_\_
- Business Registration Certificate (p. 23) \_\_\_\_\_
- Disclosure of Investment Activities in Iran (p. 24) \_\_\_\_\_
- Acknowledgement of Receipt of Addenda (p. 25) \_\_\_\_\_

**6. FORM OF PROPOSAL**

**6.1. Proposal Cost Form**

TO THE SOMERSET COUNTY LIBRARY COMMISSION:

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

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

NOTE: Respondents should refer to Section 3, "Scope of Work" (p. 9-10) for detailed information regarding the name and minimum requirements for each service.

## 6. FORM OF PROPOSAL

### 6.1. Proposal Cost Form

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#### 3.1 Firm, fixed rate provision of print magazines and newspapers

Respondent meets the minimum requirements for providing this service:  Yes  No

If no, please list minimum requirements not met:

For each subscription year, price each of the titles you are able to provide to each of the branch libraries listed on

<https://docs.google.com/spreadsheets/d/1jfBl60eSHbizyl7XSbu6fuhe8-QR8BO6WqPh9fncfP0/edit?usp=sharing>.

- Create a copy of the spreadsheet: File > Make a Copy
- Edit and save the results as a CSV or XLSX file.
- Include a flash drive containing your completed spreadsheet with the two copies of your proposal.
- Print the page from the spreadsheet that shows the total price of all the subscriptions you can provide and include it with your RFP response.

**NOTE: DO NOT ENTER \$0 AS THE PRICE FOR TITLES YOU CAN'T PROVIDE. Simply leave blank the space for the price of any titles you are unable to provide.**

Use this section to describe your pricing in greater detail.

#### 6.2 Qualification Statement

Please attach your qualification statement as outlined in section 4, Proposal Requirements to your RFP response.

## 6.5 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 respondent agrees as follows:

The respondent or subrespondent, 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 respondent 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 respondent 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 respondent or subrespondent, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, 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 respondent or subrespondent, 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 respondent's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

## 6.6 AFFIRMATIVE ACTION STATEMENT

P.L. 1975, c. 127 (N.J.A.C. 17:27)

### REQUIRED EVIDENCE

If awarded a contract, all procurement and service respondents 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 respondent 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 respondent 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 respondents 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 respondent 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 respondent MUST BE REJECTED AS NON-RESPONSIVE IF A respondent FAILS TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

**6.7 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 respondent)  
(N.J.S.A. 52:34-25)

Subscribed and sworn to

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

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

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

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

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

\_\_\_\_\_

Full Name (Print)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## 6.9 AMERICANS WITH DISABILITIES ACT

### Mandatory Language

#### Equal Opportunity for Individuals with Disabilities.

The respondent and the SCLC do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the SCLC pursuant to this contract, the respondent agrees that the performance shall be in strict compliance with the Act. In the event that the respondent, its agents, servants, employees, or subrespondents violate or are alleged to have violated the Act during the performance of this contract, the respondent shall defend the SCLC in any action or administrative proceeding commenced pursuant to this Act. The respondent 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 respondent 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 respondent 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 respondent 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 respondent 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 respondent 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 respondent pursuant to this contract will not relieve the respondent 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 respondent, its agents, servants, employees and subrespondents for any claim which may arise out of their performance of this Agreement. Furthermore, the respondent expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the respondent'S obligations assumed in this Agreement, nor shall they be construed to relieve the respondent from any liability, nor preclude the SCLC from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## 6.10 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 respondents and all subrespondents that **knowingly** provide goods or perform services for a respondent fulfilling this contract:

- 1) the respondent shall provide written notice to its subrespondents and suppliers to submit proof of business registration to the respondent;
- 2) subrespondents through all tiers of a project must provide written notice to their subrespondents and suppliers to submit proof of business registration and subrespondents shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a respondent must submit to the contacting agency an accurate list of all subrespondents and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the respondent and its affiliates shall collect and remit, and shall notify all subrespondents 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 respondent, subrespondent 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.

### **ALERT**

**Failure to possess a New Jersey  
Business Registration Certificate may be cause for  
REJECTION OF YOUR PROPOSAL.**

**PLEASE SUBMIT A COPY OF YOUR  
New Jersey Business Registration Certificate  
WITH YOUR RFP RESPONSE.**

## 6.11 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.**

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

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

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

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

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

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

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

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

Title \_\_\_\_\_

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



**6.12 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.