

**Request for Qualifications**  
**FOR**  
**VARIOUS EXEMPT SERVICES**  
**FOR THE**  
**OCEAN COUNTY LIBRARY SYSTEM**

**CONTACT PERSON:** Corinne Baniowski, QPA, RPPS, Buyer  
Veronica Dingle, QPA, RPPO, Buyer

**MAILING ADDRESS:** THE OCEAN COUNTY LIBRARY  
101 WASHINGTON STREET  
TOMS RIVER, NEW JERSEY 08753  
ATTN: CORINNE BANIOWSKI

**SUBMISSION DATE: NOVEMBER 13, 2025**

**OCEAN COUNTY LIBRARY COMMISSION  
NOTICE OF RFQ FOR VARIOUS EXEMPT SERVICES  
2026-2027**

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 various exempt services set forth more fully below, and hereby solicits qualifications in the form of resumes and letter applications for the below stated services. Submissions shall be submitted to Corinne Baniowski, Buyer of the Ocean County Library, 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 November 13, 2025. The envelope containing the qualification shall be clearly marked on the outside with the name of the Request for Qualifications, and the RFQ 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 AND 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 AND NEWSPAPERS  
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 Street, 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.)

## 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	October 8, 2025
2	Question Deadline	October 27, 2025
3	Qualification Due Date	November 13, 2025
4	Governing Body Action	December 16, 2025

### 2.2 Qualification Submission Information

Submission Date and Time:

Thursday, November 13, 2025 at 1:00 PM.

One (1) original and one (1) copy.

Submission Office:

Ocean County Library

101 Washington St.

Toms River, NJ 08753

Submissions must be enclosed in a sealed envelope. They must be clearly marked with the title of this RFQ and the name of the responding firm, addressed to the Ocean County Library, Attn: Corinne Baniowski, Buyer 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. The Ocean County Library will not be responsible for late mail deliveries and no responses to this RFQ will be accepted by the Commission if received after the time stipulated above. 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: Christi Aldellizzi

Fax: 732-736-0271

Email: [caldellizzi@theoceancountylibrary.org](mailto:caldellizzi@theoceancountylibrary.org)

Please keep in mind that questions will not be accepted after the question deadline.

## 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 Prohibited Activities in Russia and Belarus & Investment Activities in Iran**

All respondents are required to review and certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L 2022, c.3. In addition, 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 pursuant to P.L. 2012, c. 25. Certification for both 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 (BRC) 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](http://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.

Contractor shall indemnify and hold Ocean County Library Commission harmless from liability for all costs of or damages incurred by Ocean County Library Commission in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the contractor's products and/or services in the form in which it is furnished hereunder, provided that the Ocean County Library Commission gives the contractor notice of any suit of threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Ocean County Library Commission or from the receipt by Ocean County Library Commission of notice of a threatened suit and further provided that the contractor shall control the defense of any such suit. Contractor shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the product/service in combination with programs, equipment, or devices not of the contractor's origin, design, or selection; or (ii) any infringement or violation claim arises out of use of the product/service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law. Notwithstanding any other provisions in this contract, in no event shall the contractor or its licensors be liable to Ocean County Library Commission or its authorized users for (i) any indirect, incidental, consequential, punitive, or special damages; or (ii) any claim related to Ocean County Library Commissioner's or its authorized users' use of cover images or user-generated content provided as part of the services, or (iii) unauthorized use of the service.

## **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, and does not cure such default within thirty (30) days of written notice thereof, 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 and shall provide notice of intent to terminate to contractor at least thirty (30) days in advance of expiration of the then-current contract term.

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 (10) 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 outlined below. In addition to specifications required below, in all cases 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. Offer pricing and discounts that are competitive for the industry
3. When applicable, offer free or low-cost shipping and delivery as well as a quick order-to-delivery turnaround
4. Provide access to a web-based collection development tool that provides up-to-date information on stock status of titles as well as subject lists of new materials that can form the basis of selection lists of materials available for purchase
5. Provide excellent customer service
6. When applicable, provide original cataloging and/or MARC records and holdings available for download into the library's ILS 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
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 timetables 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.

### 3.1 BOOKS PURCHASED OR LEASED FROM A WHOLESALE DISTRIBUTOR

The following applies to Section 3.1:

To provide a major portion of the library's annual acquisition of print materials (\$1.7 million +), the successful vendor will:

1. Offer automatic shipment plans for popular, high demand titles.
2. Offer standing order plans for reference books and popular adult and juvenile fiction and non-fiction.
3. Offer physical preprocessing of books at a reasonable cost.
4. Offer a separate account for staff orders.

### **3.2 BOOKS AND NON-PRINT MEDIA PURCHASED FROM A RETAIL DISTRIBUTOR**

#### **3.4 LEGAL REFERENCE BOOKS**

#### **3.5 FOREIGN LANGUAGE MATERIALS**

#### **3.6 ADULT AND JUVENILE REFERENCE STANDING ORDER BOOKS**

#### **3.7 LARGE PRINT BOOKS**

#### **3.8 MAGAZINES AND NEWSPAPERS**

**The following applies to Section 3.2-Section 3.8:**

To provide the library with high quality print materials in various formats on a wide range of topics, the successful vendor will:

1. Make available a wide range of titles in non-English languages.
2. Provide a wide variety of foreign interest titles in the English language.
3. Provide a quick turnaround time for queries and claims.
4. Provide an annual invoice and offer a discount for early payment.

#### **3.9 MUSIC CDs & BOOKS ON CD**

#### **3.10 DVDs and BLU-RAY DISCS**

#### **3.11 PORTABLE MEDIA**

#### **3.12 VIDEO GAMES**

**The following applies to Section 3.9-Section 3.12:**

To provide the library with high quality audiovisual materials in various formats on a wide range of topics, the successful vendor will:

1. Offer a large inventory of current and retrospective authors and titles that are suitable to public library collections.
2. Meet industry standards for offering highly acclaimed works as well as popular titles.
3. Make available single item replacements for library edition items (i.e. individual pieces within sets may be replaced).

#### **3.13 MICROFILM**

**The following applies to Section 3.13:**

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.

#### **3.14 BIBLIOGRAPHIC SERVICES, TRAINING AND SPECIALIZED TECHNICAL SERVICES**

**The following applies to Section 3.14:**

To supply the library with the services of a multi-type network, the successful vendor will:

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 training in the field of library technical services and technologies for library staff

### **3.15 LIBRARY SUPPLIES**

**The following applies to Section 3.15-3.21:**

To provide the OCEAN COUNTY LIBRARY COMMISSION with various library supplies, the successful vendor(s) will:

1. Provide a large selection of merchandise, including but not limited to:
  - a. Office supplies
  - b. Library processing supplies (laminates, KAPCO™ book covers or equivalent, book tape, item barcodes, spine labels)
  - c. Mailing supplies (*Jiffy*™ brand mailers or equivalent, address labels)
2. Provide safe, fast, and low-cost or free delivery

### **3.16 DIGITAL BOOKS**

### **3.17 DIGITAL COMIC BOOKS/GRAPHIC NOVELS**

### **3.18 DIGITAL AUDIO BOOKS**

### **3.19 DIGITAL MUSIC**

### **3.20 DIGITAL FILM**

### **3.21 DIGITAL MAGAZINES AND NEWSPAPERS**

### **3.22 DIGITAL VIDEO GAMES**

**The following applies to Section 3.16-Section 3.22:**

To provide the librarian with high quality digital materials in various formats on a wide range of topics, the successful vendor will:

1. Maintain the library's collection on the vendor's server
2. Provide digital materials in a variety of purchasing options, including but not limited to, one copy/one user, simultaneous use, metered access, and/or subscription access, at pricing competitive for the industry
3. Offer the ability to purchase multiple copies of a title as needed
4. Have a large inventory of current and retrospective titles for children, young adults and adults in a variety of formats
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by outside agent)
6. Provide patrons with the ability to display, download and/or checkout digital materials from both the OCEAN COUNTY LIBRARY SYSTEM homepage and the library's OPAC
7. Provide the library with easily accessible reports for circulation statistics, holds, and purchase history
8. Provide remote access with unlimited users and patron verification necessary for patrons to download materials from outside the library
9. Allow self-checkout and automatic check-in of items
10. Provide collection development and troubleshooting assistance
11. Continuously add new titles and new publishers to the catalog of available titles
12. Provide easy to download free software or app to allow viewing or listening of materials on many different devices

### **3.23 ELECTRONIC REFERENCE BOOKS**

**The following applies to Section 3.23:**

In order to provide the library with electronic reference materials 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 with high quality content
3. Provide remote access with unlimited users and patron verification
4. Provide discounts for titles the library owns in print format
5. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
6. Provide easy searching of topics and keywords

### **3.24 SUBSCRIPTION ELECTRONIC DATABASES**

**The following applies to Section 3.24:**

In order to provide the library with subscription database services for adults, young adults, and children, the successful vendor will:

1. Provide the most current and accurate information to essential titles or information that are public library oriented in flexible packages to meet the library's specific needs
2. Provide high quality standards of technical support, including training for library staff, troubleshooting, and immediate updates to changes to the database's coverage, features, and design
3. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
4. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
5. Provide patron authentication at the vendor's site in order to allow remote access to the database
6. Provide instructions, handouts, manuals and marketing materials that enable the library to promote the product
7. Provide competitive pricing including discounts when multiple products are purchased

### **3.25 ONLINE EDUCATION/INSTRUCTION**

### **3.26 ONLINE RESOURCES FOR VETERANS**

**The following applies to Section 3.25-Section 3.26:**

In order to provide the library with online education and career development the successful vendor will:

1. Provide access to online instruction for unlimited users 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 online classes and/or lessons
3. Provide patron authentication at the vendor's site in order to allow remote access to the database
4. Provide high quality standards of technical support, including training for library staff, troubleshooting, and immediate updates to changes to the database's coverage, features, and design
5. Offer online availability 24/7 with the ability for patrons to register and begin a class or lesson without a waiting period
6. Offer available instructors and/or support via email, phone, or other methods for students to obtain help and monitor their own progress
7. Provide certificates of completion (including continuing education credits), if available
8. Provide high quality standards of technical support, including troubleshooting and training for library staff
9. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)
10. Provide the OCEAN COUNTY LIBRARY COMMISSION with easily available usage reports
11. Provide instructions, handout, manuals and marketing materials that enable the library to promote the product

12. For Online Veterans Resources: provide referrals, information, and assistance with submitting forms for benefits as well as resume preparation, interview coaching, and job searches

### **3.27 ONLINE TUTORING**

**The following applies to Section 3.27:**

In order 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 access to online tutoring services for unlimited users for a broad selection of curricular topics at intermediate and high school levels
2. Provide one-on-one tutoring sessions
3. Provide patron authentication at the vendor's site in order to allow remote access to the database
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, including troubleshooting and training for library staff
7. Provide the OCEAN COUNTY LIBRARY COMMISSION with administrative rights (not administered by an outside agent)

## **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. Prohibited Russia-Belarus Activities & Iran Investment Activities Certification
9. Americans with Disabilities Act Mandatory Language
10. Business Registration Certificate to be supplied with RFQ
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 RFQ 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 RFQ.

#### **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 2026**

### **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. 8-12) \_\_\_\_\_

Qualification Statement (pg. 13) \_\_\_\_\_

Key Personnel (pg.13) \_\_\_\_\_

Location of Servicing Office (pg. 13) \_\_\_\_\_

Proposal Page (pgs. 18-21) \_\_\_\_\_

N.J. Business Registration Certificate to be supplied  
with RFQ (pg. 22-23) \_\_\_\_\_

Non-Collusion Affidavit (pg. 24) \_\_\_\_\_

Affirmative Action Mandatory Language (pg. 25-26) \_\_\_\_\_

Affirmative Action Statement (pg. 27) \_\_\_\_\_

Americans with Disabilities Act Mandatory Language (pg. 28-29) \_\_\_\_\_

Stockholder Disclosure (pg. 30-31) \_\_\_\_\_

Prohibited Russia-Belarus Activities  
& Iran Investment Certification (pg. 33-35) \_\_\_\_\_

Acknowledgement of Receipt of Addenda (pg. 36) \_\_\_\_\_



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**6.3 KEY PERSONNEL INFORMATION (ADDITIONAL INFORMATION MAY BE ATTACHED TO THIS RFQ)**

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

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#### 6.4 LOCATION OF SERVICING OFFICE

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## 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 8-27) 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.**

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**Please list the service(s) on which you are providing qualification in the spaces below. Use one page for each service.**

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**Name of Service**

Respondent meets the minimum requirements:   \_\_yes                   \_\_no

If no, please list minimum requirements not met:

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Hourly rate (if applicable) \_\_\_\_\_

Discounts (if applicable):

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**Name of Service**

Respondent meets the minimum requirements:   \_\_yes                   \_\_no

If no, please list minimum requirements not met:

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Hourly rate (if applicable) \_\_\_\_\_

Discounts (if applicable):

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**Name of Service**

Respondent meets the minimum requirements:   \_\_yes                   \_\_no

If no, please list minimum requirements not met:

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Hourly rate (if applicable) \_\_\_\_\_

Discounts (if applicable):

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## 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.

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>Acting Director</small>	
FORM-BRC(08-01) <span style="float: right; font-size: x-small;">This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</span>		

THESE ARE SAMPLES OF THE **ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

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

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



**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so 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 \_\_\_\_\_ relies upon the truth of the statements contained in  
(name of contracting unit)

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

\_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

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

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

(Seal)

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

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

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

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

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

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

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

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

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

## NOTICE TO ALL CONTRACTORS

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

A. ACTIVITY OF YOUR COMPANY - Indicate below:

- ☐ Procurement and/or Service Company  
☐ Professional Consultant  
☐ Other \_\_\_\_\_

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

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the Ocean County 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. **NOTE: NOT REQUIRED IF APPLYING AS AN INDIVIDUAL**

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: \_\_\_\_\_

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

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)

***OCEAN COUNTY LIBRARY***  
***AMERICANS WITH DISABILITIES ACT***

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the LIBRARY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the LIBRARY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the LIBRARY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the LIBRARY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the LIBRARY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the LIBRARY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the LIBRARY or if the LIBRARY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The LIBRARY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the LIBRARY or any of its agents, servants and employees, the LIBRARY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the LIBRARY or its representatives.

It is expressly agreed and understood that any approval by the LIBRARY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the LIBRARY pursuant to this paragraph.

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

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

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

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

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

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

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

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL  
- PLEASE PRINT -

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

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

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

\_\_\_\_\_  
INCLUDE ZIP CODE

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

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

OR

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

(Please attach additional sheets if more space is needed):

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

### **Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

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

### **Part IV Certification**

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

Full Name (Print):		Title:	
Signature:		Date:	



## DISCLOSURE OF CONTRIBUTIONS

### Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- ☐ To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- ☐ To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## Disclosure of Investment Activities in Iran

**Person or Entity**

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



*I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 above, or I am an officer or representative of the entity listed above 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.*

## Part 2: Additional Information

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **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 **Ocean County 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** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

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

## **PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR
- ☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR
- ☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Proposer)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**NOTE:**

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

## **RFQ DOCUMENT CHECKLIST**

**RFQ Title:** Various Exempt Services for the Ocean County Library System

<b>Items Required with Bid</b>	<b>Submission Requirement</b>	<b>Items Submitted (Bidder's Initials)</b>
X	Non-Collusion Affidavit	
X	Affirmative Action Questionnaire	
X	Statement of Ownership (Chapter 33 of the Laws of 1977) <b>Mandatory Document with submission</b>	
X	Acknowledgment of Receipt of Addenda or Revisions (if issued) <b>Mandatory Document with submission</b>	
X	Proposal/Specifications Page	
X	Copy of Bidder's New Jersey Business Registration Certificate	
X	Iran Investment Activities	
X	Prohibited Russia-Belarus Activities	
	Catalogs / Price Lists	
	Certification of Available Equipment	
	Certified Financial Statement	
	Compliance Responses	
	Contractors Data Sheet	
	Descriptive Literature and Technical Specifications	
	Product Samples	
	References	

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

**PRINT NAME OF BIDDER:** \_\_\_\_\_

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

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

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

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