

**REQUEST**

***FOR***

***PROPOSAL***

***FOR***

**Employee Assistance Program for the  
Ocean County Library**

## OCEAN COUNTY LIBRARY COMMISSION

### **Request for Proposal for Employee Assistance Program**

Pursuant to N.J.S.A. 19:44A-20.4 et seq., The Ocean County Library Commission is seeking the services of an Employee Assistance Program service provider as detailed in the enclosed Request for Proposal (RFP).

Proposals must be submitted by December 15, 2021 at 11:00AM at the Ocean County Library, 101 Washington Street, Toms River, NJ 08753 and will be reviewed by the Library Committee consisting of members of the management team, who may elect to conduct discussions with responsible proposers who submit proposals determined to be eligible for award, at a date determined by the Library.

If you have any questions regarding the project, please contact Ms. Jennifer Doderer, Human Resource Director at 732-349-6200, extension 5428.

#### **I. OVERVIEW**

- A. The Ocean County Library Commission is soliciting proposals for an Employee Assistance Program service provider. The goal is to provide eligible employees **and their families** with assistance for alcoholism, drug abuse, and personal problems, including but not limited to, marital, family, psychological, financial, legal, and other problems. Contract will be for a **twenty- four (24) month** period effective **March 1, 2022**.
- B. Proposers must be able to show that they have the professional experience, qualifications, and resources to perform the necessary requirements within 90 calendar days from date of award of the contract.

#### **INTRODUCTION**

- II. The Ocean County Library currently offers assistance to approximately **(540)** Library employees and their families by offering an Employee Assistance Program. This program offers a variety of programs to employees with no out of **pocket expenses for up to six (6) visits for each unique problem**. The provider is also required to provide Substance Abuse Professional services as required by the Federally mandated Drug and Alcohol Program and abide by their regulations as needed. Provider may also be asked to provide immediate group counseling when a traumatic event happens and/or provide training seminars pertaining to improving the work environment, (ie. Stress management, Anger Management, Work relationships, etc).

#### **III. SCOPE OF WORK**

- 1. Provider shall provide specific assistance to Library employees and members of their immediate families who have been referred to the EAP or who request such services.
- 2. Provider shall assist employees in addressing problems related to deteriorating job performance as requested by a supervisor.
- 3. Provider shall obtain consent from employee and communicate with designated Library representative the employee's compliance of supervisory referrals.
- 4. Substance Abuse Professionals must be properly accredited in accordance with Federal Regulations for Drug and Alcohol Testing Program.
- 5. Provider shall be accessible to Library employees and provide services in a timely manner.

6. Provider shall have a telephone line available for use by Library employees for the purpose of contacting the Provider. This telephone line shall be answered by the Provider's employees during the Provider's regular office hours. The Provider further agrees to maintain 24-hour telephone coverage.
7. Provider shall preserve the confidentiality of all Library employees and their families.
8. The Provider shall counsel and encourage Library employees seeking assistance to proceed with a course of assistance by referring them to clinical or supportive organizations and/or mental health professionals. Each employee in need of assistance shall be afforded a maximum of six (6) visits, free of cost to them, for clinical evaluation and/or referral as needed.
9. Provider should be familiar with the Library's health benefits program and advise the Library employee of their available coverage under the program.
10. Provider shall provide follow-up services, as necessary, to monitor referred employees adherence to the agreed upon course of treatment.
11. Provider shall make progress reports to the Library's designated representative with regard to those employees referred by the supervisors to the EAP. Such reports shall be limited to reporting whether or not the employee is adhering to the treatment programs.
12. The Provider shall prepare quarterly reports on the case load activities while preserving the confidentiality of the Library employees and their families.
13. The Provider shall provide Substance Abuse Professional services, as well as proper training certifications, in accordance with Federal Regulations for Drug and Alcohol Testing.
14. Provider must have multiple facilities that are conveniently located throughout Ocean County.

#### **IV. PROPOSAL SUBMISSION**

Sealed proposals will be received by the Ocean County Library, 101 Washington Street, Toms River, NJ 08753 (Attn: Phil Rosenow).

All proposals must include a **SEPARATE SEALED ENVELOPE CONTAINING THE COST PROPOSAL**, bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes. Proposers must submit **ONE (1) original and THREE (3) copies** of all proposals. The person authorized to do so must sign the proposal in ink or ballpoint pen.

The Library will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Request for Proposals.

More than one response from a proposer under the same name(s) shall not be considered.

The Library Commission reserves the right to reject any or all proposals, or to waive any informality in the proposals and to accept any proposal deemed in the best interest of the Library Commission.

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 acts of the contractor, their servants, or agents.

## **Insurance**

The proposer shall maintain insurance to protect against all claims under Worker's Compensation, Comprehensive general Liability and Automobile coverages and shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Workers Compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

### **Comprehensive General Liability**

1. Bodily Injury- \$500,000 per person; \$1,000,000 per occurrence
2. Property Damage- \$1,000,000 per occurrence

### **Comprehensive General Liability shall include the following**

1. Coverage for explosion, collapse, or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

### **Automobile Liability shall include the following:**

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

1. Liability arising out of the ownership, maintenance or use of any auto;
2. Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

### **Professional Liability**

Professional Liability or Errors and Omissions Liability Insurance appropriate to the firm(s) profession with a minimum limit of \$1,000,000.

1. Copies of each insurance certificate shall be furnished to the library with the proposal.

The firm(s)/individual(s), if awarded a contract, agree(s) 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 acts of the firm(s)/individual(s), their servants or agents.

Primary Coverage: The insurance policies and coverage provided by the proposer to the Ocean County Library shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the Ocean County Library. There shall be no endorsement or modification of this coverage to make it excess over other available insurance coverage; alternatively if the CGL and umbrella, excess of reinsurance states that it is pro-rata, it shall be endorsed to be primary with respect to the Ocean County Library.

A copy of the insurance certificate shall be furnished to the Library with the proposal. It is to be understood by the proposer that this proposal is submitted on the basis of specifications prepared by the Library and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

A copy of proposer's New Jersey Business Registration Certificates should be included with the proposal. If it is not, it will be required prior to award of the contract. (See below and Page 6 for details)

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Library Commission and subject to the Library Commissions' customary procedures.

Ocean County Library Commission will make award within sixty (60) days after receipt of proposals.

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

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

New Jersey Business Registration Requirements: 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 New Jersey 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 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](http://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

**V. EVALUATION PROTOCOL**

1. Qualifications: Explain your references.  
Experience: What have you worked on before that is similar to this project?
2. Cost.

Selection Criteria

Experience and qualifications: 60%  
Cost: 40%

**VI. GENERAL CONDITIONS TO THE PROPOSALS**

All proposals and other material submitted become the property of the 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 Library) and if so, the nature of the conflict. The Library Commission 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. The Library Commission’s determination regarding any questions of conflict of interest shall be final.

The Library 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 RFP, or gained substantial information regarding the RFP 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.

The Library Commission 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 Commission may not disclose information derived from proposals submitted by competing proposers.

Response Format and Content: The RFP sections that must be submitted and clearly defined in this order are:

Cover Page  
Table of Contents  
Introduction, Background Statement  
Complete proposer information and a specific point of contact if questions should arise  
Response to General Conditions  
Organizational Chart and Qualifications  
Staff Qualifications  
References  
Required Documentation

A statement acknowledging that the proposer shall comply with all conditions outlined. An Officer of the company empowered to bind the company must sign the proposal. Failure to include these items may cause the proposal to be determined as non-responsive and the proposal may be rejected.

The cost proposal must include all direct and indirect costs associated with the performance of this service. Costs must include, but not be limited to, total number of hours of various professionals, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each persons time associated with the project and profit. **THIS PROPOSAL SHALL BE INCLUDED IN A SEPARATE SEALED ENVELOPE.**

To be considered, proposers must follow the instructions outlined in this document. Any exception to the terms, conditions or other requirements in any part of the RFP must be clearly stated in the proposal. Otherwise, the Library Commission will consider that all proposals offered are in strict compliance with this RFP and the successful proposer will be responsible for compliance.

After the Library's completion of the evaluation process, including any discussion held with proposers during the evaluation process, the Library Commission may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely on the Library. If the Library elects to initiate contract negotiations, these negotiations cannot involve changes in the Library's requirements or the proposal submitted, which would, by their nature, affect the basis of the source selection and competition previously conducted.

If the selected proposer fails to provide information to begin negotiation in a timely manner, if the proposer fails to negotiate in good faith, if the Library Commission and proposer cannot mutually agree to an acceptable expenditure, or if the proposer and the Library Commission after a good faith effort simply cannot come to terms, the Library Commission may terminate negotiations with the proposer initially selected and commence negotiation with the next highest ranked proposer.

The Library Commission shall award a contract under competitive sealed proposals to the responsible and responsive proposer whose proposal was determined in writing to be the most advantageous to the Library, taking into consideration price and the criteria set forth herein.

**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :

: ss

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

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

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

I further warrant that no person or selling agency has been employed or retained to  
solicit or secure such contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide established  
commercial or selling agencies maintained by \_\_\_\_\_.  
(N.J.S.A. 52:3415). (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.

**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 \_\_\_\_\_

B. **All Contractors, except Government Agencies, are required to comply with the above law.**  
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 Ocean County Library.

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

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership  
The undersigned is a Corporation under the law of the State  
Individual  
of \_\_\_\_\_, having principal offices  
at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL

- PLEASE PRINT -

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**FEDERAL IDENTIFICATION NO.** \_\_\_\_\_

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 \_\_\_\_\_  
% \_\_\_\_\_

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**

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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### 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.

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

Name of Proposer: \_\_\_\_\_

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS  
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**PROPOSAL DOCUMENT CHECKLIST**

**Proposal Title:** Employee Assistance Program

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Items required

Items submitted with bid

**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL.**

- X   Statement of ownership (Chapter 33 of the Laws of 1977) \_\_\_\_\_
- \_\_\_\_\_ List of designated subcontractors \_\_\_\_\_
- X   Required Documents (as listed on Page 7) \_\_\_\_\_
- X   Acknowledgment of receipt of addenda or revisions (if issued) \_\_\_\_\_
- X   Copies of each insurance certificate \_\_\_\_\_

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL.**

- X   Affirmative Action questionnaire \_\_\_\_\_
- X   Non-collusion affidavit \_\_\_\_\_
- \_\_\_\_\_ Catalog/price list \_\_\_\_\_
- \_\_\_\_\_ Product samples \_\_\_\_\_
- \_\_\_\_\_ Certified financial statement \_\_\_\_\_
- \_\_\_\_\_ Certification of available equipment \_\_\_\_\_
- X   Signature Page \_\_\_\_\_
- X   Other:Activities in Iran Disclosure Form \_\_\_\_\_
- X   Proposer’s N.J. Business Registration Certificate \_\_\_\_\_

**C. THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.**

**PRINT NAME OF PROPOSER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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