



**OCEAN COUNTY LIBRARY
101 WASHINGTON STREET
TOMS RIVER, NEW JERSEY 08753**

***REQUEST FOR COMPETITIVE CONTRACT FOR A
FINANCIAL MANAGEMENT SOFTWARE SYSTEM***

**NOTICE OF COMPETITIVE CONTRACTING PROPOSAL FOR A
FINANCIAL MANAGEMENT SOFTWARE SYSTEM**

NOTICE IS HEREBY GIVEN that sealed proposals for the furnishing and implementation of a Financial Management Software System for the Ocean County Library, will be received by the Library Buyer at the Toms River Library, on Tuesday, May 2, 2017 at 11:00 AM, EST, at the Toms River Library Administrative Offices, 2nd Floor , 101 Washington Street, Toms River, New Jersey 08753.

Specifications (Scope of Project) may be obtained at the Toms River Library, Administrative Offices, 101 Washington Street, Toms River, New Jersey 08753 or on our website, www.theoceancountylibrary.org

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all proposals is reserved.

By order of the Ocean County Library Commission.

Signed: **SUSAN QUINN**
Director

PHIL ROSENOW
Buyer

INSTRUCTIONS TO PROPOSERS

1. All Proposals:

- **WILL BE OPENED PUBLICLY IN THE ADMINISTRATION OFFICES, 2ND FLOOR, 101 WASHINGTON STREET, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE OF COMPETITIVE CONTRACTING PROPOSAL FOR ACCOUNTING SOFTWARE.**
- **MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE PROPOSER & THE NAME OF THE PROPOSAL (FINANCIAL MANAGEMENT SOFTWARE SYSTEM) AND THE DATE OF PROPOSAL OPENING ON THE OUTSIDE.**
- **WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE BUYER OR LIBRARY REPRESENTATIVE AT THE TIME THE PROPOSALS ARE CALLED FOR.**
- **WHICH ARE TO BE MAILED, SHALL BE MAILED TO THE:**

**OCEAN COUNTY LIBRARY
ATTN: PURCHASING DEPARTMENT
101 WASHINGTON STREET
TOMS RIVER, NJ 08753**

AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED.

- **THE LIBRARY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO PROPOSALS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE OF COMPETITIVE CONTRACTING PROPOSAL FOR A FINANCIAL MANAGEMENT SOFTWARE SYSTEM..**
- ## **2. Proposers must complete and sign all documents included with the proposal package:**
- **NON-COLLUSION AFFIDAVIT**
 - **AFFIRMATIVE ACTION QUESTIONNAIRE**
 - **SIGNATURE PAGE**
 - **STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)**
 - **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)**
 - **ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS (SCOPE OF PROJECT)**
 - **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Failure to do so, will be cause for rejection. Each proposal must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred)

3. The Library reserves the right to reject any or all proposals, or to waive any informalities in the proposals and unless otherwise specified by the proposer, to accept any item in the proposal, should it be deemed in the best interest of the Library to do so.

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

5. The proposer, if awarded a contract, agrees to protect, defend and save harmless the Library against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the Library from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

6. INSURANCE REQUIREMENTS:

A: GENERAL REQUIREMENTS

1. The Contractor shall provide and pay for insurance coverage of such types and in such amounts as will completely protect the Contractor and the Ocean County Library (OCL), its agents, servants, employees and assigns against any and all risks of loss or liability arising out of this Contract.
2. The insurance should be furnished by insurance companies with an A-VIII or better rating, as published in the most recent edition of "Best Insurance Key Rating Guide" and authorized to conduct business in the State of New Jersey.
3. It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not rated in the Best Guide, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Risk Manager or the County Counsel.
4. The Vendor shall furnish the Library with Certificates of Insurance, naming the Library as an additional insured, as respects ongoing and completed operations. The Certificate shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for thirty (30) days written notice to the Library by registered mail prior to any modifications, cancellation, non-renewal, change in coverage or limits in liability.
5. The policies must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the Library as additional insured, for a term of two (2) years beginning on the date of final acceptance. In the event of interruption of coverage for any reason, all work under the Contract shall cease and shall not resume until coverage has been restored.
6. The Contractor shall insure that any sub vendor(s) have in force during the term of this contract insurance equal to the coverage as herein set forth, or shall make arrangements to insure that the activities of any sub vendor(s) are included under the Contractor's policy.
7. The Certificate and endorsements are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the Library nor failure to disapprove Certificates of Insurance furnished by Vendor shall release Vendor of full responsibility for all liability and casualty claims or losses. Insurance is required as measure of protection and Vendor's liability is not limited thereby.
8. The Certificate shall be subject to the review and approval of the Library and Ocean County Risk Manager.

9. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, change or be canceled, it will be the responsibility of the Vendor to furnish to the Library a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage.
10. Any policy of insurance that is written on a claims basis shall, under the terms of this contract, be renewed or extended for a period of not less than three (3) years, proof of such extensions shall be annually presented to the Risk Manager for the County of Ocean.

B. SPECIFIC COVERAGE REQUIREMENTS

The following items are the minimum mandatory types of insurance coverage to be carried under the preceding requirements.

(a) General Liability in a comprehensive form, with minimum limits as follows:

1. Each Occurrence	\$ 1,000,000
2. Damage to rented or Leased Properties	\$ 100,000
3. Medical Expense	\$ 5,000
4. Personal & Adv. Injury	\$ 1,000,000
5. General Aggregate	\$ 2,000,000
6. Products —Completed Operations Aggregate	\$ 2,000,000
7. Personal Injury	\$ 2,000,000

(b) Workers Compensation - Statutory Limits, Employers Liability - with minimum limits of - \$1000/1000/1000

(c) Motor Vehicle Liability Insurance in a comprehensive form with minimum limits: \$ 1,000,000 CSL

1. Owned Vehicles
2. Hired/Leased Vehicles
3. Non-Owned Vehicles

(d) Excess / Umbrella Liability Insurance with minimum limits of \$ 1,000,000

(e) Professional /Errors and Omission (E&O) Liability with minimum of \$ 2,000,000 Coverage must be continued for a period of 2 years from the project completion date.

Indemnification: The Contractor shall indemnify and save harmless the OCL and all of its appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnities"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnities incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the vendor of any obligation of this agreement, or any wrongful or negligent act or omission of the vendor or any employee or agent of the vendor. The indemnity described in this section will survive the termination or completion of this agreement and, notwithstanding such termination or completion, and shall continue in full force and effect for the benefit of the Indemnities.

Patents, Royalties & Licenses: Contractor shall pay all patent and license fees, taxes and royalties (if any) and assume all costs incident to the Contractor's use of all materials and equipment necessary for the Contractor's performance of the Work. Contractor shall indemnify and hold harmless the OCL and its officers, directors, employees, agents, and other vendors from and against all claims, costs, losses and damages resulting from any infringement of patent rights or copyrights, or license fees or similar assessments arising from the Vendor's failure to pay all patent and license fees, taxes and royalties (if any) that are due and owing in connection with the Contractor's provision of materials and services to the OCL.

No Third Party Beneficiaries: The Contractor and the OCL agree nothing contained in the Contract Documents shall confer upon any person or entity any third party rights against the OCL or the Contractor.

7. It is to be understood by the proposer that this proposal is submitted on the basis of specifications (Scope of Project) prepared by the Library and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

8. A copy of proposer's New Jersey Business Registration Certificate should be included with the proposal. If it is not, it will be required prior to award of the contract.

9. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Library. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

10. Payments will be made upon the approval of vouchers submitted by the successful proposers in accordance with the requirements of the Library Commission and subject to the Library Commissions customary procedures. The Library will not pay interest or late fees regardless of language provided.

11. Contract will be awarded for a (1) year period. (Sample contract attached.)

12. 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 OWNER of the extended totals shall govern.

13. Award will be made by Ocean County Library Commission within sixty (60) days after receipt of proposals.

14. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable.

15. The Library is exempt from any State sales tax or Federal excise tax.

16. For purpose of evaluation where an equivalent product is being furnished, proposer must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the proposal complies with our specifications.

17. Quantities shown are approximate and the Library reserves the right to decrease or omit quantities. The Library also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price provided.

18. The contract shall be in effect for (1) year from date of award or until delivery is complete unless otherwise stated. The Library reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

19. Proposals may be hand delivered or mailed per legal notice to proposers. In the case of mailed proposals the Library assumes no responsibility for proposals received after the designated date and time and will return late proposals to the proposers unopened.

20. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Library, upon which delivery locations and needed quantities shall be indicated.

21. "All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable."

22. **Public Works Contractor Registration Act**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.
- Contractors are encouraged to submit their and all named contractors' Public Works Contractor Registration Certificates with the bid.

23. This agreement shall not be assigned without the written consent of the Ocean County Library.

24. NJ ONE CALL. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

25. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of P.L. 1995, Chapter 384 enacted on January 10, 1996 which requires that the Ocean County Library shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

26. **New Jersey Business Registration Requirements.** 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:

- The contractor must provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors must collect such proofs of business registration and maintain them on file;
- 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,
- During the term of this contract, the contractor and its affiliates must collect and remit, and must 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.


Please see samples of acceptable Business Registration Certificates on next page.

27. **Pay to Play Requirements:** The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
ADDRESS:	ISSUANCE DATE:
EFFECTIVE DATE:	<i>J.P. & Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN. THE CERTIFICATE MUST BE DATED PRIOR TO THE RECEIPT OF BIDS.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

: ss

COUNTY OF _____ :

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
Ocean County Library 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 _____.
(N.J.S.A. 52:34-15). (Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the LIBRARY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the LIBRARY 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 LIBRARY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the LIBRARY, 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 LIBRARY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the LIBRARY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the LIBRARY or if the LIBRARY 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 LIBRARY 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 LIBRARY or any of its agents, servants and employees, the LIBRARY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the LIBRARY or its representatives.

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

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

The Ocean County Library does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Ocean County Library shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The Ocean County Library considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any Library employee, nor shall any Library personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Ocean County Library".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of _____, having principal offices

at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

"SIGNATURE PAGE"

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS
OWNING MORE THAN 10% OF _____

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

		PERCENTAGE OF OWNERSHIP
NAME _____	ADDRESS _____	_____
NAME _____	ADDRESS _____	_____
NAME _____	ADDRESS _____	_____
NAME _____	ADDRESS _____	_____
NAME _____	ADDRESS _____	_____
NAME _____	ADDRESS _____	_____

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE _____

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name and Title

of

Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

PROPOSAL DOCUMENT CHECKLIST

Title: FINANCIAL MANAGEMENT SOFTWARE SYSTEM

Items Required with Proposal	Submission Requirement	Items Submitted (Proposer's Initials)
X	Non-Collusion Affidavit	
X	Affirmative Action Questionnaire	
X	Signature Page	
X	Statement of Ownership (Chapter 33 of the Laws of 1977)	
X	Acknowledgment of Receipt of Addenda or Revisions (if issued)	
X	Cost Proposal/Appendix A	
X	Copy of Bidder's New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran Form	
	Catalogs / Price Lists	
	Certification of Available Equipment	
	Certified Financial Statement	
	Compliance Responses	
	Contractors Data Sheet	
	Descriptive Literature and Technical Specifications	
	Product Samples	
	References	

THE UNDERSIGNED PROPOSER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

OCEAN COUNTY LIBRARY

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF OPENING. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.

INTENT

The purpose of this proposal package is to provide the Ocean County Library with a provider who will supply the materials/services described and specified herein.

COMPETITIVE CONTRACT STATEMENT

Competitive Contracts as defined by N.J.S.A. 40A:11-4.1, are subject to various specific legal and procedural requirements. A vendors response to a Competitive Contract Proposal must include all pricing and information that is set forth in the Request for Competitive Contracts (the RFCC). Failure to meet all requirements of the RFCC may result in disqualification of a vendor's submission as non-responsive. By Statute, under no circumstance shall the provisions of the response be subject to negotiation. Vendors that submit multiple alternate submissions will be rejected. All costs associated with your response must be included at the time of submission in your price. Additional reimbursable expenses for travel, delivery of services etc. will not be allowed. These costs must be included within your base price.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the Ocean County Library which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the Library shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

PROPOSAL REVIEW

Proposals may be reviewed once the proposal opening meeting has concluded. Additionally, proposal results are available in the Ocean County Library Purchasing Department on the day following the openings for any interested party that may wish to review them.

AVAILABILITY OF FUNDS

The Library's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Library for payment of any money shall arise unless, and until funds are made available each year to the Director of the Library.

INFORMALITIES

The Ocean County Library reserves the right to reject any or all proposals, to waive any informality in proposal, to accept in whole or in part such proposal or proposals as may be deemed in the best interest of The Ocean County Library.

MODIFICATIONS & WITHDRAWALS

Telegraphic or Electronic proposals will not be considered. Proposals may be withdrawn based on written

request received from the proposer prior to the time fixed for opening. No right for withdrawal exists after the proposal has been opened. Written request shall be signed by the proposer or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Proposers are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the Library upon due notice of deficiency.

WARRANTY

Manufacturers warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make and exact models proposed as substitutes shall also be submitted on proposer's letterhead with any proposal contended to be "equivalent."

AVAILABILITY AND DELIVERY

The proposer must indicate the number of days required for the delivery After Receipt of Orders (A.R.O.)

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Ocean County Library, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Library's request.

COMPLIANCE TO MINIMUM REQUIREMENTS

EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of a new and unused **(FINANCIAL MANAGEMENT SOFTWARE SYSTEM)** with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All proposers must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a proposer is basing his proposal on equipment other than what is specified in these documents and wishes the equipment he proposes to be considered as an "approved equal", they shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this proposal. Failure to comply will result in rejection of proposal.

Proposal for the furnishing and delivery of a **Financial Management Software System** for the Ocean County Library.

To the Ocean County Library Commission.

Gentlemen/Ladies:

The undersigned hereby declare that they have carefully examined the advertisements and specifications for the **Financial Management Software System** and that they will complete the said contract in all respects according to the specifications.

[Partnership]

The undersigned is a [Corporation] under the laws of the State

[Individual]

Of

Having principal offices at

Name of Company, Corporation, or Individual
Please Print

Signed by:

Official Title

Address

Telephone () _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART I BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE;

Pursuant to Public Law 2012, e. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL

ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER

Name _____	Relationship to Bidder _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder Contact Name _____	Contact Phone Number _____

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

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT, made this **XX** day of **XXXXXX** between the Ocean County Library Commission, having its principal office and place of business at 101 Washington Street, Toms River, New Jersey 08753 hereinafter referred to as the Party of the First Part, and **XXXXXXXXXXXXXXXXXX**, hereinafter referred to as the Party of the Second Part, in Consideration of the premises, it is mutually agreed between the parties hereto as follows:

1. That the Party of the Second Part herein was the successful provider on **XXXXXXXXXX** of proposals received for a Request for a Competitive Contract for a Financial Management Software System for the Ocean County Library System which the Party of the First Part shall require in the normal performance of its business.
2. That the item(s) to be furnished by the party of the Second Part, namely, above, shall be furnished and delivered to the Party of the First Part at the prices and conditions stated in the Proposal of the Party of the Second Part in accordance with the published Notice to Proposers, Specifications, which are attached hereto and made a part of hereof, along with said Proposal.
3. That during the performance of this contract, the Contractor agrees as follows:
 - a. 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 or sex. 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 or sex. Such action 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
 - b. 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 or sex;
 - c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative 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;
 - d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
 - e. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127,

SAMPLE CONTRACT

as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

- f. The Contractor or Subcontractor agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- g. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform 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;
- h. The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

(* PROVISIONS (d), (e), (f), (g) or (h) not required for Subcontractors with four (4) or fewer employees, or a Contractor who has presented evidence of a Federally-approved or sanctioned Affirmative Action Program.)

- 4. That the materials/equipment/services, to be acquired by this contract shall be by purchase order only and shall be approved as to funds available by the Ocean County Library Commission, who shall encumber said funds when the purchase order is issued.
- 5. The Contractor shall perform in strict compliance with the specifications. The Contractor or Contractor=s employees must sign in upon their arrival before commencing any work at each location. At the conclusion of work at the branch, the same worker will sign out. The Contractor or Contractor=s employee will supply a written report of work performed during the period. Failure to comply with the above will indicate that the work was not performed.

SAMPLE CONTRACT

6. No Assignment

This agreement shall not be assigned without the written consent of the Library which consent shall not be unreasonably withheld. The Library may require Assignee to complete such documents as may be required.

Term Defined

For purposes of this agreement the term 'assignment' shall mean and include, in addition to its ordinary usage but not limited to, the sale, transfer, gift, exchange, devise or purchase directly or indirectly of the stock, note, bond, debenture, option, subscription, warrant or right to purchase such securities, or any other instrument of a similar nature wherein the holder becomes the beneficial owner of more than 10 percentum of the equity of the assignor.

7. That the contract number must be placed on all papers, documents, invoices and vouchers pertaining to said contract, the number being XXXXX

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper respective officials and representatives and affixed their respective corporate seals this **XX** day of **XXXXXXXXXX**.

ATTEST:

OCEAN COUNTY LIBRARY COMMISSION

Phil Rosenow, Buyer

By _____
Susan Quinn, Director

ATTEST:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(title)

By _____

(title)

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

1. Introduction

The Ocean County Library (OCL) is soliciting a Request for Competitive Contract (RFCC) for a Financial Management Software System. OCL is currently using Blackbaud Fundware for general ledger, accounts payable and cash receipting. The desired software system would be a turnkey system, specifically designed to provide electronic solutions for non-profit fund accounting, project accounting, budgeting, cash receipting, accounts payable, fixed assets, and bank reconciliation, with the ability to import or export data directly to Microsoft Office Applications and a four-part form purchase order system. OCL may also be interested in additional modules for grant management, miscellaneous billing and purchase orders.

Software applications that are non-cloud-based are of interest to the Ocean County Library, and Vendors that offer financial software systems that can be so deployed are encouraged to respond.

It is the Ocean County Library's preference to enter into an agreement with a single Vendor who can provide the complete range of required and desired modules, along with excellent customer service support. The selected Vendor will be able to demonstrate that they possess the organizational, functional, technical, and customer service capabilities to perform the services requested. The Ocean County Library will rely upon the Vendor's expertise to develop, deliver, implement, train, and maintain solutions that fulfill the defined business requirements.

This will be a competitive negotiation process. The Ocean County Library reserves the right to reject all proposals, issue another Request for Competitive Contract (RFCC), and to waive any minor informalities or irregularities contained in any proposal. This RFCC does not commit the Ocean County Library to reimburse vendors for proposal submission costs. Price is an important consideration in the process, but not the only consideration. Other factors include responsiveness to the Library's purpose and scope, the software quality and features, ability to provide optional features, relevant experience and technical support, references and cost. See section 3.2 for full evaluation criteria. The selection of finalists and the final award will be determined based on the proposal submitted by a qualified vendor that best meets the needs of the Ocean County Library as determined by the Ocean County Library. The Ocean County Library reserves the right to reject any or all proposals.

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

1.1. Overview of Library

Ocean County Library is a public library system that serves 32 municipalities out of the 33 municipalities of Ocean County, New Jersey. Beach Haven on Long Beach Island is not a member municipality. The Headquarters branch is in Toms River. OCL currently uses a system separate from the current financial management software for Payroll and Human Resources. Direct system users are expected to be approximately five. Limited system users (ability to view or run reports) are expected to be approximately ten.

The Library's Finance Department provides the following financial services:

- Accounts Payable
- Purchase Order Processing
- Bill Processing
- Vendor Verification
- Accounts Receivable
- Money Handling
- Bank Reconciliation
- Budget Tracking and Maintenance
- General Accounting and Reporting
- Payroll Processing

Visit the Ocean County Library website at theoceancountylibrary.org for more information.

1.2. Preliminary Schedule

Milestone	Scheduled Date
RFCC Published	April 4, 2017
Vendor Questions Due	April 21, 2017
RFCC Submittal Deadline;	May 2, 2017

The Ocean County Library reserves the right to modify the schedule as its sole discretion may determine necessary.

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

1.3. Proposal Requirements

All proposals must be enclosed in a sealed envelope, containing (1) original and (3) copies of the Competitive Contract Proposal, bearing the name and address of the proposer and the date and time of the proposal opening on the outside of the envelope. Proposals are to be marked "Request for Competitive Contract for a Financial Management Software System." Hand delivered proposals are due in the library administrative offices no later than 11:00 AM, EST on May 2, 2017, mailed proposals are due by 10:30AM, EST on the same date. Proposals submitted after the deadline date and time will not be accepted. All proposals and accompanying documentation will become the property of the Ocean County Library and will not be returned. Contractors accept all risk of late delivery of mailed proposals.

Submittal address:

Ocean County Library
Attn: Purchasing Department
101 Washington St.
Toms River, NJ 08753

Electronic submittals are NOT acceptable.

1.4. Communications with the Ocean County Library

Any questions regarding the submittal process may be made via e-mail to Phil Rosenow, Buyer at prosenow@theoceancountylibrary.org. Technical aspect questions should be directed to Dave Evans, Technology Supervisor at devans@theoceancountylibrary.org or Jennifer Woodman, Budget Officer at jwoodman@theoceancountylibrary.org Only e-mail communications will be accepted.

2. Proposal Format and Requirements

Vendors

- Vendors must submit the cost proposals on the form provided. (Appendix A)
- Pricing must be detailed by module.
- Pricing must include all costs related to software, hardware required, conversion of existing data where specified, installation, training, final implementation and annual support and licensing costs.
- Vendors who choose to submit a joint RFCC by combining various software packages must submit a single RFCC identifying the responsible vendor for each module.
- Vendors selected by the Ocean County Library shall be available to provide a demonstration of programs proposed during the post RFCC evaluation process.
- Vendor selected by the Ocean County Library will be required to provide a database schema showing table contents and inter-relationship, as well as database and field listings and definitions.

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

General System

- A. Full integration between financial modules, open integration with other systems
- B. Must run on MS Windows
- C. Compatibility with MS Office applications
- D. Single entry of information updating multiple modules
- E. Windows client, ease of use, ability to view increasing levels of detail
- F. Dashboard analytics for high level management and viewing
- G. Ability to attach images (scanned or electronic documents)
- H. Ability to assign various levels of access and security
- I. Real time processing
- J. Ability to customize fields and reports
- K. Easy export of data and ability to create ad hoc reports and queries
- L. Reliable, responsive customer support

Specific System

The Ocean County Library intends to purchase an integrated system that encompasses the following:

Required:

- A. Financial Accounting
 - a. General Ledger
 - 1. Create journal entries for payroll and chargebacks
 - 2. Stages of Purchase Orders (Invoice, Encumbrance, Paid)
 - b. Budgeting (Multi Year Budgeting Preferred) (Integrated with General Ledger)
 - c. Accounts Payable
 - 1. Capability to enter chargebacks
 - d. Accounts Receivable
 - 1. Capability to enter revenue
 - e. Project Accounting (integrated with General Ledger & Accounts Payable)
 - f. Cash Receipting (integrated with General Ledger)
 - g. Inter-fund Transfers and Allocations
Banking/Reconciliation
 - h. Capability of Account and Budget Adjustments
- B. Reporting
 - a. Standardized Reports
 - b. Ad hoc or ability to easily create custom reports or queries
 - c. Expenditure Statements
 - 1. Reports should be available to run by the following criteria:
 - 1.1 Date
 - 1.2 Vendor Name
 - 1.3 Purchase Order Number
 - 1.4 Fund Account
 - 1.5 Line Item
 - 1.6 Cost Center (Location Identifier)
 - 1.7 Invoice Number

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

- C. Technical
 - a. System must be MS Windows based and use MS SQL as its database engine
 - b. System must run on a Windows based Server Platform
 - c. System must run on premise, no cloud based solutions
 - d. System must be fully compatible with Hyper V

Optional:

- A. Contract Management (integrated with General Ledger, Accounts Payable, Budget)
- B. Purchase Orders
- C. Fixed Asset Tracking (integrated with General Ledger, Accounts Payable) Grant Management

Conversion Needs:

- A. General Ledger: Nine-years of historical and year to date transactional data
- B. Accounts Payable: Vendor Master File
- C. Transferrable Lines of Accounting

The configuration of the system is critical to the successful operation and long-term viability of the applications. The hardware, software, and network must all work well together to form a total system. The Vendor(s) selected must work cooperatively with OCL's network administrators to ensure that the network is properly configured for use with the financial software system.

Proposal Criteria

Vendor responses must include:

- A. Executive summary
 - a. Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.
- B. Company profile
 - a. Provide company contact information, how long you have been in business, and what services you provide.
- C. Experience and qualifications
 - a. Identify individuals and list qualifications of key personnel who would be assigned to this project. Specify the Project Manager who will serve as a contact person.
- D. Cost proposal summary
- E. Deployment process
- F. Technical support services
- G. Customer References
 - a. A list of appropriate clients similar in size and organizational type shall be provided. At least three references shall be provided. Provide the names, telephone numbers, and titles of contacts where the vendor's software is currently in use.

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

The vendor must bid by module and identify the services encompassed within each module, detailing the cost/licensing fee, training hours and cost, conversion plan and cost, and annual maintenance/license fee.

3. Evaluation Process

3.1. Review Process

A team of reviewers will rate proposals. After the proposals have been evaluated, the reviewing team will determine whether formal presentations, demonstrations and/or interviews are necessary, and if so, which vendors will be invited to participate.

3.2. Evaluation Criteria

Proposals will be ranked based upon the quality, clarity and completeness of the written proposal, the ability to meet OCL's functional and technical requirements, software scalability and ease of use, the qualifications, experience, and references of the vendor, the outcome of system demos and total cost of ownership. All proposals will be evaluated using the same criteria. Consequently, the Ocean County Library may select other than the lowest cost proposal. Criteria will be weighted as follows:

- Responsiveness:** OCL will consider the submission by the vendor to determine whether the proposal is responsive to the purpose and scope (10%)
- Software Quality and Features:** Ability to provide and support the required features in a user friendly environment (30%).
- Ability to provide optional features** (15%).
- Relevant Experience and Technical Support:** Experience in successful software conversion, implementation and maintenance as well as dedicated resources and technical support during and after implementation (15%)
- References** (10%)
- Cost:** Proposed cost of acquisition, installation, conversion, training, licensing, and annual maintenance/licensing. (20%)

The Ocean County Library reaffirms its right to make any selection it deems prudent, and further affirms its right to reject any or all proposals. Responding vendors or individual participants acknowledge through their participation that such selection or rejection is not subject to protest or contest.

Submission of a proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline and will become part of the contract that is negotiated between the Ocean County Library and the successful vendor.

4. Compensation

Contract Award and Execution

Ocean County Library- Request for a Competitive Contract for a Financial Management Software System- Scope of Project

The Ocean County Library reserves the right to make an award without further discussion of the proposal submitted. OCL shall not be bound or in any way obligated until both parties have executed a contract. OCL also reserves the right to delay contract award and/or not to make a contract award.

The Ocean County Library will pay invoices submitted by the selected vendor as progress is made on the implementation project and agreed upon service as stipulated in the final agreement consistent with the current bill processing schedule.

