

**OCEAN COUNTY LIBRARY COMMISSION
NOTICE OF RFQ FOR VARIOUS EXEMPT SERVICES
2022-2023**

NOTICE IS HEREBY GIVEN, that pursuant to N.J.S.A 19:44-A-20-4, 20.5 et.seq. The Ocean County Library Commission shall pursue a "Fair and Open Process" in awarding contracts for services set forth more fully below, and hereby solicits qualifications in the form of resumes and letter applications for the below stated services, which shall be submitted to Phil Rosenow, Ocean County Library Commission, 101 Washington Street, Toms River, New Jersey 08753, with documentation showing qualifications and compliance with criteria set forth by the Commission and by State Statute. All qualifications shall be submitted in a sealed envelope to the above to be received no later than 1:00 PM on January 25, 2022. The envelope containing the qualification shall be clearly marked on the outside with the name of the Request for Qualifications, and the Request for Qualifications due date. Sealed RFQ responses will be opened at the above time and place for:

BOOKS PURCHASED OR LEASED FROM A WHOLESALE DISTRIBUTOR
BOOKS AND NON-PRINT MEDIA PURCHASED FROM A RETAIL DISTRIBUTOR
LEGAL REFERENCE BOOKS
FOREIGN LANGUAGE MATERIALS
ADULT AND JUVENILE REFERENCE STANDING ORDER BOOKS
LARGE PRINT BOOKS
MAGAZINES AND NEWSPAPERS
MUSIC CDs & BOOKS ON CD
DVDs AND BLU-RAY DISCS
PORTABLE MEDIA
VIDEO GAMES
MICROFILM
BIBLIOGRAPHIC SERVICES, TRAINING AND SPECIALIZED TECHNICAL SERVICES
LIBRARY SUPPLIES
DIGITAL BOOKS
DIGITAL COMIC BOOKS/GRAPHIC NOVELS
DIGITAL AUDIO BOOKS
DIGITAL MUSIC
DIGITAL FILM
DIGITAL MAGAZINES
DIGITAL VIDEO GAMES
ELECTRONIC REFERENCE BOOKS
SUBSCRIPTION ELECTRONIC DATABASES
ONLINE EDUCATION/INSTRUCTION
ONLINE TUTORING
ONLINE RESOURCES FOR VETERANS

Specifications and instructions may be obtained at the
Ocean County Library
101 Washington St.
Toms River, NJ 08753

or on the Ocean County Library System website at <http://theoceancountylibrary.org>.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27 et seq.) A copy of your N.J. Business Registration Certificate shall be included with your proposal unless you already have one on file with the Ocean County Library.

Purchasing Agent
Phil Rosenow
December 15, 2021

1. INTRODUCTION

This contract is to furnish and deliver library services and materials for the OCEAN COUNTY LIBRARY COMMISSION through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2 ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFQ. Together with the other RFQ sections, they will apply to the RFQ process, the subsequent contract, and the provision of materials and services. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the OCEAN COUNTY LIBRARY COMMISSION to determine qualifications as non-responsive to the RFQ and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the OCEAN COUNTY LIBRARY COMMISSION, will become part of any contract awarded as a result of this RFQ.

2.1 Schedule

The dates established for the procurement are:

- | | | |
|---|------------------------|-------------------|
| 1 | Release of RFQ | December 15, 2021 |
| 2 | Qualification Due Date | January 25, 2022 |
| 3 | Governing Body Action | February 15, 2022 |

2.2 Qualification Submission Information

Submission Date and Time:

Tuesday, January 25, 2022 at 1:00 PM.
One (1) original and one (1) copy.

Submission Office:

Ocean County Library
101 Washington St.
Toms River, NJ 08753

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Ocean County Library, Attn: Phil Rosenow, 101 Washington Street, Toms River, NJ 08753. The original qualification shall be marked to distinguish it from the one (1) copy.

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

2.3 Users of these Services

The users of these services are the OCEAN COUNTY LIBRARY COMMISSION and the Ocean County Library administration and staff.

2.4 OCEAN COUNTY LIBRARY COMMISSION Representative for this Solicitation

Please direct all questions in writing to:

Name: Ms. Christi Aldellizzi
Fax: 732-736-0271
Email: caldellizzi@theoceancountylibrary.org

2.5 Interpretations and Addenda

Respondents are expected to examine the RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFQ and all interpretations and clarifications considered necessary by the OCEAN COUNTY LIBRARY COMMISSION representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFQ package. **(All respondents are encouraged to notify the OCEAN COUNTY LIBRARY COMMISSION representative of receipt of this RFQ.)** Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFQ, they are given for use in comparing qualifications. The OCEAN COUNTY LIBRARY COMMISSION especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the OCEAN COUNTY LIBRARY COMMISSION to complete the work detailed by the contract. Such increase or diminution shall in no way violate

this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The OCEAN COUNTY LIBRARY COMMISSION assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the OCEAN COUNTY LIBRARY COMMISSION shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the OCEAN COUNTY LIBRARY COMMISSION, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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

2.8.2 Mandatory Affirmative Action Compliance

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

2.8.3 Disclosure of Investment Activities in Iran

All respondents are required to review and certify as to whether they are listed on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. Certification must be made on the document attached hereto. Respondents are obligated to report any changes to the herein contained information throughout the life of the contract.

2.8.4 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of

the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the OCEAN COUNTY LIBRARY COMMISSION harmless.

2.8.5 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ.

2.8.6 Non-Collusion Affidavit

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

2.8.7 N.J. Business Registration Certificate

A N.J. Business Registration Certificate (NJBRC) is required pursuant to C57, PL2004. N.J. Business Registration Certificates are available at no charge and can be obtained by contacting the N.J. Department of the Treasury at www.state.nj.us/treasury/revenue/revprnt.shtml or via telephone at 1-609-292-9292.

2.8.8 Insurance and Indemnification

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

The contractor further covenants and agrees to indemnify and save harmless the OCEAN COUNTY LIBRARY COMMISSION from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any OCEAN COUNTY LIBRARY COMMISSION regulation, ordinance or the laws of the State, or the United States while said work is in progress.

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

2.9 Multiple Proposals Not Accepted

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

2.10 Failure to Enter Contract

Should the respondent to whom a contract is awarded fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the OCEAN COUNTY LIBRARY COMMISSION may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the OCEAN COUNTY LIBRARY COMMISSION and upon notice from the using department.

2.12 Termination of Contract

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

Notwithstanding the above, the contractor shall not be relieved of liability to the OCEAN COUNTY LIBRARY COMMISSION for damages sustained by the OCEAN COUNTY LIBRARY COMMISSION by virtue of any breach of the Contract by the contractor and the OCEAN COUNTY LIBRARY COMMISSION may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OCEAN COUNTY LIBRARY COMMISSION from the contractor is determined.

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

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

Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OCEAN COUNTY LIBRARY COMMISSION reserves the right to cancel this Contract.

It is understood by all parties that if, during the life of the Contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the OCEAN COUNTY LIBRARY COMMISSION. The contractor will not assign any interest in the Contract and shall not transfer any interest in the same without the prior written consent of the OCEAN COUNTY LIBRARY COMMISSION.

The OCEAN COUNTY LIBRARY COMMISSION may terminate the Contract for convenience by providing sixty (60) days advance notice to the contractor.

The contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

For Contracts that exceed one year, each fiscal year payment obligation of the OCEAN COUNTY LIBRARY COMMISSION is conditioned upon the availability of OCEAN COUNTY LIBRARY COMMISSION funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the Contract (contractor) hereunder, whether in whole or in part, the OCEAN COUNTY LIBRARY COMMISSION at the end of any particular fiscal year may terminate such services. The OCEAN COUNTY LIBRARY COMMISSION will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the OCEAN COUNTY LIBRARY COMMISSION to terminate the Contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

2.13 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Ocean County Library System Business Manager no less than three (3) business days prior to the opening of the RFQ's. Challenges filed after that time shall be considered void and will have no impact on the OCEAN COUNTY LIBRARY COMMISSION or the award of contract.

2.14 Payment

No payment shall be made unless duly authorized by the OCEAN COUNTY LIBRARY COMMISSION's authorized representative and accompanied by proper documentation. Public funds may be used to pay only for goods delivered or services rendered. The OCEAN COUNTY LIBRARY COMMISSION shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the OCEAN COUNTY LIBRARY COMMISSION to pay additional fees.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed.

The OCEAN COUNTY LIBRARY COMMISSION may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the specifications;
- 2 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed or corrected, payment shall be made for the amounts withheld because of them.

2.15 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the OCEAN COUNTY LIBRARY COMMISSION pursuant to this contract shall belong exclusively to the OCEAN COUNTY LIBRARY COMMISSION. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the OCEAN COUNTY LIBRARY COMMISSION upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the OCEAN COUNTY LIBRARY COMMISSION. All information supplied to the OCEAN COUNTY LIBRARY COMMISSION may be required to be supplied electronically compatible with the OCEAN COUNTY LIBRARY COMMISSION'S Windows-based computer operating system.

3. SCOPE OF WORK

The OCEAN COUNTY LIBRARY COMMISSION is soliciting qualifications for the provision of the following services and products:

3.2 BOOKS PURCHASED OR LEASED FROM A WHOLESALE DISTRIBUTOR

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a wholesale book distributor to provide a major portion of the library's annual acquisition of print materials (\$1.7 million +). The successful vendor will:

1. Have a large inventory of current and retrospective titles for children, young adults and adults that are suitable for public library collections
2. Have automatic shipment plans for popular, high demand titles
3. Have standing order plans for reference books and popular adult and juvenile fiction and non-fiction
4. Have a web-based collection development tool that provides information on stock status of titles (updated daily) as well as subject lists of new materials that can form the basis of selection lists of materials that are available for purchase
5. Provide original cataloging and/or MARC records and holdings available for download into the library's ILS (Polaris) and/or act as Third-Party representative for Ocean County Library to OCLC to set holdings information for the library in OCLC WorldCat for titles purchased
6. Provide physical preprocessing of books at a reasonable cost
7. Provide a substantial discount on all types of books
8. Offer a separate account for staff orders
9. Offer free shipping and delivery and a quick order-to-delivery turnaround
10. Provide excellent customer service
11. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
12. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
13. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.3 BOOKS AND NON-PRINT MEDIA PURCHASED FROM A RETAIL DISTRIBUTOR

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a retail book and non-print media distributor to provide library materials when there is an immediate need to purchase particular titles. The successful vendor will:

1. Have a large inventory of current and retrospective titles for children, young adults and adults suitable for public library collections
2. Provide a substantial discount on all types of materials

3. Allow OCEAN COUNTY LIBRARY COMMISSION staff to use a vendor supplied charge card to purchase materials and receive discounts on in-store purchases
4. Provide excellent customer service
5. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
6. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
7. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.4 LEGAL REFERENCE BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply legal reference books published by the Thomson/West Group Publishers. The successful vendor will:

1. Provide excellent customer service
2. Have a successful track record with the OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
3. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
4. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.5 FOREIGN LANGUAGE MATERIALS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply books and non-print media in foreign languages. The successful vendor will:

1. Provide OCLC MARC bibliographic records and set holdings information for the library and in OCLC WorldCat for titles purchased
2. Provide excellent customer service
3. Have a successful track record with the OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
4. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
5. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.6 ADULT AND JUVENILE REFERENCE STANDING ORDER BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to provide reference standing order books for adults, young adults and children. The successful vendor will:

1. Provide a large selection of standing order books
2. Offer a competitive discount on all types of reference materials
3. Provide excellent customer service
4. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
5. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
6. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.7 LARGE PRINT BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to provide large print books and large print books on standing order. The successful vendor(s) will:

1. Provide a large selection of large print books for adults, young adults and children
2. Offer a competitive discount on all types of large print books
3. Provide standing order plans that are divided by subject area
4. Provide excellent customer service
5. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
6. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
7. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.8 MAGAZINES AND NEWSPAPERS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to provide public library oriented magazines and newspapers without service charges. The successful vendor will:

1. Provide a wide range of titles suitable for adults, young adults and children
2. Make available a wide range of titles in non-English languages such as Tagalog, Hindi, Russian and Spanish
3. Provide a wide variety of foreign interest titles in the English Language
4. Provide a quick turnaround time for queries and claims
5. Provide an annual invoice and offer a discount for early payment
6. Provide excellent customer service
8. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
9. Accept the vouchering system and payment timetables of the OCEAN COUNTY LIBRARY COMMISSION
10. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.9 MUSIC CDs & BOOKS ON CD

The OCEAN COUNTY LIBRARY COMMISSION requires a vendor(s) to supply high quality audiobooks and compact discs on a wide range of topics. Specifically, the successful vendor will:

1. Stock a wide variety of best-selling authors and titles that are suitable to public library collections
2. Provide a web based collection development tool with the ability to select and order titles
3. Provide original cataloging and/or MARC records and holdings available for download into the library's ILS (Polaris) and/or act as Third-Party representative for Ocean County Library to OCLC to set holdings information for the library in OCLC WorldCat for titles purchased
4. Meet industry standards for offering highly acclaimed works as well as popular titles
5. Make available single item replacements for library edition items (i.e. individual pieces within sets may be replaced)
6. Have pricing and discounts that are competitive for the industry
7. Make available value added services that simplify routine activities in the selection, cataloging and processing of materials
8. Offer a separate account for staff orders (preferred)
9. Provide quick order-to-delivery turnaround with reliable and safe packaging and shipping
10. Provide either low or no cost shipping
11. Provide excellent customer service
12. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
13. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
14. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.10 DVDs and BLU-RAY DISCS

The OCEAN COUNTY LIBRARY COMMISSION requires a vendor(s) to supply high quality DVDs and Blu-Ray discs on a vast array of topics. Specifically, the successful vendor(s) will:

1. Have a large inventory of current and retrospective titles for children, young adults and adults suitable for public library collections
2. Have a product that provides information on stock status of titles (updated daily) and subject lists of new materials that forms the basis of selection lists that are available for purchase
3. Provide MARC records available for download into the library's ILS
4. Provide a substantial discount

5. Offer a separate account for staff orders
6. Offer free shipping and delivery and a quick order-to-delivery turnaround
7. Provide excellent customer service
8. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
9. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.11 PORTABLE MEDIA

The OCEAN COUNTY LIBRARY COMMISSION requires a vendor(s) to supply portable options for audiobooks, film, and/or games that are self-contained (battery-powered or rechargeable) or that insert or plug into separate devices. Specifically, the successful vendor will:

1. Stock a wide variety of best-selling authors and/or titles that are suitable to public library collections and audiences of varying ages
2. Have pricing and discounts that are competitive for the industry
3. Have an online (preferred) interface that provides information on stock status of products, content included per item, and subject and/or selection lists of new materials available for purchase
4. Provide either low or no cost shipping
5. Provide quick order-to-delivery turnaround with reliable and safe packaging and shipping
6. Provide excellent customer service
7. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
8. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
9. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.12 VIDEO GAMES

The OCEAN COUNTY LIBRARY COMMISSION requires a vendor(s) to supply video games compatible with multiple gaming console models and levels. Specifically, the successful vendor will:

1. Offer a wide variety of titles for various consoles and make selections available on industry release dates
2. Have pricing and discounts that are competitive for the industry
3. Have an online (preferred) interface that provides information on stock status of products, rating information, and content included per item
4. Provide either low or no cost shipping
5. Provide quick order-to-delivery turnaround with reliable and safe packaging and shipping
6. Provide excellent customer service

7. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
8. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
9. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.13 MICROFILM

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply the library with microfilm. The successful vendor will:

1. Have a large inventory of current and retrospective newspaper, serial, document, and research content from local, nationwide, and worldwide sources
2. Provide subscription plans for continual shipments of updated selected title installments
3. Make available replacement reels for individual installments
4. Provide reliable and safe packaging and shipping
5. Provide competitive industry pricing
6. Provide excellent customer service
7. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
8. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.14 BIBLIOGRAPHIC SERVICES, TRAINING AND SPECIALIZED TECHNICAL SERVICES

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a multi-type network to provide the following services:

1. Provide access to cataloging records that allow for copy cataloging of OCLC MARC records
2. Provide an interface for interlibrary loan services, displaying collections of other institutions as well as their lending policies and any accompanying fees
3. Provide live and recorded education or training in the field of library technical services and technologies
4. Provide excellent customer service
5. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
6. Accept the vouchering system of the OCEAN COUNTY LIBRARY COMMISSION
7. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.15 LIBRARY SUPPLIES

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply library supplies. The successful vendor(s) will:

1. Provide a large selection of merchandise
2. Offer a competitive discount
3. Provide safe and fast delivery
4. Provide excellent customer service
5. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
6. Accept the vouchering and payment timetable system of the OCEAN COUNTY LIBRARY COMMISSION
7. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.16 DIGITAL BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital books for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles
3. Provide e-books that are purchased per item/copy, per use/borrow, or per subscription access fee
4. Make available a wide array of titles that are public library oriented
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide OCLC MARC records for each title
7. Provide the library with the ability to display, download and/or checkout e-books from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to download materials from outside the library
10. Allow self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles
13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new titles and new publishers to the list of available titles
15. Provide easy to download free software/app that will allow viewing books on many different players
16. Provide easy online ordering
17. Provide excellent customer service

18. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
19. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.17 DIGITAL COMIC BOOKS/GRAPHIC NOVELS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital comic books for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles.
3. Provide comic books that are purchased per item/copy, per use/borrow, or per subscription access fee
4. Make available a wide array of titles that are public library oriented
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide OCLC MARC records for each title
7. Provide the library with the ability to display, download and/or checkout e-books from both the OCEAN COUNTY LIBRARY SYSTEM homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to download materials from outside the library
10. Allow Self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles
13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new titles and new publishers to the list of available titles
15. Provide easy to download free software/app that will allow viewing books on many different players and appropriate viewing of illustrated format
16. Provide easy online ordering
17. Provide excellent customer service
18. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
19. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.18 DIGITAL AUDIO BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital audiobooks for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles.
3. Provide e-audio books that are purchased per item/copy, per use/borrow, or per subscription access fee
4. Make available a wide array of titles that are public library oriented
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide OCLC MARC records for each title
7. Provide the library with the ability to display, download and/or checkout e-audio books from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to download materials from outside the library
10. Allow Self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles
13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new titles and new publishers to the list of available titles
15. Provide easy to download free software/app that will allow listening to books on many different players
16. Provide the ability to download e-audio books in sections
17. Provide easy online ordering
18. Provide excellent customer service
19. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
20. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.19 DIGITAL MUSIC

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital music with appeal for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide music content that is purchased per item/copy, per use/borrow, or per subscription access fee
3. Make available a wide array of titles that are public library oriented

4. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
5. Provide OCLC MARC records for each title
6. Provide the library with the ability to display, download and/or checkout downloadable music from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
7. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
8. Provide remote access and patron verification necessary for patrons to download materials from outside the library
9. Allow self-checkout of items and automatic check-in of items
10. Perform all troubleshooting of problems
11. Provide competitive pricing for all titles
12. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
13. Continuously add new titles and new publishers to the list of available titles
14. Provide easy to download free software/app that will allow listening to music on many different players
15. Provide easy online ordering
16. Provide excellent customer service
17. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
18. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.20 DIGITAL FILM

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital films for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles
3. Provide films that are purchased per item/copy, per use/borrow/view, or per subscription access fee
4. Make available a wide array of titles that are public library oriented
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide OCLC MARC records for each title
7. Provide the library with the ability to display, download and/or checkout electronic films from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to view materials from outside the library

10. Allow self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles or subscriptions
13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new additions to the list of available content
15. Provide easy to download free software/app that will allow viewing of film on various devices
16. Provide easy online ordering
17. Provide excellent customer service
18. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
19. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.21 DIGITAL MAGAZINES

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital popular magazine access for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles.
3. Provide magazines that are purchased per title, per use/borrow, or per subscription access fee
4. Make available a wide array of titles that are public library oriented
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide OCLC MARC records for each title
7. Provide the library with the ability to display, download and/or checkout magazines from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to download materials from outside the library
10. Allow self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles
13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new titles and new publishers to the list of available titles
15. Provide easy to download free software/app that will allow viewing magazine content on many different devices
16. Provide easy online ordering
17. Provide excellent customer service

18. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
19. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.22 DIGITAL VIDEO GAMES

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with digital video games for adults, young adults and children. The successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide the library with the ability to purchase multiple copies of the same title, or simultaneous (multi-user) access to titles.
3. Make available a wide array of titles that are public library oriented
4. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
5. Provide the library with the ability to display, download and/or checkout downloadable video games from both the OCEAN COUNTY LIBRARY SYSTEM Homepage and the library's Polaris OPAC
6. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
7. Provide remote access and patron verification necessary for patrons to download materials from outside the library
8. Allow self-checkout of items and automatic check-in of items
9. Perform all troubleshooting of problems
10. Provide competitive pricing for all titles
11. Continuously add new titles and new producers to the list of available titles
12. Provide easy to download free software/app that will allow playing of game on various devices
13. Provide easy online ordering
14. Provide excellent customer service
15. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
16. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.23 ELECTRONIC REFERENCE BOOKS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor to supply the library with electronic reference books for adults, young adults and children. The successful vendor will:

1. Maintain the collection on vendor's server
2. Provide OCEAN COUNTY LIBRARY COMMISSION with the exclusive right to select titles

3. Provide OCLC MARC records for each title that can be integrated into our Polaris OPAC
4. Provide remote access with unlimited users and patron verification
5. Provide discounts for titles the library owns in print format
6. Provide statistics for all titles
7. Provide titles with high quality content
8. Provide easy searching of topics and keywords within each e-reference book
9. Provide excellent customer service
10. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
11. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
12. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.24 SUBSCRIPTION ELECTRONIC DATABASES

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply the library with various electronic subscription databases for adults, young adults and children. The successful vendor will:

1. Provide essential titles or information that are public library oriented
2. Provide the most current and accurate information
3. Provide high quality standards of technical support
4. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
5. Perform all troubleshooting of problems
6. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
7. Provide patron authentication at the vendor's site in order to allow remote access to the database
8. Provide on-site training for library employees
9. Provide instructions, handouts, manuals and marketing materials that enable the library to promote the product
10. Provide OCLC MARC records when requested
11. Provide competitive pricing including discounts when multiple products are purchased
12. Provide flexible packages to meet the library's specific needs
13. Provide immediate updates when changes occur in the database's coverage, features or design
14. Provide excellent customer service
15. Have a successful track record with OCEAN COUNTY LIBRARY COMMISSION and other large public libraries in the country
16. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
17. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.25 ONLINE EDUCATION/INSTRUCTION

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply the library with online education. The successful vendor will:

1. Provide online instruction on topics of interest to all ages but primarily adults, including but not limited to: language learning, business, job and career training, computers and technology, history, art, literature, and crafts and hobbies
2. Provide the most current and accurate information in the online classes and/or lessons
3. Provide remote access with unlimited users with patron verification provided at the vendor's site in order to allow remote access
4. Offer online availability 24/7 with the ability for patrons to register and begin a class or lesson without a waiting period
5. Offer available instructors and/or support via email, phone, or other methods for students to obtain help and monitor their own progress
6. For no extra charge, provide certificates of completion (including continuing education credits), if available
7. Provide high quality standards of technical support
8. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
9. Perform all troubleshooting of problems
10. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
11. Provide training for library employees
12. Provide instructions, handout, manuals and marketing materials that enable the library to promote the product
13. Provide excellent customer service
14. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
15. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.26 ONLINE TUTORING

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply the library with online tutoring services/homework help for upper level subject matter in the K-12 curricula. The successful vendor will:

1. Provide online tutoring services for a broad selection of curricular topics at intermediate and high school levels
2. Provide one-on-one tutoring sessions
3. Provide remote access with unlimited users with patron verification provided at the vendor's site in order to allow remote access

4. Offer online availability with expansive service hours (24/7 preferred) with the ability for patrons to register and begin a session without a waiting period
5. Certify that instructors are vetted, trained, and qualified to provide accurate and courteous online tutoring
6. Provide high quality standards of technical support
7. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
8. Perform all troubleshooting of problems
9. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
10. Provide training for library employees
11. Provide instructions, handout, manuals and marketing materials that enable the library to promote the product
12. Provide excellent customer service
13. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
14. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

3.27 ONLINE RESOURCES FOR VETERANS

The OCEAN COUNTY LIBRARY COMMISSION requires the services of a vendor(s) to supply the library with online resources for veterans to support academic study for adults, civilian employment resources, and assistance with accessing federal veterans' resources. The successful vendor will:

1. Provide referrals, information, and assistance with submitting forms for benefits available to veterans
2. Provide support for resume preparation, interview coaching, and job searches
3. Provide online tutoring for advanced education
4. Certify that instructors are vetted, trained, and qualified to provide accurate and courteous online tutoring
5. Provide high quality standards of technical support
6. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
7. Perform all troubleshooting of problems
8. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
9. Provide training for library employees
10. Provide excellent customer service
11. Accept the vouchering system and payment timetable of the OCEAN COUNTY LIBRARY COMMISSION
12. The OCEAN COUNTY LIBRARY COMMISSION reserves the right to work with multiple vendors in order to assure the availability of certain products.

4 QUALIFICATION REQUIREMENTS

4.1 Qualification Forms

In order for a qualification to be considered complete, the following must be submitted:

1. Qualification Statement
2. Key Personnel
3. Location of Servicing Office
4. Affirmative Action Mandatory Language
5. Affirmative Action Statement
6. Non-Collusion Affidavit
7. Stockholder Disclosure
8. Disclosure of Investment Activities in Iran
9. Americans with Disabilities Act Mandatory Language
10. Business Registration Certificate to be supplied with RFP
11. Acknowledgement of Receipt of Addenda (if applicable)

4.2 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm, the firm's location and a list of three (3) clients for whom similar services have been provided. Respondents should include the following client information:

- 1 Name of government agency.
- 2 Contact person's name, position, and current telephone number.
- 3 Dates, cost and scope of service.
- 4 Status and comments.

4.3 Key Personnel Information

The respondent shall provide the identity, credentials and area of responsibility for each of the principals and other key personnel working for the vendor.

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service any contracts and maintain acceptable qualification.

5 EVALUATION, REVIEW AND SELECTION PROCESS

5.1 Qualification to Remain Subject to Acceptance

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

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

5.2 Rejection of Proposals

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

5.3 Evaluation Process

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

5.4 Evaluation Criteria

Listed below are the criteria that the OCEAN COUNTY LIBRARY COMMISSION will consider in the evaluation of each qualification. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to those requested in this RFQ. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.4 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 Cost

Price shall be based on rates and discounts submitted with the proposal. Prices are firm for twenty-four (24) months. Any services not included as part of any resulting contract scope of services must be approved and authorized by the OCEAN COUNTY LIBRARY COMMISSION before such work is initiated. The OCEAN COUNTY LIBRARY COMMISSION shall pay for such approved services, at the rate or cost agreed upon between the OCEAN COUNTY LIBRARY COMMISSION and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.4.6 Payment

Payment will be made on presentation of OCEAN COUNTY LIBRARY COMMISSION'S voucher duly signed and executed and in accordance with the payment timetable established by the OCEAN COUNTY LIBRARY COMMISSION.

Term of the contract: Two Years Commencing January 3, 2022

5.5 NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The OCEAN COUNTY LIBRARY COMMISSION Business Manager may then send a Purchase Order/Voucher to the contractor.

Contracts for award of "open and fair" procurements for professional services and extraordinary unspecifiable services (EUS) will be prepared by the OCEAN COUNTY LIBRARY COMMISSION.

Qualification Checklist

The following checklist is provided as assistance to the development of the RFQ Response. It in no way supersedes or replaces the requirements of the RFQ. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFQ.

- Administrative Conditions and Requirements (pgs. 2-8) _____
- Scope of Work (pg. 9-23) _____
- Qualification Statement (pg. 24) _____
- Key Personnel (pg. 24) _____
- Location of Servicing Office (pg. 24) _____
- Form of Proposal (pgs. 27 - 33) _____
- Affirmative Action Mandatory Language (pg. 34) _____
- Affirmative Action Statement (pg. 35) _____
- Non-Collusion Affidavit (pg. 36) _____
- Stockholder Disclosure (pg. 37) _____
- Disclosure of Investment Activities in Iran Form (pg. 38) _____
- Americans with Disabilities Act Mandatory Language (pg. 39) _____
- N.J. Business Registration Certificate to be supplied
with RFQ (pg. 40) _____
- Acknowledgement of Receipt of Addenda (pg. 41) _____

6.5 PROPOSAL COST FORM

TO THE OCEAN COUNTY LIBRARY COMMISSION:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title: _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____

NOTE: VENDORS SHOULD REFER TO SECTION 3 "SCOPE OF WORK" (PAGES 8-22) FOR DETAILED INFORMATION REGARDING THE NAME AND THE MINIMUM REQUIREMENTS FOR EACH SERVICE.

VENDORS MAY RESPOND TO MORE THAN ONE SERVICE BUT MUST LIST EACH SERVICE SEPARATELY ON THE FOLLOWING PAGES.

6.6 AFFIRMATIVE ACTION

(Revised 9/13/05)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose 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**.

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

REQUIRED EVIDENCE

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

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

The following questions must be answered by all bidders:

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

YES _____ NO _____
If yes, please submit a photostatic copy of such approval.

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

YES _____ NO _____
If yes, please submit a photostatic copy of such certificate.

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

COMPANY

SIGNATURE

TITLE

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

6.8 NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

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

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

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such contract upon an agreement or understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by _____
(name of contractor)
(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of _____

My Commission expires _____.

6.9 STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c 33)

SEE GENERAL INSTRUCTIONS #12 FOR DETAIL

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE:

I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check which business entity applies:

Limited Partnership Subchapter S Corporation Limited Liability Corporation

Partnership Corporation Sole Proprietorship

Limited Liability Partnership Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

Street Address	/	City	State	Zip
Telephone #	/	Fax#		

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

Name	Address

CONTINUE ON ADDITIONAL SHEET IF NECESSARY: YES NO

Signature _____ Date _____

Printed Name & Title _____

R 11/02

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, c. 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: _____

6.10 AMERICANS WITH DISABILITIES ACT

Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OCEAN COUNTY LIBRARY COMMISSION do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OCEAN COUNTY LIBRARY COMMISSION 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 OCEAN COUNTY LIBRARY COMMISSION in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OCEAN COUNTY LIBRARY COMMISSION, 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 OCEAN COUNTY LIBRARY COMMISSION'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OCEAN COUNTY LIBRARY COMMISSION, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OCEAN COUNTY LIBRARY COMMISSION or if the OCEAN COUNTY LIBRARY COMMISSION 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 OCEAN COUNTY LIBRARY COMMISSION 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 OCEAN COUNTY LIBRARY COMMISSION or any of its agents, servants, and employees, the OCEAN COUNTY LIBRARY COMMISSION shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OCEAN COUNTY LIBRARY COMMISSION or its representatives.

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

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

6.11 N.J. BUSINESS REGISTRATION CERTIFICATE

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

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

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

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

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

6.12 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

Signature required only if addenda issued.