



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

## SOMERSET COUNTY LIBRARY COMMISSION

### NOTICE OF RFP FOR WORLD LANGUAGE MATERIALS 2023-2026

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 March 10, 2023 at 1:15 P.M. at the Somerset County Library, 1 Vogt Drive, Bridgewater, NJ 08807 at which time and place responses will be opened for:

#### **Bid-exempt library materials (Contract #XS-LC-2023-01-3.1)**

##### **3.1 World Language Materials**

#### **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  
February 13, 2023

## 1. INTRODUCTION

This contract is to furnish and deliver library services and materials 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.

### 2.1. Schedule

The dates established for the procurement are:

Release of RFP	February 13, 2023
Proposal Due Date	March 10, 2023
Evaluation	late March 2023
Governing Body Action	April 4, 2023

### 2.2. Proposal Submission Information

Submission Date and Time:

**Friday, March 10 at 1:15 P.M.**  
**One (1) Original & One (1) copy.**

Submission Office:

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

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Somerset County Library Finance Director.

The original proposal shall be marked to distinguish it from the one (1) copy. Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

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

The users of services are the SOMERSET COUNTY LIBRARY COMMISSION and the Somerset County Library System of New Jersey (SCLSNJ) customers, administration and staff.

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

Please direct all questions in writing to:

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

### **2.5. Interpretations and Addenda**

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

### **2.6. Estimates of Quantities**

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

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

The SCLC assumes no responsibility 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.

## **2.8. Statutory and Other Requirements**

### **2.8.1. Compliance with Laws**

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

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

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

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

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

### **2.8.4. Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with

receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the certification form that is included in this RFP.

**2.8.5. Non-Collusion Affidavit**

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

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

A N.J. Business Registration Certificate is required prior to award of contract, pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**2.8.7. 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.

**2.8.8. Insurance and Indemnification**

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

The contractor further covenants and agrees to indemnify and save harmless the SCLC from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of

any SCLC regulation, ordinance or the laws of the State, or the United States while said work is in progress.

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

**2.9. Multiple Proposals Not Accepted**

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

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

The contractor agrees to indemnify and hold the SCLC harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods

supplied arising out of the lawful termination of the Contract by the SCLC under this provision.

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

#### **2.14. 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.

#### **2.15. Payment**

The SCLC issues checks once a month on the first Wednesday of each month, excepting holidays. A voucher with the vendor's signature must be attached to all invoices and be in the ordering department's possession roughly ten days 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.

#### **2.16. Ownership of Material**

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

Ownership of all data, materials and documentation originated and prepared for the SCLC pursuant to this contract shall belong exclusively to the SCLC. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the SCLC upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties,

without the prior written consent of the SCLC. All information supplied to the SCLC may be required to be supplied on storage media compatible with standard operating systems and file formats.

### 3. SCOPE OF WORK

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

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

#### 3.1. World Language Materials

The SCLC requires the services of a vendor to supply books and media in selected non-English languages and ship them to the library as ordered with no duplication of titles. The successful vendor will:

- 3.1.1. Have an extensive catalog of current and backlist titles in different world languages
- 3.1.2. Have a process in place to ensure that all titles supplied by the vendor as new are not already in the SCLSNJ collection
- 3.1.3. Provide competitive discounts (include discount information in Appendix A)
- 3.1.4. Provide MARC bibliographic records or reference numbers for bibliographic records available from OCLC
- 3.1.5. Provide consistently excellent and immediate customer service by having an assigned company representative, responding to all routine inquiries within two business days, and responding to requests marked by library staff as urgent within 24 hours
- 3.1.6. Have a successful track record with SCLC and other large public libraries
- 3.1.7. Accept purchase orders and the payment timetable of the SCLC

In addition, preference will be given to a vendor who will:

- 3.1.8. Accept orders in EDI format and provide electronic invoicing for the library's ILS, Carl.X.
- 3.1.9. Provide a file of brief order records in MARC format that includes the title in the world language and in English
- 3.1.10. Provide physical processing of books at a reasonable cost (include costs for processing services in Appendix B)



- 3.1.11. Provide full cataloging services at a reasonable cost (include cataloging costs in Appendix B)

## **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. Appendix A: Discount Tables - Library Materials
3. Appendix B: Cost Tables - Cataloging and Processing
4. Affirmative Action Mandatory Language
5. Affirmative Action Statement
6. Non-Collusion Affidavit
7. Stockholder Disclosure
8. Americans with Disabilities Act Mandatory Language
9. Disclosure of Investment Activities in Iran and Russia/Belarus
10. Acknowledgement of Receipt of Addenda (if applicable)

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

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

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

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

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

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

### **5.3. Evaluation Process**

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

### **5.4. Evaluation Criteria**

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

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

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. Customer Service**

The ability of the vendor to provide consistently excellent customer service will be a critical factor in determining the successful Respondent. The description for each section of the requested services includes a statement about the expected level of customer service and responsiveness for the successful vendor, as well as about the vendor's track record with the SCLC and other large public libraries. Respondents who do not have prior experience working with the SCLC are welcome to provide references from other similar public libraries to demonstrate their ability to provide consistently excellent customer service.

#### **5.4.3. Automation**

Proposals will be evaluated based on the ability of a Respondent to provide tools and processes that streamline library workflows. Well-designed collection development and acquisitions management tools that automate tasks such as checking for duplicates or that provide for electronic ordering, invoicing and importing of bibliographic and item data

save staff considerable time, which can offset raw costs for other services.

#### **5.4.4. Cost**

Costs shall be evaluated based on rates and discounts submitted with the proposal. Costs are firm for twenty-four (24) months. Any services not included as part of any resulting contract scope of services must be approved and authorized by the SCLC before such work is initiated. The SCLC shall pay for such approved services at the rate or cost agreed upon between the SCLC and Respondent, provided that the Respondent has provided a schedule of fees for additional services with their proposal.

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

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

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 years with an option to renew for two 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. 2-8) \_\_\_\_\_

Scope of Work (p. 8-9) \_\_\_\_\_

Evaluation Process (p. 10) \_\_\_\_\_

Evaluation Criteria (p. 10-11) \_\_\_\_\_

Form of Proposal (p. 13-16) \_\_\_\_\_

Affirmative Action Mandatory Language (p. 17-18) \_\_\_\_\_

Affirmative Action Statement (p. 19) \_\_\_\_\_

Non-Collusion Affidavit (p. 20) \_\_\_\_\_

Stockholder Disclosure (p. 21-22) \_\_\_\_\_

Americans with Disabilities Act Mandatory Language (p. 23) \_\_\_\_\_

Business Registration Certificate (p. 24) \_\_\_\_\_

Prohibited Russia-Belarus Activities & Iran Investment Activities(p. 25-27) \_\_\_\_\_

Acknowledgement of Receipt of Addenda (p. 28) \_\_\_\_\_

**6. FORM OF PROPOSAL**

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:

**Bid-exempt World Language Materials**

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

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

Address \_\_\_\_\_

\_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

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

**Please complete the information required for services to which you are responding.**

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### 3.2 World Language Materials

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

If no, please list the minimum requirements not met:

Please describe any future price increases applicable to the potential contract renewal period.

**APPENDIX A: Discount Tables - Library Materials - For each product type, please indicate number of titles available, languages offered, and availability of new/current materials (Backlist=2021 and prior; Frontlist=2022, 2023, and future releases).**

<b>Product Type</b>	<b>Discount %</b>	<b>Languages Offered</b>	<b># of Titles in Each Language</b>	<b># of Frontlist Titles</b>	<b># of Backlist Titles</b>
Adult Trade Hardcover Editions (popular fiction and nonfiction)					
Juvenile Trade Hardcover Editions (popular fiction and nonfiction)					
Young Adult Trade Hardcover Editions (popular fiction and nonfiction)					
Adult Trade Paperback Editions (popular fiction and nonfiction)					
Juvenile Trade Paperback Editions (popular fiction and nonfiction)					
Young Adult Trade Paperback Editions (popular fiction and nonfiction)					
Reinforced Editions (juvenile)					
Board Books					

**APPENDIX B: Cost Tables - Processing and Cataloging**

<b>Processing and Cataloging - Print Books</b>		
<b>Cataloging or Processing Service</b>	<b>Cost</b>	<b>Other Information</b>
Custom Label - inside book (Author, Title, Call number)		
Library-Supplied Barcode		
Library-Supplied Ownership Label		
Mylar Jacket		
Spine Label		
Lamination of paperback cover		
MARC Record per title - basic		
MARC Record per title - custom edited to library specifications		
Item record per copy - with SCLSNJ item variable length fields		
<b>Processing and Cataloging - Non-Print Items: Audiobooks, Music CDs, DVDs, Blu-rays, Video Games, Playaways</b> <i>(may quote as package or as individual components)</i>		
<b>Cataloging or Processing Service</b>	<b>Cost</b>	<b>Other Information</b>
Digital media processing to include: Removal of shrink-wrap and security seals; Repackaging in a standard plastic case; Creation of scanned artwork with top banner and embedded labels.		
Scanned artwork to include all or some of the following embedded labels: Library name/logo; Barcode label; Branch ownership label; Spine label; Rating label (DVDs & Blu-rays)		
MARC Record per title - basic		
MARC Record per title - custom edited to library specifications		
Item record per copy - with SCLSNJ item variable length fields		



## **6.2 AFFIRMATIVE ACTION**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

#### **N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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, where applicable, 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 act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make 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, 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

Federal Letter of Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractor 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**.

**6.3 AFFIRMATIVE ACTION STATEMENT**

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

**REQUIRED EVIDENCE**

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

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

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

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

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

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

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

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

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

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

**6.4 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

ss:

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

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

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

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

Subscribed and sworn to

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

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

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

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

**6.5 STOCKHOLDER DISCLOSURE CERTIFICATION**

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

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

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

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

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

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

**PART II**

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

**OR**

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

*Please attach additional sheets if more space is needed.*

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

**PART III Disclosure Of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in Part II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal

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

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

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

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

**PART IV Certification**

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

\_\_\_\_\_

Full Name (Print)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## 6.6 AMERICANS WITH DISABILITIES ACT

### Mandatory Language

#### Equal Opportunity for Individuals with Disabilities.

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

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

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

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

## 6.7 BUSINESS REGISTRATION CERTIFICATE

### Revised Contract Language for BRC Compliance

*Goods and Services Contracts (including purchase orders)*

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

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

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

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



## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or  
Entity

### Part 1: Certification

#### **COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.



**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**

*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

## Part 2: Additional Information

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED  
ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**6.9 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.