

***REQUEST FOR
COMPETITIVE CONTRACT FOR***

**SELF-CHECKOUT HARDWARE, SOFTWARE INCLUDING CREDIT
CARD ACCEPTANCE, SHIPPING, INSTALLATION, TRAINING,
PROJECT MANAGEMENT AND ONGOING MAINTENANCE
FOR THE OCEAN COUNTY LIBRARY**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Library Buyer for the Ocean County Library, County of Ocean, State of New Jersey, on Wednesday, October 24, 2018 at 11:00 AM, EST, at the Toms River Library Administrative Offices, 2nd Floor, 101 Washington Street, Toms River, New Jersey 08753 at which time and place proposals will be opened and read in public for:

the furnishing and implementation of Self-Checkout hardware, software including credit card acceptance, shipping, installation, training, project management and ongoing maintenance to replace twenty-five (25) current self-check models with forty (40) self-check units with credit-card acceptance.

Specifications (Scope of Project) and other proposal information may be obtained at the Toms River Library, Administrative Offices, 101 Washington Street, Toms River, New Jersey 08753 during regular business hours, Monday through Friday, 9 AM to 5 PM EST, or on our website, www.theoceancountylibrary.org. Proposals must be enclosed in a sealed package bearing the name and address of the proposer and "Self-Check Units" on the outside, addressed to Phil Rosenow, Purchasing Department, at the address above.

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 and Statutory Requirements

I. SUBMISSION OF PROPOSALS

A. Sealed proposals shall be received by the Ocean County Library hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

B. Sealed proposals shall be received by the designated representative at the time 11:00 am at the Administration Offices, 2nd Floor, 101 Washington Street, Toms River, New Jersey as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The proposal shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the proposer written on the face of the envelope, and (3) clearly marked "Self-Check Units." The proposer shall include one original and one copy of its proposal in its proposal submission.

D. It is the proposer's responsibility to present proposals to the owner prior to or at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. Proposals sent by express mail or delivery service must either 1) include the designation in subsection C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the owner before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

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

G. All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

H. Each proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

I. Proposer should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

- Bidder should consult the statutes or legal counsel for further information.

J. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

K. Official Request for Competitive Contract packages are available from the owner's website at www.theoceancountylibrary.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to register their contact information on the website so any addenda to these specifications can be sent to them.

L. Proposers must complete and sign all documents included with the proposal package. 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).

- Non-Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (Chapter 33 of the laws of 1977)
- Acknowledgement of Receipt of Addenda or Revisions (if issued)
- Scope of Project Acknowledgement Form
- Disclosure of Investment Activities in Iran Form

M. 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.

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

O. 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 proposer, his servants or agents.

II. INTERPRETATIONS AND ADDENDA

A. 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.

B. 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 vendor's 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.

C. OWNERSHIP DISCLOSURE

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

D. 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.

E. 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.

F. 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.

G. MODIFICATIONS & WITHDRAWALS

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.

H. 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.

I. 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.

J. 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."

K. AVAILABILITY AND DELIVERY

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

L. TRANSITIONAL PERIOD

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

M. COMPLIANCE TO MINIMUM REQUIREMENTS EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase or lease of new and unused **Self-Checkout Units with Credit Card Acceptance** 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.

N. 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.

Proposal for the furnishing and delivery of Self-Check Units hardware, software, credit card acceptance, shipping, installation, training, project management and ongoing maintenance 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 Self-Check Units and that they will complete said contract in all respects according to the specifications.

The undersigned is a [Partnership]
[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 () _____

III. INSURANCE AND INDEMNIFICATION

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 OCL with Certificates of Insurance, naming OCL 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 OCL 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 OCL 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 OCL 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 OCL.
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 OCL 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.

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

B. SPECIFIC COVERAGE REQUIREMENTS

1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limits, Employers Liability – with minimum limits of \$1000/1000/1000.

2. General Liability Insurance

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

- | | |
|--|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. Damage to rented to Leased Properties | \$ 100,000 |
| c. Medical Expenses | \$ 5,000 |
| d. Personal & Adv. Injury | \$1,000,000 |
| e. General Aggregate | \$2,000,000 |
| f. Products – Completed Operations Aggregate | \$2,000,000 |
| g. Personal Injury | \$2,000,000 |

3. Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired/leased and non-owned vehicles with minimum limits \$1,000,000 CSL shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

- a. Excess /Umbrella Liability Insurance with minimum limits of \$1,000,000.
- b. 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.

A. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business 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.

B. INDEMNIFICATION

The Contractor shall indemnify and save harmless 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.

C. 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 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 OCL.

D. 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 Proposer.

IV. PRICING INFORMATION FOR PREPARATION OF PROPOSAL

- A. OCL is exempt from any local, state or federal sales, use or excise tax. OCL will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): OCL has attempted to identify the item(s) and the estimated amounts of each item to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposals. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
- D. Proposers shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.
- F. A copy of the 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.
- G. 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 OCL will not pay interest or late fees regardless of language provided.
- H. 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.
- I. Award will be made by the Ocean County Library Commission within sixty (60) days after receipt of proposals.
- J. 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.
- K. For purpose of evaluation where an equivalent product is being furnished, proposer must indicate any variation in specifications no matter how slight. If no variations are indicated, it will be construed that the proposal complies with our specifications.
- L. 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.
- M. 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.
- N. All proposers must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
- O. Public Works Contractor Registration Act
The proposer must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
 - o All named proposers 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 proposer must be registered with the Department of Labor prior to physically starting work. It is the responsibility of the General Proposer to insure that all non-listed proposers comply.
 - Proposers are encouraged to submit their and all named contractors' Public Works Contractor Registration Certificates with their proposal.
- P. This agreement shall not be assigned without the written consent of the Ocean County Library.
- Q. NJ ONE CALL. By presenting a proposal, proposer 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 proposer 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.
- R. Special Surety Bid Requirements for Certain Construction Projects. The attention of the proposers 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 proposer shall deliver with its bid a Consent of Surety. The Proposer's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.
- S. New Jersey Business Registration Requirements. N.J.S.A. 52:32-44 imposes the following requirements on proposers that **knowingly** provide goods or perform services for a contractor fulfilling this contract:
- The proposer must provide written notice to its subcontractors and suppliers to submit proof of business registration to the proposer;
 - 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 proposer 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 proposer 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 proposer, 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.

- T. 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 Proposer/Vendor/ receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Proposer/ Vendor'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		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:		TRADE NAME:
TAXPAYER IDENTIFICATION#:		SEQUENCE NUMBER:
ADDRESS:		ISSUANCE DATE:
EFFECTIVE DATE:		<i>J.P. S. 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

V. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

1. Goods, Professional Services and General Service Contracts

Each 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:

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, Ocean County Library ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A.40A:11-18.

If boxes of the following items are checked, they are mandatory requirements of the proposal and contract.

H. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

I. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

J. NEW JERSEY 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. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers

which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

K. PREVAILING WAGE ACT

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. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

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 http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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. 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/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

M. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid (N.J.S.A. 40:11-20).

VI. METHOD OF CONTRACT AWARD

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. The form of contract shall be submitted by OCL to the successful proposer. Terms of the specifications prevail. Proposer exceptions must be formally accepted by OCL; material exceptions shall not be approved.

C. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

VII. GENERAL CONDITIONS TO THE PROPOSALS

All proposals and other material submitted become the property of Ocean County Library and may be returned only at the Library's option. Information contained in the proposals will not be disclosed during the evaluation process. Under New Jersey's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Notice of Award is issued.

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (e.g. themselves, spouse or child employed by the Ocean County Library) and if so, the nature of the conflict. OCL reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations as to the objectivity of the project to be performed by the vendor. OCL's determination regarding any questions of conflict of interest shall be final.

OCL may exclude a proposer from submitting a proposal, or may reject a proposal, after making a written determination that the proposer received payment for assistance in drafting the Request for Competitive Contract (RFCC), or gained substantial information regarding the RFCC that was not available to the public.

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and illustrates the methodology that will serve to accomplish the work.

Proposers must provide names and qualifications of all designers assigned to this project. Proposers must provide estimated time frames for completion, and schedule of deliverables.

Proposals must address all items identified in the attached specifications, Pages 17 -23.

OCL may elect to conduct discussions with responsible proposers who submit proposals determined to be eligible for award. The purpose of these discussions will be to clarify and assure proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the Library may not disclose information derived from proposals submitted by competing proposer.

VIII. PROJECT SCOPE / SPECIFICATIONS

1. Introduction

The Ocean County Library (OCL) is soliciting a Request for Competitive Contract (RFCC) for self-check-out hardware, software, credit card acceptance, shipping, installation, training, project management, and ongoing maintenance to replace 25 current Self-Check models with forty (40) Self-Check models. The new models must be Top-Of-The-Line units with Credit Card Acceptance Capabilities and accompanying Hardware & Software. It is OCL's preference to enter into an agreement with a single Proposer who can provide the complete range of required and desired modules, along with excellent customer service support. The selected proposer will be able to demonstrate that they possess the organizational, functional, technical, and customer service capabilities to perform the services requested. OCL will rely upon the Proposer's expertise to deliver, implement, train, and maintain solutions that fulfill the defined business requirements.

This will be a competitive negotiation process. OCL 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 OCL to reimburse proposers 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/hardware quality and features, ability to provide optional features, relevant experience and technical support, references and cost. See section 7 for full evaluation criteria. The selection of finalists and the final award will be determined based on the proposal submitted by a qualified proposer that best meets the needs of the Ocean County Library as determined by the Ocean County Library. OCL reserves the right to reject any or all proposals.

2. Among other benefits, the proposed systems should provide:

- Enhanced patron service;
- Detailed reports and configuration tools both local and system wide;
- Streamlined patron self-checkout;
- Credit Card Payment capabilities;
- Cash Payment capabilities;
- Technology subscription / leasing option

The proposed system must be optimized for use in a library environment, be efficient in its design through the elimination of redundant features and be expandable.

3. Place of Manufacture

To ensure ready availability of components, parts, and supplies, all major elements of the system must be warehoused in the U.S.A. or the proposer must demonstrate the ability to have parts available within 24 hours of request.

4. Technical Requirements

a. General System Requirements

- i. All system components must be ETL or UL, and FCC Part 15-Certified; SIP2, RS-232, TCP/IP Ethernet 10/100/1000, 802.11n (wireless) compliant; and meet the EU RoHS and WEEE Directives.
- ii. If proposed vendor is not manufacturer of proposed equipment, vendor must disclose name of manufacturer and country of origin.
- iii. Responses from organizations re-selling self-check units manufactured by third parties will not be accepted.
- iv. Responses from organizations re-selling self-check units manufactured outside the U.S. will not be accepted.

- v. The proposed system and all of its components must be entirely compatible with, and in no manner interfere with, the integrated library system, its computer clients, or other components.
- vi. The proposed system must be compatible with and interface with Polaris ILS version 5.0 and higher.
- vii. The proposed system must interface with the Library's existing automated library system (Polaris) using the SIP, SIP2, or NCIP protocol. This must not use a proprietary ILS connection.
- viii. The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector and secured wireless network.
- ix. The vendor must offer a 12-month 100% money-back performance guarantee on all equipment purchased or leased and covered by 12-month warranty or service agreement.

b. Self- Checkout Requirements

- i. Proposed system must include self-contained table top and kiosk designs. All Self-checkout components must be contained within the body of unit with no external components. These components include: touch-screen monitor, self-check computer, receipt printer, barcode scanner and RFID reader.
- ii. Proposed system must be offered in White or Black, with the option of OCL personalizing the kiosk with OCL customizable designed wrapping.
- iii. The proposed system must be capable of processing both item barcodes and RFID tags in the same transaction.
- iv. The proposed system must read the codabar type of barcode patron cards.
- v. Proposed system must be capable of reading library card barcodes from smartphones.
- vi. The proposed system must utilize a surface capacitive touch screen. Optical, resistive, surface acoustic wave screens will not be accepted.
- vii. The proposed system must have the ability to print out all information for a patron check-out or check-in transaction on a single receipt. Such receipt should be customizable to incorporate library identity, hours etc.
- viii. The proposed system must have the ability to perform check-in and check-out functions using RFID tags or barcodes without reconfiguration.
- ix. The proposed system must allow the customer to perform item renewals without being required to have the item physically present.
- x. The proposed system must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.
- xi. The proposed system's self-checkout units must have customizable messages based on patron and item status.
- xii. The proposed system must display ILS system information relating to the patron or item status.
- xiii. The proposed system must provide visual and audible feedback during the transaction.
- xiv. The proposed system must have the ability to display select information from the patron record, such as number of items checked out, number of items on hold, outstanding fine information without compromising patron privacy.

- xv. The proposed system must display multiple language options on self-check unit banners, instructions and messages. Bidder must offer a wide variety of languages and provide a list of the languages currently supported. The system must allow the library to select 4 languages to be user selectable on one self-checkout system. System should also offer a selectable option within the user interface that will open up a menu of all languages available.
- xvi. The proposed system must have the ability to perform off-line transactions and maintain records of all items checked out when the ILS is offline, and then upload transactions when the ILS is back online.
- xvii. The proposed system must provide performance statistics that can be accessed through a web browser. Data must be broken down by day of the week and hour of the day. Data must include: Number of transactions, type of transaction, and number of successful and unsuccessful transactions. Statistics must be able to be exported to a comma separated value (csv) file.
- xviii. The proposed system must offer the patron the option of email, paper receipt or no receipt.
- xix. The proposed system must offer centralized web-based remote monitoring and diagnostics which must include instant email notification, monitoring of check-in and out rates, web-based troubleshooting, configuration, and the ability to obtain statistics for each machine from any location. These features must be standard and not require a server.
- xx. The proposed self-checkout system must provide at least 90% first time user success for the library customers. Please provide data and detail of analysis to support claim.
- xxi. The proposed system must provide Customer/Staff selectable check-out and in software feature.
- xxii. The proposed system must provide UL listing number and FCC certification numbers for complete self-checkout system.
- xxiii. The proposed system must be capable of checking out or checking in all types of print and non-print media.
- xxiv. The proposed system must only provide one screen for increased usage of self-checkout system.
- xxv. The proposed system must have at least a 19-inch wide screen monitor.
- xxvi. System must have the capability to enable off-line storing and forwarding of transactions in the event the ILS connection is unavailable.
- xxvii. System manager interface for the Self-Check must be optimized for access via a tablet computer.
- xxviii. Library staff must be able to set the fine and/or fee thresholds that will trigger a message and block the patron's checkout privileges if they exceed the maximum threshold.
- xxix. The system must be able to be configured to set the fine/fee thresholds in a manner that will trigger a message and block the patron's checkout privileges if the threshold is exceeded.

c. User Interface Requirements

i. Item Recommendations

1. Self-Checkout software must display recommended titles based on items checked out by the user.
2. The Self-Checkout must have the ability for the user to view the author's name, and a brief description of the recommended title.
3. Titles recommended must be from the library's existing materials catalog.

4. Self-Checkout must have the ability to display cover art for the recommended titles.
5. Self-Checkout software must display a rating for the recommended titles based on the items the user is checking out.
6. The user must be able to place a hold on a recommended title.
7. The user must be able to print information on recommended titles.
8. The user must be able to email information on the recommended title.
9. The self-checkout must have the capability to have the receipt appended with a library defined number of recommended titles.

ii. Promotional Content

1. Self-Checkout must be able to display a banner promotion to the user during the checkout-out process.
2. Self-Checkout must be able to rotate the banner promotion throughout the checkout process.
3. Banners must be able to be customized by staff.

iii. User Interface

1. Font size must be able to be increased by the user at any stage of the transaction.
2. The self-check software must have the option to provide a help button in the workflow that triggers a pop up alert at any terminal to notify staff in case a patron needs assistance.
3. The check-out list must be able to expand to accommodate long titles.
4. The patron must have the ability to select from a list of over 50 different languages.

d. Central Management Component

- i. Proposer must provide central management software that is comparable to 3M CIMS/Command Center Server self-check central management software.
- ii. Vendors must be able to provide screen shots, sample reports, and/or online demonstrations of all optional software features.
- iii. All software features must be internet browser-based.
- iv. The library administrator must be able to determine the access levels varying by individual permissions based on location and feature.
- v. Software features must be password protected.
- vi. Reporting features must include:
 1. Item level self-checkout transactions by day of the week across all self-checkout devices and across multiple locations.
 2. Item level self-checkout transactions by hour of day across all self-checkout devices across multiple locations.
 3. Item count by item type for all self-checkout devices across multiple locations.

4. Item count by item status for all self-checkout devices across multiple locations.
 5. Total item counts across each and every self-checkout device across multiple locations.
 6. Patron level transactions by hour of day for all self-checkout devices across multiple locations.
 7. Patron level transactions by day of the week for all self-checkout devices across multiple locations.
 8. Fines/fees transactions for all self-checkout devices across multiple locations.
 9. Total credit transactions for all self-checkout devices across multiple locations.
 10. All transactions data for all self-checkout devices across multiple locations.
 11. Fines and Fees transactions for individual self-checkout devices.
 12. Ability to export all statistical reports to a comma separated value (csv) file.
- vii. Central Management component must have hardware status monitoring capability, and must include the following features:
1. Real-time detailed monitoring for the following components:
 - a. SIP Connection
 - b. Printer
 - c. Bar Code Scanner
 - d. Touch Screen Monitor
 - e. RFID reader
 2. Real-time monitoring must work with multiple self-checkout devices at a single location.
 3. Real-time monitoring must allow for additional self-checkout devices to be added to the network in the future.
 4. The hardware component monitoring must communicate performance changes to library personnel through both a web-based dashboard display that intuitively communicates status changes in real-time, and also through email notification.
 5. Hardware status reporting must allow other library networked devices to be connected to the server and must validate this connection.
- viii. Centrally Managed Client Configuration: The central management system must have the ability to copy a configuration from a single self-checkout unit to other units across the network regardless of physical location.
- ix. Configuration copying software features should have a user interface that allows library staff to 'cut and paste' configurations quickly from any remote location that has network access.
- e. **Fines/Fees Payment Options** – the proposed system must include a unit attached to the Self-Checkout unit that provides all of the requirements listed below. The proposer must list the cost of adding the fines/fees payment system.
- i. Credit card processing for the proposed system must interface to the Library's approved credit card vendor.
 - ii. Credit/debit card payment system is deemed PCI compliant by the PCI Security Standards Council. Vendor will provide third-party documentation attesting to this fact.

- iii. The Library is able to set fines and fees thresholds, which will block a patron attempting to check out items once the maximum threshold has been exceeded.
- iv. The fines and fees system will print a separate credit/debit card and/or cash receipt from the checkout receipt.
- v. Fines and fees payment system must be from one company offering payment device, merchant bank and credit card processing services.
- vi. Vendor must offer a bracket to mount and secure proposed credit / debit payment device onto self-check system.
- vii. Methods of payment should include both chip and contactless reader.
- viii. A fines and fees system must be integrated into the self-checkout system.
- ix. System must be Payment Application Data Security Standard (PA-DSS) validated for fines and fees collection.
- x. The proposed self-check payment solution must be offered by the proposing company.
- xi. If the proposing company does not offer a self-check payment solution of its own, the proposer must disclose the name of the company and/or manufacturer of proposed payment solution.
- xii. Third-Party self-check payment solutions will not be accepted.
- xiii. The fines and fees system must be seamlessly integrated into the self-check user interface.
- xiv. The fines and fees system must provide both audible and visual feedback when responding to the interaction with the user interface.
- xv. Library staff must be able to set the fine and/or fee thresholds that will trigger a message and block the patron's checkout privileges if they exceed the maximum threshold.
- xvi. The system must be able to be configured to set the fine/fee thresholds in a manner that will trigger a message and block the patron's checkout privileges if the threshold is exceeded.
- xvii. The system must allow the library to determine minimum, partial, or full payment of fines/fees.
- xviii. The fines and fees system must accommodate credit and debit card payments.
- xix. The self-checkout must print a credit/debit card receipt separately from the checkout receipt.
- xx. The fines and fees system must accommodate cash payments.
- xxi. Fines and fees acceptance must be processed into a customer's account in real-time so that any blocks to checkouts are removed immediately upon payment.

f. Critical Requirements

- i. The Library is seeking a turnkey solution that will include hardware, software, installation, project management, staff training, and on-going support and maintenance.
- ii. All products proposed by the vendor must be UL certified; CE, C-Tick, ARIB, ETSI, FCC, IC, ADA, and CSA compliant; and must adhere to EU Waste Electrical and Electronic Equipment directives.
- iii. Vendors must be able to demonstrate a proven ability to provide and implement the following:
 - a. Real-time integration with the Library's ILS (partnership is preferred)

- b. Self-checkout units with the ability to collect fines and fees and print receipts
- c. ADA-compliance
- d. Comprehensive reporting capabilities both local & system wide;
- e. The vendor must have a ready supply of parts and products warehoused in North America for quick shipment to the Library in case of repair or replacement.

5. Replace Existing Self-Checkout Units

- a. Proposer must replace the 3M BCS-Series self-check units currently installed at the Library.
- b. The Self-Check replacements must include:
 - i. PC running Microsoft Windows 10 operating system.
 - ii. 19" or larger widescreen format touchscreen monitor.
 - iii. Optical image barcode scanner capable of reading library barcodes from a smart phone.
 - iv. Upgrades existing self-check software to the most recent version at no cost to the Library.
- c. The requirements listed must be offered both as a complete kit with field installation included and as separate components to be individually considered for purchase.

6. Proposal Criteria

Proposer responses must include:

- A. Executive summary: Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.
- B. Company profile: Provide company contact information, how long you have been in business, and what services you provide.
- C. Experience and qualifications: 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: Identify purchase summary as well as a Rent / Lease summary. Include long term maintenance summary, up to 60 months.
- E. Deployment process.
- F. Technical support services.
- G. Customer References: At least three references shall be provided. Provide the names, telephone numbers, and titles of contacts where the vendor's product is currently in use. Failure to provide valid references that meet the above criteria shall result in a lower score being assessed to the Vendor.

7. Evaluation Process

A. 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 proposers will be invited to participate.

B. 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 proposer, the outcome of system demos (if requested) and total cost of lease or 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 proposer to determine whether the proposal is responsive to the purpose and scope (10%).

Hardware Quality and Features: Ability to provide and support the required features in a user friendly environment (15%).

Software Quality and Features: Ability to provide and support the required features in a user friendly environment (15%).

Ability to provide fines and fees payment options including credit card and cash options (15%).

Relevant Experience and Technical Support: Experience in providing top of the line self-check-out kiosks in large library systems and providing technical support for Polaris integration of credit card and cash payments (15%).

References (10%).

Cost: Proposed cost of purchase or lease option, installation, shipping, training, project management 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 proposers 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 proposer'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 proposer.

8. Compensation/Payment Schedule

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. Invoices will be paid on a monthly basis in accordance with the services performed and agreed by both parties.

The Ocean County Library reserves the right to consider leases for equipment as well as purchase. Proposer must include terms for 24, 36, 48 and 60 month leases. A lease of equipment will not be considered for longer than a five (5) year term. Lease terms must include the cost of hardware/software support and maintenance. Proposer must define all other costs. Proposer must include their form of lease with proposal.

9. Maintenance

Annual maintenance fees for the length of the contract, which shall be ongoing, year to year, without limitation of any other right or remedy that exists in law or pursuant the RFCC (Contract Documents), in which the Library reserves the right to terminate based on termination conditions stipulated within this document, shall include upgrades that are required for the Ocean County Library to utilize the software for the purpose of which it has been purchased in an efficient manner. The proposer shall specify the number of hours of telephone support,

which is included in the software maintenance fee, as well as under what conditions the on-site support will be offered.

10. Ownership

All data, analyses, and any analytical process of programs and files developed for the library as a requirement of the RFCC shall be the property of the OCL and the OCL shall have use of it without further charge.

11. Termination of Contract

Termination for Cause: Without limitations of any other right or remedy that exists in law or pursuant the RFCC (Contract Documents), the Library may terminate the contract if the Proposer:

- a. Repeatedly or persistently refuses or fails to supply enough skilled workers or proper materials to perform the services required by the RFCC.
- b. Persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction.
- c. Otherwise has substantially breached one or more material provision(s) of the RFCC.

12. Representations and Warranties

- a. **Compliance with terms:** The Proposer, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.
- b. **Good Standing:** The Proposer is in good standing with all applicable licensing and professional regulatory bodies.
- c. **Binding Obligation:** The Proposal submitted constitutes a legally binding and valid offer and upon subsequent acceptance by the Ocean County Library a legally enforceable contract.
- d. **Authority:** The Proposer further attests and affirms to possessing the requisite legal right and authority to respond to the RFCC and enter into a Contract to purchase, and for the resulting transfer contemplated under the terms and conditions provided. Proposer further covenants and agrees neither the execution and delivery nor the performance of this RFCC will: (i) violate any provision of law, or any judgment, writ, injunction, decree or order of any court or other governmental authority relating to Proposer; (ii) violate any will, deed, mortgage, instrument, indenture, agreement, contract, other commitment or restriction to which Proposer is a party or by which he or she is bound; (iii) be in conflict with, or result in or constitute a breach or default (or an occurrence which by lapse of time and/or the giving of notice would constitute a breach or default), on the part of Proposer, under any such will, deed, mortgage, instrument, indenture, agreement, contract, other commitment or restriction; or (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon the Assets.
- e. **Litigation:** There are no actions, suits, proceedings or investigations pending or, to the best of Proposer's knowledge, threatened before any court, administrative agency, governmental agency or regulatory authority against Proposer which questions the validity of the transaction subject to this RFCC, the transfer of operating rights, or the right of the Proposer to enter into any of the same, or to consummate the Agreement. Proposer is not a party or subject to, and has no assets bound by, the provisions of any order, write, injunction, judgment or decree of any court or government agency or instrumentality which would reasonably be expected to have a material adverse effect on the Proposer's ability to carry out the obligations herein provided. Proposer shall promptly notify the Board of Health of the commencement of any action or proceedings with respect to any of its licenses, permits or other legal authorizations, including, but not limited to any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations, or reports of action by federal or state officials against Proposer pursuant to federal or state laws or regulations.
- f. **Insolvency:** Proposer shall inform the OCL in the event that any proceeding shall be instituted by or against Proposer in bankruptcy, or seeking liquidation, winding up, reorganization, protection, relief, or

composition of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

- g. **No Implied Representations:** Except as otherwise expressly set forth in the RFCC, the OCL makes no representations or warranties of any kind to the Proposer.
- h. **No Broker Fee:** The Parties acknowledge and agree that no broker fees or other commissions have been paid to third parties in connection with the transaction subject to this RFCC.
- i. **Renewed Promises:** All of the representations and warranties set forth in this Section shall be deemed renewed by the Proposer at the Contract award and at Closing as if made at such time and shall, to the extent applicable, survive the Closing Date.
- j. From the date of this Agreement, the OCL and the Proposer shall take all such action, both before and after the Closing, as may be necessary or appropriate to consummate the transactions provided under the terms of the Contract in accordance with the representations, warranties, conditions and agreements contained herein, and shall refrain from taking any action which would result in any of such representations or warranties not being true and correct, or any of such conditions not being satisfied, at the Closing.

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
County of Ocean 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. 52:3415). (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
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 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 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 for the 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 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 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.

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 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.

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: _____

NOTICE TO ALL CONTRACTORS

RE: AFFIRMATIVE ACTION REGULATIONS P.L. 1975 C. 127 (N.J.A.C. 17:27)

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 Library:

- (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 Employees 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 P.L.

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

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 County of Ocean 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 County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

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 _____	% _____

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: SELF-CHECK UNITS

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	Acknowledgement of Receipt of Addenda or Revisions (if issued)	
X	Copy of Proposer's New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran Form	
X	Proposal	

THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____