



SOMERSET COUNTY LIBRARY SYSTEM OF NEW JERSEY  
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## NOTICE TO BIDDERS

Sealed bids will be received by the Finance Director for the Somerset County Library Commission on **Friday, April 28, 2023 at 1:00 PM** in the Silverstein Room, Somerset County/Bridgewater Library, 1 Vogt Dr., Bridgewater, NJ 08807 at which time and place bids will be opened and read in public for:

### **1. Open-Ended Contract for Wifi hotspots and supporting cellular data service (LC-2023-01)**

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

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

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

**Bidders shall comply with the requirements of N.J.S.A. 10: 5-31 et seq. and N.J.A.C. 17:27-1 et seq.**

Brian Morgan  
Finance Director  
4/14/23

**1. SUBMISSION OF BIDS**

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

**2. BID SECURITY**

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

- 2.1.1.  **Bid Guarantee**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to The Library.

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

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

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

- 2.1.2.  **Consent of Surety**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to The Library stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

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

2.1.3.  **Performance Bond**

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

**3. QUOTATIONS, BIDS AND FORMS**

**3.1.**

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

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

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

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

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

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

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

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

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

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

**4. INTERPRETATIONS AND ADDENDA**

**4.1.** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by The Library. The bidder accepts the obligation to become familiar with these specifications.

**4.2.** Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Finance Director. In the event the bidder fails to notify The Library of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

**4.3.** No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Finance Director. In order to be given

consideration, written requests for interpretation must be received at least three (3) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Library's interpretations or corrections thereof shall be final.

**4.4.**

- 4.4.1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 4.4.2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by The Library of the extended totals shall govern.

**5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

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

**6. AWARD OF BID**

- 6.1. The Library reserves the right to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of The Library to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- 6.2. The Library further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of The Library. Without limiting the generality of the foregoing, The Library reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

- 6.3. The Library reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- 6.4. Should the bidder to whom the contract is awarded fail to enter into a contract, The Library may then, at its option, accept the bid of the next lowest responsible bidder.
- 6.5. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of the unavailability of such funds, The Library reserves the right to cancel this contract.
- 6.6. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

## 7. STATUTORY AND OTHER REQUIREMENTS

### 7.1. Compliance with Laws

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

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

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).

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

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

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

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

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds... "

- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

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

#### **7.4. Mandatory Affirmative Action Compliance**

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

##### **7.4.1. Procurement, Professional and Service Contracts**

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

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

##### **7.4.2. Construction Contracts**

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

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

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

#### **7.6. Non-Collusion Affidavit**

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

#### **7.7. N.J. Business Registration Certificate**

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

#### **7.8. Prohibited Russia-Belarus Activities & Iran Investment Activities**

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

#### **7.9. Worker and Community Right to Know Act**

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

#### **7.10. Statement of Ownership Disclosure**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship,

shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to The Library a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class, or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

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

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

**7.12. HIPPA (If Applicable)**

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

The Contractor shall:

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

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

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

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

**9. INSURANCE AND INDEMNIFICATION**

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

The contractor 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 with the owner named as additional insured.

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

**9.1. Insurance Requirements**

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

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

**9.1.2. General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

**9.1.3. Automobile Liability Insurance**

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

**9.2. Certificates of the Required Insurance**       Yes     No

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

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

**9.3. Indemnification**

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

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

**10. PAYMENT**

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

**11. TERMINATION OF CONTRACT**



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

The contractor agrees to indemnify and hold the SCLC harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the SCLC under this provision.

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

**11.1. DEFAULT**

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

**11.2. UNCONDITIONAL TERMINATION FOR CONVENIENCE**

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

**11.3. TERMINATION FOR DEFAULT**

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

**11.4. TERMINATION BY THE LIBRARY:**

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

**12. INDEMNIFICATION**

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

**13. ADDITIONS/DELETIONS OF SERVICE**

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

**14. CHALLENGE OF SPECIFICATIONS**

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

**15. NON-ALLOCATION OF FUNDING TERMINATION**

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

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

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

**17. FIRM FIXED CONTRACT**

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

**18. W-9**

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

**19. PUBLIC EMERGENCY**

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

**20. OWNERSHIP OF MATERIAL**

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

Ownership of all data, materials and documentation originated and prepared for the SCLC pursuant to this contract shall belong exclusively to the SCLC. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the SCLC upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the SCLC. All

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

## SCOPE OF WORK

### 1. Wifi hotspots and supporting cellular data service

The SCLC is seeking a cellular data service provider to support our program for circulating wifi hotspots to Library patrons. Please provide pricing information based on a program for two hundred (200) hotspots for two (2) years. Your pricing should exclude sales tax (SCLC is tax-exempt), and include any and all additional fees and tariffs.

#### 1. Minimum requirements are:

##### 1.1. Network

- 1.1.1. The vendor provides the most current network service available (minimum 4G/LTE) throughout the greater New York/New Jersey metropolitan area.
- 1.1.2. The vendor provides robust bandwidth to accommodate the wildly variable data use amongst all active hotspots in circulation.
- 1.1.3. The vendor provides net neutral, confidential, and unrestricted internet access over the devices (see section 3 below).
- 1.1.4. The vendor will not prioritize any type of site visited over another on Library devices in any way.

##### 1.2. Administration

- 1.2.1. The vendor provides a robust online data, device, and billing management portal where designated staff can administer circulating hotspots with minimal assistance from the provider.
- 1.2.2. The vendor allows designated staff to modify each hotspot's identifying information to align with the Library's circulating collections' naming conventions, such as barcodes.
- 1.2.3. The vendor allows the Library to prohibit mobile broadband service anywhere beyond the United States and its territories.
- 1.2.4. The vendor can be customized at the enterprise level to exclude SMS messaging from all Library devices.
- 1.2.5. If a data limit is imposed, the vendor will provide a method to determine which hotspots in circulation have had their data usage deprioritized upon reaching that limit per regular billing cycle.
- 1.2.6. The vendor allows designated Library staff to turn network connectivity on and off for each device as needed at any given time (e.g. in case a patron fails to return a hotspot on time).
- 1.2.7. Vendor MUST accept the vouchering system and payment timetable of the SCLC.

##### 1.3. Devices

- 1.3.1. The vendor will provide one hotspot device or SIM card per line of service.
- 1.3.2. Provided hotspot devices are durable and can handle incidental direct impacts (e.g. dropping it on the floor), indirect impacts (e.g. being stepped on), and incidental contact with water.
- 1.3.3. The vendor provides the necessary cables and adapters to charge each hotspot battery.
- 1.3.4. The vendor can mask the administrative URL and password shown within the hotspot's menus to prevent patron-generated edits of any kind, such as contact information or password changes.
- 1.3.5. The vendor will replace specific devices which are found to be defective at no cost.

##### 1.4. Privacy

- 1.4.1. The vendor will comply with the Library's established policy on ensuring patron privacy and intellectual freedom (see section 3 below).

- 1.4.2. The vendor does not track the history of internet usage (e.g. sites visited) for any hotspot.
- 1.4.3. The history of sites visited are expunged from devices on a regular schedule.

2. Desired features and functions include:

2.1. Network

- 2.1.1. The vendor provides the most current network service nationwide.
- 2.1.2. As the vendor improves network service (e.g. 4G to 5G), service is backwards compatible with the devices provided by the vendor.
- 2.1.3. The vendor does not impose speed constraints on Library users without the Library's consent.
- 2.1.4. The vendor exempts Library hotspots from using ad-targeting programs, known as supercookies.
- 2.1.5. The vendor allows patrons to use, if needed, a virtual private network (VPN), or grant access to Tor browsers of their choosing when using a hotspot.

2.2. Devices

- 2.2.1. The vendor allows designated Library staff to easily order replacement devices and chargers through a secure, online portal.
- 2.2.2. The vendor deploys regular automatic software updates for all hotspots to ensure optimal functionality. These updates will be communicated to Library staff ahead of time.
- 2.2.3. The vendor allows hotspots to be "tethered" to laptops or other non-wifi enabled devices.
- 2.2.4. The vendor gives patrons the option to hard reset a hotspot with minimal to no assistance by Library staff, should the hotspot not function normally.
- 2.2.5. The vendor will provide a free hotspot device with each line introduced into the account.

2.3. Administration

- 2.3.1. The vendor provides initial orientation – either in-person or online – on how to use the secure, online portal.
- 2.3.2. The vendor allows designated staff to generate carrier- and Library-created reports either on demand or on a regular schedule set by Library staff.
- 2.3.3. The vendor allows all reports and data extracts – custom or readymade – to be performed via a browser-based interface and result in formats such as .xls, .xlsx, or CSV.
- 2.3.4. The vendor provides a detailed history of when a hotspot's network connectivity was suspended or resumed via regularly scheduled reports.
- 2.3.5. The vendor offers hotspot recycling or other carrier-sponsored disposal mechanisms for low- to no-cost to the Library.
- 2.3.6. The vendor will honor any e-rates that are applicable to the Library, given the Library's status as a government agency.
- 2.3.7. The vendor provides the Library with lines that do not have contracts or early termination fees.
- 2.3.8. The vendor can automatically suspend network service when its network discovers that a SIM card is not installed in its Library assigned device.

3. Library Policies

The following links provide access to library policies regarding patron privacy and confidentiality. Vendor products must allow the Library to continue to operate within these policies:

- [Confidentiality of Library Records Policy](#)
- [Internet, Wireless Network and Computer Use Policy](#)
- [Collection Management Policy](#)
- [Library Bill of Rights, established by the American Library Association](#)

**SOMERSET COUNTY LIBRARY COMMISSION  
BID DOCUMENT CHECKLIST**

Required	Read, Signed & Submitted Bidder's Initial
<b>A. FAILURE TO SUBMIT THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID</b>	
<input checked="" type="checkbox"/> Statement of Ownership Disclosure	_____
<input checked="" type="checkbox"/> Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/> Required Evidence EEO/Affirmative Action Regulations Questionnaire	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	_____
<input type="checkbox"/> Bid Guarantee (bid bond or certified/cashier's check, with Power of Attorney for full amount)	_____
<input type="checkbox"/> Consent of Surety (Certificate from Surety company)	_____
<input type="checkbox"/> Surety Disclosure Statement and Certification	_____
<input type="checkbox"/> Performance Bond	_____
<input type="checkbox"/> Maintenance Bond	_____
<b>B. REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<b>B.1 SUBMIT DOCUMENTS AT TIME OF BID RESPONSE DUE DATE</b>	
<input type="checkbox"/> Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractors <b>(Prior to Award, but effective at time of bid)</b>	_____
<input type="checkbox"/> License(s) or Certification(s) Required by the Specifications. <b>Submit documents with bid response.</b>	_____
<input type="checkbox"/> Other: CD with PDF of Bid response and Excel spreadsheet "Bid Table" (ref page 1)	_____
<b>B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE</b>	
<b>"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"</b>	
<input checked="" type="checkbox"/> Business Registration Certificate - Bidder must possess a certificate at time of bid opening	_____
<input type="checkbox"/> Business Registration Certificate – Designated Subcontractor(s)	_____
<input checked="" type="checkbox"/> Prohibited Russia-Belarus Activities & Iran Investment Activities - Prefer with bid response. Required by law prior to award of contract.	_____
<b>C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID <u>MAY</u> BE CAUSE FOR REJECTION</b>	
<input type="checkbox"/> Catalog/Price List	_____
<input type="checkbox"/> Product Samples	_____
<input type="checkbox"/> Certification of Available Equipment	_____
<input type="checkbox"/> Authorization for Background Check	_____
<input type="checkbox"/> Three (3) references for similar projects	_____
<b>D. READ ONLY</b>	
<input checked="" type="checkbox"/> Americans With Disability Act of 1990 Language	_____

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name & Title

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

**TO THE SOMERSET COUNTY LIBRARY COMMISSION:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver the below goods/service pursuant to the bid specification and made part hereof:

**Open-Ended Contract for WiFi Hotspots and 2 years supporting cellular data service**

TOTAL BID (in words)	_____	TOTAL BID	\$ _____
HOTSPOT	\$ _____ Individual cost per hotspot device, if not provided free of charge	MONTHLY SERVICE FEE PER LINE	\$ _____ Individual cost per month per line/device (exclude sales tax, include tariffs and fees)

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

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Signature of Authorized Agent Type or Print Name

\_\_\_\_\_  
 Title of Authorized Agent Date

\_\_\_\_\_  
 Telephone Number Email Address

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

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF ss:

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

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

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

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

Subscribed and sworn to

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

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

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

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



**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**PART II**

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

**OR**

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

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

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

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

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

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

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

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

**PART IV Certification**

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

\_\_\_\_\_

Full Name (Print)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**AFFIRMATIVE ACTION STATEMENT**

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

**REQUIRED EVIDENCE**

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

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a photo static copy of such approval.

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

YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a photo static copy of such certificate.

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

## **AFFIRMATIVE ACTION**

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

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity of expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make attempt in good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents

Federal Letter of Affirmative Action Plan Approval

Certificate of Employee Information Report

Affirmative Action Employee Information Report (Form AA302 – available upon request)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27**.

## **AMERICANS WITH DISABILITIES ACT**

### **Mandatory Language**

#### Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the SCLC do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 *et seq.*), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

## 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 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.

## 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:

[www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf](http://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.

**Part 3: Certification of True and Complete Information**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 System of New Jersey is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Somerset County Library System of New Jersey to notify the Somerset County Library System of New Jersey 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. 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 System of New Jersey and that the Somerset County Library System of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**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.