



SOMERSET COUNTY LIBRARY SYSTEM
One Vogt Drive
P.O. Box 6700
Bridgewater, New Jersey 08807
(908) 526-4016 • Fax: (908) 707-8324
www.sclsnj.org

**Brian K.
Auger
Director**

SOMERSET COUNTY LIBRARY COMMISSION
NOTICE OF RFP FOR PROFESSIONAL SERVICES

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 the Finance Director on Tuesday **December 29, 2020** at **1:00 P.M.** in the Evelyn Silverstein Room of the Bridgewater Library, 1 Vogt Dr., Bridgewater, NJ 08807 at which time and place responses will be received for an

***EXPANDED POOL OF PROVIDERS OF GENERAL AND/OR LABOR LEGAL
COUNSEL FOR 2021
LC-PS-2021-01-3.1-3.2***

Specifications and instructions may be obtained in the Administrative Offices of the Bridgewater Library or on the SOMERSET COUNTY LIBRARY SYSTEM website at: www.sclsnj.org*

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

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.)

Brian Morgan, Finance Director
Date Posted to Web: December 8, 2020

■ SOMERSET COUNTY LIBRARY SYSTEM ■
■ Bound Brook Memorial Library ■ Bridgewater Library ■ Hillsborough Library
■ Manville Public Library ■ Mary Jacobs Memorial Library ■ North Plainfield Library
■ Peapack & Gladstone Library ■ Somerville Public Library ■
■ Warren Township Library ■ Watchung Library ■

1. Introduction

These contracts are to provide professional legal services for the Somerset County Library System of New Jersey during the year 2021 awarded 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 project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Somerset County Library System of New Jersey, hereinafter referred to as “owner”, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

| | |
|--|---------------------------------------|
| Release of RFP | December 8, 2020 |
| Proposal Due Date | December 29, 2020 |
| Evaluation Completed | early January 2021 |
| Governing Body Action Resolution authorizing <i>expanded</i> Pool of Qualified Respondents for 2021 | January 13, 2021 |
| Contract Execution and Project Initiation | Awarded on an as-needed basis in 2021 |

2.2 Proposal Submission Information

Submission Date and Time:
December 29, 2020 at 1:00 P.M.
One (1) Original & One (1) copy.

Submission Office:
Administrative Offices at the Bridgewater Library
PO Box 6700
1 Vogt Dr
Bridgewater, NJ 08807

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Director. The original proposal shall be marked to distinguish it from the 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.

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

The Library has limited storage; therefore we are requesting ***no* three ring binders** (Stapling is acceptable) and no additional firm advertising. Submit the forms/required information **using the following format:**

Section 1 of the RFP response should be as follows:

Page 1: Original completed “Proposal Cost Form/Signature Page” found on page 15.

Page 2: Fee Schedule

Page 3: Stockholder Disclosure

Page 4: Non-Collusion Affidavit

Page 5: EEO/Affirmative Action Compliance Notice

Page 6: Certificate of Employee Information Report (ref page 20)

Page 7: Business Registration Certificate supply with RFP

Page 8: Disclosure of Investment Activities in Iran

Page 9: Acknowledgement of Receipt of Addenda

(All addenda are posted on the Library website)

Page 11: References

Page 12: Proposal Checklist

Page 13- end: Qualification Statement, proposal and any other requested information

2.3 County Library Representative for this Solicitation

Please direct all questions no later than **December 18, 2020** in writing to:

Brian Morgan, Finance Director

Fax: (908) 707-8324

Email: bmorgan@scilibnj.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, all interpretations and clarifications considered necessary by the owner’s representative in response to such comments and questions will be issued by Addenda posted to the website and mailed or delivered to all parties recorded

as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.5 Quantities of Estimate

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 owner 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 owner 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 owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner 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 owner, 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 contractor and owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions 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 shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

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 American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner 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 to the Library a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 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 N.J. Business Registration Certificate

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/busreqcert.shtml> .

2.7.7 “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 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.
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.7.8 Insurance and Indemnification

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 contractor 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.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering 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.

The contractor shall provide the Library with a Certificate of Insurance naming the SCLC as additionally insured, evidencing the existence of required insurance prior to the commission of work.

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

SCLS will not accept Mutual Limitation of Liability terms.

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 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 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time, and the corresponding HIPAA 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 Owner 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.

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 the 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 Library opts to extend terms and conditions of this RFP, the contractor 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 original contractor cannot meet this requirement, the Library may solicit the goods and/or services from any respondent on this contract.

2.9 Multiple Proposals Not Accepted

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

2.10 Failure to Enter Contract

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

2.11 Commencement of Work

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

2.12 Termination of Contract

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

The contractor agrees to indemnify and hold owner 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 owner under this provision.

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

2.13 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.

2.14 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of 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 owner by notice to each party.

2.15 The owner and the Contractor 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.

2.16 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.

2.17 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the 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 having no impact on the owner or the award of contract.

2.18 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.19 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 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 storage device compatible with standard file formats and operating systems.

2.20 Source of Specifications/RFP Packages

Official County Library Request for Proposal (RFP) packages for routine goods and services are available from www.sclsnj.org/rfps/ at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied RFP documents.

2.21 Altering Official Document

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

2.22 W-9

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

3. Scope of Work (SOW)

3.1 General Counsel for Library Commission

The SCLC requires the services of attorney(s) to provide advice concerning various legal matters such as contract development and execution and policies and procedures development for the Commission and SCLS Administration during calendar year 2021. **On December 2, 2020, two firms were declared by the Library Commission to be**

included in the pool of providers for 2021, while simultaneously the decision was made to issue another RFP in order to expand the pool of eligible providers.

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above and must be documented in the proposal:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before the Office of Administrative Law and the State Superior Court.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, the State of New Jersey or boards or commissions of County Library Systems.

3.2 Labor Counsel for Library Commission

The SCLC requires the services of a labor attorney to undertake negotiations with the collective bargaining unit within the SCLC and to provide advice concerning various labor matters and personnel issues to the SCLC and the Somerset County Library Administration for calendar year 2021. **On December 2, 2020, two firms were declared by the Library Commission to be included in the pool of providers for 2021, while simultaneously the decision was made to issue another RFP in order to expand the pool of eligible providers.**

The following minimum requirements must be documented in the proposal of persons and/or firms being considered for the above:

1. Has been admitted to the New Jersey Bar for a minimum of ten (10) years.
2. Has a concentrated law practice in the field of State and Federal Labor Law for a minimum of ten (10) years.
3. Can demonstrate experience representing Governmental entities in all labor-related matters, including negotiations, for at least ten (10) years.
4. Has a minimum of ten (10) years experience in appearing before the Public Employment Relations Commission and the Office of Administrative Law and Superior Court in labor matters

3.3 Service Level Agreement

Any successful respondent awarded a contract for services as described above may, in addition to executing a contract for services, be expected to participate in a mutually agreed upon Service Level Agreement that: A) provides clear reference to service ownership, accountability, roles and/or responsibilities; B) presents a clear, concise and measurable description of service provision to the customer; and C) matches perceptions of expected service provision with actual service delivery. Please see the sample Service Level Agreement for General Counsel Services in appendix 1 and sample Service Level Agreement for Labor Counsel Services in appendix 2 as examples.

4. Proposal Requirements

4.1 Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal shall be no more than three typed, single-sided, 8 ½” x 11” sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm’s particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner. Specific experience representing Libraries should be emphasized.

Resumes of key personnel must be submitted along with your firm’s proposal. Each resume shall be a maximum of two, single sided, 8 ½” x 11” sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from the Somerset County Library. It is anticipated that review of Qualification Statements and Proposals will be completed in late November 2020.

4.2 Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1 through December 31, 2021 for partners, associates and paralegals.

4.3 References

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person’s Name
4. Contact Person’s Title

5. Contact Person's Telephone Number
6. Contact Person's Email
7. Dates 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 owner will designate the pool of attorneys within the applicable time period or reject all proposals.

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

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Qualified respondents will then be recommended to the governing body for inclusion in the pool based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follow. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used in the selection of successful respondents.

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 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Cost

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

5.5 Payment

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

5.6 Term of Contract:

January 1, 2021 – December 31, 2021.

5.7 Notice of Award

Successful respondents will be notified of inclusion within the pool upon a favorable decision by the governing body. The Finance Director will issue Purchase Orders to those attorneys/firms authorized to commence work.

**SOMERSET COUNTY LIBRARY SYSTEM
RFP DOCUMENT CHECKLIST**

| Required With Response | | Read, Signed & Submitted Respondent's Initial |
|---------------------------------------|---|--|
| A. | FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP | |
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification | _____ |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | _____ |
| <input checked="" type="checkbox"/> | Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire | _____ |
| <input type="checkbox"/> | License(s) or Certification(s) Required by the Specifications | _____ |
| <input checked="" type="checkbox"/> | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | _____ |
| <input checked="" type="checkbox"/> | Three (3) references for similar projects | _____ |
| <input checked="" type="checkbox"/> | Qualification Statement | _____ |
| <input checked="" type="checkbox"/> | Fee Schedule | _____ |
| <input checked="" type="checkbox"/> | Key Personnel Information | _____ |
| <input checked="" type="checkbox"/> | Disclosure of Investment Activities in Iran | _____ |
| <input type="checkbox"/> | Other: | _____ |
| B. | MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED | |
| <input checked="" type="checkbox"/> | New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date. | _____ |
| <input type="checkbox"/> | New Jersey Business Registration Certificate – Named /Listed Subcontractor(s) | _____ |
| <input type="checkbox"/> | CD with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2) | _____ |
| <input checked="" type="checkbox"/> | Certificates of the Required Insurance naming the County Library Additionally Insured Due at time a contract is awarded | _____ |
| <input checked="" type="checkbox"/> | Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order | _____ |
| C. | READ ONLY | |
| <input checked="" type="checkbox"/> | Americans With Disability Act of 1990 Language | _____ |

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

**SOMERSET COUNTY LIBRARY SYSTEM
PROPOSAL COST FORM/SIGNATURE PAGE**

TO THE SOMERSET COUNTY LIBRARY COMMISSION:

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

| | Please Check |
|----------------------------|--------------------------|
| 3.1 General Counsel | <input type="checkbox"/> |
| 3.2 Labor Counsel | <input type="checkbox"/> |

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

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

| | |
|--|--|
| | |
| | |

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to

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

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(name of contractor)
(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**SOMERSET COUNTY LIBRARY SYSTEM
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/respondents 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.

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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

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. §12101 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.

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.

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

SOMERSET COUNTY LIBRARY SYSTEM

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: 0107330
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

Somerset County Library System New Jersey

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____ Respondent/Offeror: _____

Part 1: Certification

RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT

ACTIVITIES IN IRAN You must provide a detailed, 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 on additional sheets provided by you.

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 the Somerset County Library Commission 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 Commission to notify the Commission 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 Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title _____ Date: _____

SOMERSET COUNTY LIBRARY SYSTEM

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| ADDENDUM NUMBER | <i>DATE</i> | <i>ACKNOWLEDGE RECEIPT</i> (Initial) |
|----------------------------|-------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Acknowledged
for:

(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name _____
(Print or Type)

Title: _____

Date: _____

APPENDIX 1

SAMPLE **SERVICE LEVEL AGREEMENT** **FOR GENERAL COUNSEL SERVICES FOR SOMERSET COUNTY LIBRARY COMMISSION** **PROVIDED BY [COMPANY NAME]**

1. Service Level Agreement Overview

- 1.1. This agreement represents a Service Level Agreement (“Agreement”) between [Company Name] (“Service Provider”) and the Somerset County Library Commission (“Customer”) for the provision of specified general counsel services.
- 1.2. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
- 1.3. This Agreement outlines the parameters of all general counsel services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals and Objectives

- 2.1. The purpose of this Service Level Agreement is to ensure that the proper elements and commitments are in place to provide consistent general counsel service delivery to the Customer by the Service Provider.
- 2.2. The goal of this Agreement is to obtain mutual agreement for general counsel service provision between the Service Provider and Customer.
- 2.3. The objectives of this Agreement are to:
 - Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - Present a clear, concise and measurable description of service provision to the customer.
 - Match perceptions of expected service provision with actual service delivery.

3. Service Level Agreement

- 3.1. **Period Covered by This Agreement**
This Agreement covers the same time period as the relevant contract term: January 1, 2021 - December 31, 2021.
- 3.2. **Service Scope**
The following Services are covered by this Agreement:
 - Provision of advice concerning various legal matters such as contract development and execution, and policies and procedures development, to the SCLC and administrative staff of the Somerset County Library System of New Jersey for the calendar year 2021.

- 3.3. Customer Requirements
 - 3.3.1. The Customer will provide such information as requested by the Service Provider to enable the service to be provided within the agreed upon timeframe.
 - 3.3.2. If the Customer is likely to require significant legal support on an issue, the Customer will alert the Service Provider at an early stage so that a mutually acceptable extension of this Agreement can be reached.
- 3.4. Service Provider Requirements
 - 3.4.1. The Service Provider will meet response time expectations associated with this Agreement.

4. Service Management and Review

- 4.1. Service Availability
 - 4.1.1. During normal office hours the Service Provider will be available for contact by telephone whenever possible.
 - 4.1.2. Arrangements will be made so that, in cases where urgent legal advice is needed, it is always available within normal office hours.
- 4.2. Response Time
 - 4.2.1. The Service Provider will respond to requests for service submitted by the Customer via phone call, email or text and indicated as URGENT within the following time frames:
 - Acknowledgment of the urgent matter by phone call, email or text within four (4) business hours.
 - Response within one (1) business day.
 - Resolution, or further communication regarding projected timeframe, within five (5) business days, unless the nature of the matter requires a more expedited response and a timeframe is noted within the initial request.
 - 4.2.2. The Service Provider will respond to normal (not urgent) requests for service submitted by the Customer within the following time frames:
 - Acknowledgment of the request by phone call or email within one (1) business day.
 - Response within five (5) business days.
 - Resolution, or further communication regarding projected timeframe, within ten (10) business days.
 - 4.2.3. Requests for service categorized by the Customer as low priority or informational will be responded to within a timeframe mutually agreed upon by the Customer and the Service Provider.
- 4.3. Performance Review
 - 4.3.1. The Customer will provide timely feedback regarding performance concerns on the part of the Service Provider.
 - 4.3.2. The Service Provider will acknowledge all written complaints within five (5) business days and will provide either a substantive response or further communication regarding projected timeframe within an additional ten (10) business days.
 - 4.3.3. The Customer may use review of the Service Provider's performance in evaluating future proposals for contract award.

APPENDIX 2

SAMPLE **SERVICE LEVEL AGREEMENT** **FOR LABOR COUNSEL SERVICES FOR SOMERSET COUNTY LIBRARY COMMISSION** **PROVIDED BY [COMPANY NAME]**

1. Service Level Agreement Overview

- 1.1. This agreement represents a Service Level Agreement (“Agreement”) between [Company Name] (“Service Provider”) and the Somerset County Library Commission (“Customer”) for the provision of specified labor counsel services.
- 1.2. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
- 1.3. This Agreement outlines the parameters of all labor counsel services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals and Objectives

- 2.1. The purpose of this Service Level Agreement is to ensure that the proper elements and commitments are in place to provide consistent labor counsel service delivery to the Customer by the Service Provider.
- 2.2. The goal of this Agreement is to obtain mutual agreement for labor counsel service provision between the Service Provider and Customer.
- 2.3. The objectives of this Agreement are to:
 - Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - Present a clear, concise and measurable description of service provision to the customer.
 - Match perceptions of expected service provision with actual service delivery.

3. Service Level Agreement

- 3.1. **Period Covered by This Agreement**
This Agreement covers the same time period as the relevant contract term: January 1, 2021 - December 31, 2021.
- 3.2. **Service Scope**
The following Services are covered by this Agreement:
 - Negotiations with the collective bargaining unit within the SCLC
 - Provision of advice concerning various labor matters and personnel issues to the SCLC and administrative staff of the Somerset County Library System of New Jersey for the calendar year 2021.

- 3.3. Customer Requirements
 - 3.3.1. The Customer will provide such information as requested by the Service Provider to enable the service to be provided within the agreed upon timeframe.
 - 3.3.2. If the Customer is likely to require significant legal support on an issue, the Customer will alert the Service Provider at an early stage so that a mutually acceptable extension of this Agreement can be reached.
- 3.4. Service Provider Requirements
 - 3.4.1. The Service Provider will meet response time expectations associated with this Agreement.

4. Service Management and Review

- 4.1. Service Availability
 - 4.1.1. During normal office hours the Service Provider will be available for contact by telephone whenever possible.
 - 4.1.2. Arrangements will be made so that, in cases where urgent legal advice is needed, it is always available within normal office hours.
- 4.2. Response Time
 - 4.2.1. The Service Provider will respond to requests for service submitted by the Customer via phone call, email or text and indicated as URGENT within the following time frames:
 - Acknowledgment of the urgent matter by phone call, email or text within four (4) business hours.
 - Response within one (1) business day.
 - Resolution, or further communication regarding projected timeframe, within five (5) business days, unless the nature of the matter requires a more expedited response and a timeframe is noted within the initial request.
 - 4.2.2. The Service Provider will respond to normal (not urgent) requests for service submitted by the Customer within the following time frames:
 - Acknowledgment of the request by phone call or email within one (1) business day.
 - Response within five (5) business days.
 - Resolution, or further communication regarding projected timeframe, within ten (10) business days.
 - 4.2.3. Requests for service categorized by the Customer as low priority or informational will be responded to within a timeframe mutually agreed upon by the Customer and the Service Provider.
- 4.3. Performance Review
 - 4.3.1. The Customer will provide timely feedback regarding performance concerns on the part of the Service Provider.
 - 4.3.2. The Service Provider will acknowledge all written complaints within five (5) business days and will provide either a substantive response or further communication regarding projected timeframe within an additional ten (10) business days.
 - 4.3.3. The Customer may use review of the Service Provider's performance in evaluating future proposals for contract award.