

CAPE MAY COUNTY LIBRARY COMMISSION NOTICE OF RFP FOR VARIOUS SERVICES

BID DOCUMENT CHECK LIST

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL OR PROPOSAL WILL BE REJECTED:

ITEMS FOR PROPOSER'S USE

- 1. Proposal Page(s) – MUST BE SIGNED** _____
- 2. Stockholder Disclosure Certificate** _____

THE FOLLOWING DOCUMENTS, IF REQUESTED, MUST BE SUBMITTED WITH THE PROPOSAL OR PROPOSAL WILL BE REJECTED:

- 3. Addendum – MUST BE SIGNED** _____
- 4. Licenses/Certification as identified in the Specification** _____
- 5. Bid Security** _____
- 6. Consent of Surety** _____

THE FOLLOWING DOCUMENTS MAY BE SUBMITTED WITH THE PROPOSAL; HOWEVER, IF YOUR FIRM IS RECOMMENDED FOR AWARD, THE FOLLOWING FORMS MUST BE PROVIDED WITH YOUR SIGNED CONTRACT:

- 7. New Jersey Business Registration Certificate** _____
- 8. Certificate of Insurances** _____
- 9. W-9** _____
- 10. Equal Employment Opportunity – One of the following documents:**
 - 1. Letter of Federal Affirmative Action Plan Approval,**
 - 2. Certificate of Employee Information Report,**
 - 3. Employee Information Report Form AA302** _____
- 11. Appointment of Process Agent-Service** _____

AGENCY NAME: _____

INSTRUCTIONS TO BIDDERS

1. **General Information:** This bid is being issued pursuant to N.J.S.A.19:44A-20.4, *et seq.* "Fair and Open," and shall be awarded pursuant to N.J.S.A.40A:11-1, *et seq.*
2. The Cape May County Library Commission (CMCLC) is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 *et seq.*
3. **Bids shall be forwarded to the attention of Andrea Orsini, Library Director. USPS mailing address is 4 Moore Road, DN 2030, Cape May Court House, NJ, 08210. For FedEx, UPS, etc. carrier services, use 30 Mechanic Street, Cape May Court House, NJ 08210**
4. Sealed RFP responses will be received by the Cape May County Library Commission on September 15, 2020 at 3:00 P.M. at the Cape May County Library, 30 Mechanic Street, Cape May Court House, NJ 08210 at which time and place responses will be opened for:

VARIOUS EXEMPT SERVICES

5. 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 Cape May County Library or Cape May County Purchasing Office. Proposals will be valid for 2 years.

Andrea Orsini, Library Director
August 14, 2020

6. **Choice of Law:** The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement, including, without limitation its validity, interpretation, construction, performance, and enforcement.
7. **Designation of Forum:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
8. **Waiver to Contest Jurisdiction:** Each party waives, to the fullest extent permitted by law:
 - a. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.

- b.** Any claim that any action or proceeding brought in such court was brought in an inconvenient forum.
9. **Bid Evaluation:** All bids shall be evaluated by the Director and Assistant Director of the Cape May County Library for determination of award in the best interests of the County of Cape May.
10. **"PAY-TO-PLAY" – NOTICE OF DISCLOSURE REQUIREMENTS – P.L. 2005, C.271, SECTION 3:** The Bidder is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A.19:44A-20, *et seq* if the Proposer receives contracts in excess of \$50,000.00 from public entities in a calendar year. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. It is the Proposer's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at www.elec.state.nj.us or by calling 1-888-313-ELEC. **NOTE: Proposer acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).**
11. **W-9:** Successful respondent shall complete a W-9 and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
12. **Award of Contract:** The Contract shall be awarded on a TOTAL LUMP SUM BASIS to the single lowest responsible bidder. Refer to the Proposal Pages contained herein.
13. **Non-Collusion:** By submission of a bid, the bidder certifies, under penalty of perjury, that to the best of their knowledge the 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 said project; and that all statements contained in said proposal are true and correct, and made, with full knowledge that the State of New Jersey relies upon the truth of the statements contained in the said proposal and in the statements contained in awarding the contract for the said project. The bidder further warrants 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 the bidder.
14. **Questions:** All requests for information regarding these specifications shall be directed to Andrea Orsini, 609-463-6360, andrea@cmclibrary.org
15. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized County Purchase Order.
16. **Postponement or Addenda:** The County reserves the right to postpone the date and time for submitting and opening of bids or to revise the specifications and will

give written notice of any such postponement or revisions via addendum pursuant to the Local Public Contracts Laws, N.J.S.A.40A:11-23(c)(1). **If an addendum is issued, it must be signed and returned with your Proposal.**

17. **Taxes:** The County is exempt from all Federal, State and Local Taxes, Use or Excise Taxes.
18. **New Jersey Business Registration:** Contractors are advised that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey Tax Laws. Bidders **must** furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized and preferably with this bid submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of bid. To register, go to the Division of Revenue web site:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>
19. **Withdrawal of Bids:** A written request for the withdrawal of a bid will be granted by the County Purchasing Agent if the request is received prior to the designated date & time for the opening of bids. No bid may be withdrawn during the sixty (60) day period after opening of bids, pursuant to N.J.S.A.40A:11-24(a).
20. **Availability of Funds:** The County is subject to the NJ Local Public Contracts Laws, N.J.S.A.40A:11-1, *et seq.*, which mandates that the award of all contracts shall be subject to the availability and appropriation of sufficient funds annually.
21. **Additions/Deletions of Service:** The County reserves the right to add and/or delete services to this contract if the change does not exceed 20% of the annual spend of the previous year. Should an addition or deletion occur during the term of this contract, an amendment will be issued by the County upon authorization by the governing body, and the Contractor shall sign to execute the change.
22. **Americans with Disabilities Act:** Proposer is obligated to comply with the Act of 1990.
23. **Public Employees Occupational Safety and Health Act:** Bidder shall be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25), when providing and materials, supplies or services as part of the contract.
24. **Tie Bids:** In the event of a tie bid, the County reserves the right to award, at its sole discretion, to any one of the tied bidders in the best interests of the County.
25. **Equivalent Products/Services:** Use of brand name/#/part number is intended to establish minimum quality levels. Bids based on equivalent goods/services will be considered provided the goods/services bid meet the minimum quality levels established in these specifications. Vendors bidding on equivalent good/services **MUST** furnish a specification for each substitute item with this bid. Vendor literature **WILL NOT** suffice in explaining exceptions to these specifications. The County may require vendors (at no expense to the County and at the County's

- location) to provide a demonstration of the equivalent goods/services prior to the award of the contract. Bids which do not meet these requirements will not be considered. The County reserves the right to evaluate the equivalency of the goods/services offered and to award the contract in the best interests of the County. In the absence of any exceptions by the bidder, it shall be presumed and required that the goods/services as described in the bid specifications be provided or performed.
26. **Patents/Trademarks:** In submitting its bid, the bidder certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend the County in any and all actions or suits charging such infringement and will save the County harmless from any damages resulting from such infringement.
 27. **American Goods:** Pursuant to N.J.S.A.40A:11-18, only manufactured and farm products of the United States, where available, shall be used.
 28. **Product Guarantee:** The contractor shall guarantee any and all goods supplied under these specifications. Defective and/or inferior goods shall be replaced at the expense of the contractor. In this instance, the contractor shall be responsible for any return freight or restocking charges. Bidders shall furnish a copy of their Manufacturer's Authorized Warranty with this bid.
 29. **Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A.34:51, *et seq.*). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service Number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets ("MSDS"), aka Hazardous Substance Fact Sheet, must be furnished.
 30. **Irregularities:** The County reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities and to award to the lowest responsible bidder, in the best interests of the County.
 31. **Alternate or Optional Bids/Pricing:** Bidders shall not offer pricing for alternate products, unless expressly requested within these specifications. Bidders must determine for themselves which product/type (meeting specifications) to offer and bid that single item only. Should any bidder offer an alternate bid where not specifically requested in the specifications, that alternate bid will be automatically rejected. **NO EXCEPTIONS.**
 32. **Assignment:** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to any other party without the written consent of the County of Cape May.
 33. **Safety:** The Contractor shall comply strictly to all posted traffic and safety signs and regulations while on County property.

34. **Public (Stockholder) Disclosure Information:** This form as provided herein must be completed, signed and returned with this bid.
35. **References:** On the EXPERIENCE STATEMENT provided herein, all vendors shall list no fewer than two (2) references.
36. **Criminal Background Check:** Vendor is responsible for performing an Employee Criminal History Background Check for their employees that will be entering onto County property to perform the contracted services. Vendor's employees must not have had any criminal convictions within the past seven (7) years.
37. **Default:** In the case of default by the Contractor, the County reserves the right to procure the goods/services required from other sources at the County's discretion and to hold the Contractor responsible for any excess costs occasioned thereby.
38. **Confidential and Proprietary Designation:** Subsequent to bid opening, all information submitted by bidders and subsequent to an award of contract in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act ("OPRA"), N.J.S.A.1A-1, *et seq.* and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. To assist the County of Cape May's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also the bidder must commit in writing to assist the County's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the County of Cape May.

The County of Cape May reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The County of Cape May will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection of their entire proposal. Therefore, the bidder must withdraw the confidentiality request or withdraw the proposal.**

39. **Termination for Cause:** Should the County elect to terminate the contract, written notice shall be given to the Contractor no less than thirty (30) days prior to the effective termination date. The Contractor shall be paid for all services provided as of the termination date. No consideration shall be given for loss of

anticipated revenue on the cancelled portion of the contract. The County reserves the right to terminate the contract for any breach thereof including, but not limited to:

- Insufficient or outdated Insurance coverage
- Failure to maintain adequate staffing levels to provide required services
- Non-performance or unsatisfactory performance of required services
- Failure to comply with posted traffic and/or safety regulations while on County property
- Failure to maintain statutorily required licensure/certification.

a. The County shall provide the Contractor with written notice of any breach of contract or non-compliance with the specifications via ten (10) days written notice. If the Contractor fails to correct all cited deficiencies within the ten (10) days, the County shall have the right at its sole discretion to terminate the contract.

b. The County's right of termination for breach of contract or specifications shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the County.

c. Either party may terminate the contract **without cause** by serving the remaining party with written notice of such intent no less than ninety (90) days prior to the anniversary date of the existing contract term. All such written notice as listed in this paragraph shall be via Certified Mail, Return Receipt Requested and U.S. Mail.

40. Insurance and Indemnification Requirements: The Contractor shall, for the full duration of the contract, maintain current insurance as listed below.

- General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage
- Worker's Compensation at NJ Statutory limits.
- Automotive Liability at \$1,000,000.00 limits.
- The County of Cape May and the Cape May County Board of Chosen Freeholders shall be named as additional insured parties. The Contractor(s) coverage shall be primary to the County and not be contributing with any other insurance available to the County regardless of whether any other insurance is primary, contributing or excess. The County shall be given thirty (30) days written notice of cancellation and said notice must be reflected on the certificate of insurance. The Contractor(s) shall provide copies of all current Insurance Certificates to the County Administrator prior to execution of contract (s).The Contractor(s) are responsible solely for payments of any deductible associated with any insurance policy.
- The contractor shall defend, indemnify and hold harmless the County of Cape May, the Cape May County Board of Chosen Freeholders, their agents, officers and employees from any claims, suits, losses, liabilities, actions, damages, costs and expenses of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with any of the Contractor's obligations under this contract.
- The County of Cape May shall defend, indemnify and hold harmless the Contractor(s), their agents, officers and employees from any and all claims,

suits, actions, damages and costs for personal injury, property damage and other liability arising out of the County's obligations under this contract.

41. **P.L. 2012 BID OR PROPOSAL PROHIBITED:** C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

3. SCOPE OF WORK The CMCLC is soliciting bids for the provision of the following services and products:

Note: The CMCLC expects to award contracts to more than one vendor in order to assure the availability of certain products.

3.1 BOOKS PURCHASED FROM A WHOLESALE DISTRIBUTOR The CMCLC requires the services of a wholesale book distributor to provide a major portion of the library's annual acquisition of print materials (\$600,000+). 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 standing order plans for reference books and popular adult and juvenile fiction and non-fiction
3. 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
4. Provide MARC records available for download into the library's ILS
5. Provide physical preprocessing of books at a reasonable cost
6. Provide a substantial discount on all types of books
7. Offer a separate account for staff orders
8. Offer free shipping and delivery and a quick order-to-delivery turnaround
9. Provide excellent customer service
10. Have a successful track record with CMCLC and other large public libraries in the country
11. Accept the vouchering system and payment timetables of the CMCLC

3.2 BOOKS AND NON-PRINT MEDIA PURCHASED FROM A RETAIL DISTRIBUTOR The CMCLC 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 CMCLC 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 CMCLC and other large public libraries in the country
6. Accept the vouchering system and payment timetables of the CMCLC

3.3 LEGAL REFERENCE BOOKS The CMCLC requires the services of a vendor to supply legal reference books. The successful vendor will:

1. Provide excellent customer service
2. Have a successful track record with the CMCLC and other large public libraries in the country
3. Accept the vouchering system and payment timetables of the CMCLC.

3.4 FOREIGN LANGUAGE SETS

The CMCLC requires the services of a vendor to supply pre-determined quantities of books in selected non-English languages and ship them to the library on a regular schedule throughout the year with no duplication of titles. 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 CMCLC and other large public libraries in the country
4. Accept the vouchering system and payment timetables of the CMCLC.

3.5 ADULT AND JUVENILE REFERENCE STANDING ORDER BOOKS

The CMCLC 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 CMCLC and other large public libraries in the country
5. Accept the vouchering system and payment timetables of the CMCLC.

3.6 LARGE TYPE BOOKS

The CMCLC requires the services of a vendor to provide large type books and large type books on standing order. The successful vendor(s) will:

1. Provide a large selection of large type books for adults, young adults and children
2. Offer a competitive discount on all types of large type books
3. Provide standing order plans that are divided by subject area
4. Provide excellent customer service
5. Have a successful track record with CMCLC and other large public libraries in the country
6. Accept the vouchering system and payment timetables of the CMCLC

3.7 MAGAZINES AND NEWSPAPERS

The CMCLC 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 Mandarin, Gujarati, 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
7. Have a successful track record with CMCLC and other large public libraries in the country
8. Accept the vouchering system and payment timetables of the CMCLC

Note: The CMCLC expects to award contracts to more than one vendor in order to assure the availability of certain products.

3.8 MUSIC CDs, BOOKS ON CD, AUDIO TAPES The CMCLC 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 bestselling 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 MARC records available for download into the library's ILS
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 CMCLC and other large public libraries in the country
13. Accept the vouchering system and payment timetable of the CMCLC

Note: The CMCLC expects to award contracts to more than one vendor in order to assure the availability of certain products.

3.9 VIDEOS AND DVDs The CMCLC requires a vendor(s) to supply high quality videocassettes and DVDs on 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 CMCLC.

Note: The CMCLC expects to award contracts to more than one vendor in order to assure the availability of certain products.

3.10 BIBLIOGRAPHIC SERVICES, TRAINING AND SPECIALIZED TECHNICAL SERVICES AND PROCESSING MATERIALS The CMCLC requires the services of a multi-type network to provide the following services:

1. Broker the services of OCLC for cataloging and interlibrary loan services
2. Provide classroom and distance education in the field of library technology
3. Provide discounts on a variety of library supplies geared toward the technical processing of library materials
4. Provide excellent customer service
5. Have a successful track record with CMCLC and other large public libraries in the country
6. Accept the vouchering system of the CMCLC

3.11 LIBRARY AND OFFICE SUPPLIES The CMCLC requires the services of a vendor(s) to supply library and office 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 CMCLC and other large public libraries in the country
6. Accept the vouchering and payment timetable system of the CMCLC

Note: The CMCLC expects to award contracts to more than one vendor in order to assure the availability of certain products.

3.12 ELECTRONIC BOOKS AND ELECTRONIC AUDIO BOOKS

The CMCLC requires the services of a vendor to supply the library with electronic books and electronic 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
3. Provide e-books and e-audio books that are purchased, not leased or owned by a group of libraries
4. Make available a wide array of titles that are public library oriented
5. Provide the CMCLC 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 and e-audio books from both the Cape May County Library Homepage and the library's Horizon 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 that will allow viewing or 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 CMCLC

3.13 ELECTRONIC REFERENCE BOOKS

The CMCLC 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 CMCLC with the exclusive right to select titles
3. Provide OCLC MARC records for each title that can be integrated into our Horizon 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 CMCLC and other large public libraries in the country
11. Accept the vouchering system and payment timetable of the CMCLC

3.14 SUBSCRIPTION ELECTRONIC DATABASES The CMCLC 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 CMCLC with administrative rights (not administered by an outside agent)
5. Perform all troubleshooting of problems
6. Provide the CMCLC 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 onsite 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 CMCLC and other large public libraries in the country
16. Accept the vouchering system and payment timetable of the CMCLC.

PROPOSAL PAGES

TO THE CAPE MAY COUNTY LIBRARY COMMISSION:

The undersigned hereby declares that the documents attached have been carefully read and they fully understand the Instructions to Bidders and Technical Specifications and will comply with all terms and conditions of said documents if awarded a contract therefore.

Signed	Printed Name
Title	Name of Firm
Address	Address
Telephone	Fax
Contact Person	E-mail

Appointment of Process-Agent Service: Vendor _____
(insert name) irrevocably appoints

_____ [insert name] (the "Process Agent") as its agent to receive service of process on behalf of vendor; vendor authorizes and directs the Process Agent to accept service on its behalf. If process is to be served pursuant to this provision, the County shall serve that process by certified mailing (return receipt requested) or hand-delivering a copy of the process in care of the Process Agent at

_____ (insert address of Process Agent) or any other address which the Process Agent has given notice to the County. (See pages 2-3, items #3, #4 & #5).

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 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the County of Cape May, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner 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 sub-Contractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, 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 Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner 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 Owner 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 Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

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

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

Pur. 1/08

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Name of Business: _____

Federal ID # _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

STOCKHOLDERS

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Company Name

Signature Title