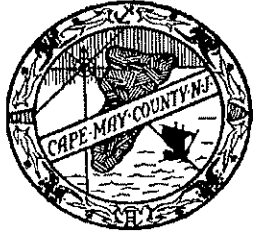


**REQUEST FOR PROPOSALS FOR A LIBRARY BOOK LENDING SYSTEM FOR THE
CAPE MAY COUNTY LIBRARY SYSTEM**

SEPTEMBER 28, 2022



DATE OF ADVERTISEMENT
September 28, 2022

**ADVERTISEMENT FOR COMPETITIVE CONTRACT
CAPE MAY COUNTY LIBRARY COMMISSION
CAPE MAY COUNTY – NEW JERSEY**

Notice is hereby given that sealed proposals, addressed to Cape May County Library Commission, will be received up to **3:00 pm** prevailing time, on **WEDNESDAY, OCTOBER 26, 2022** at which time they will be publicly opened and read in the Board room in the Cape May County Library, 30 Mechanic Street, Cape May Court House, New Jersey, 08210, at which time and place responses will be opened for the following:

**REQUEST FOR PROPOSALS FOR A LIBRARY BOOK LENDING SYSTEM FOR THE CAPE
MAY COUNTY LIBRARY SYSTEM**

Forms, instructions, specifications, and other competitive contract documents may be examined or obtained at the Office of the Library Director during normal office hours at the above address or on the Library's website at www.cmclibrary.org.

The CMCLC reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

WILLIAM HUTCHINSON
LIBRARY COMMISSION CHAIR

DOCUMENT CHECK LIST

The following documents must be submitted with the proposal or proposal will be rejected:

- 1. **Proposal Page(s) – MUST BE SIGNED** _____
- 2. **Stockholder Disclosure/Ownership Statement Form – MUST BE SIGNED** _____
- 3. **Addendum, if issued – MUST BE SIGNED** _____
- 4. **Bid Security** N/A
- 5. **Consent of Surety** N/A

The following documents should be submitted with the proposal; however, if your firm is recommended for award, the following forms must be provided with your signed contract:

- 6. **New Jersey Business Registration Certificate** _____
- 7. **Licenses/Certification as identified in the Specification** _____
- 8. **Certificate of Insurances** _____
- 9. **W-9** _____
- 10. **Equal Employment Opportunity – One of the following documents:**
 - a. Letter of Federal Affirmative Action Plan Approval,
 - b. Certificate of Employee Information Report,
 - c. Employee Information Report Form AA302_____
- 11. **Appointment of Process Agent-Service** _____
- 12. **Iran Certification – P.L. 2012** _____

FIRM NAME: _____

INSTRUCTIONS TO PROPOSERS

1. **General Information:** The Cape May County Library Commission (hereinafter the "CMCLC") is requesting Competitive Contracting Proposals for the purpose of awarding a contract for a **Library Book Lending System for the Cape May County Library System**, as defined, described, and listed herein. This Proposal is being issued pursuant to N.J.S.A. 19:44A-20.4, *et seq.* "Fair and Open." The CMCLC shall award a contract on a competitive contracting basis to the most responsible firm who, in the opinion of the CMCLC, best meets all of the conditions and specifications outlined in this Request for Competitive Contract proposal, and best fulfills the needs to provide the services described herein, cost, and other factors considered, i.e., based on evaluations conducted in accordance with N.J.S.A. 40A:11-4.1, *et seq.* and N.J.A.C. 5:34-4.1, *et seq.* The contents of the Proposal submitted by the successful Contractor and this Request for a Proposal shall become part of the contract for these services, and the contents of this Request for a Proposal shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the CMCLC. The successful Contractor will be expected to execute said contract with the CMCLC within twenty-one (21) days, pursuant to N.J.S.A. 40A:11-24(b).

2. **Submission of Request for Proposals** (hereinafter "RFP(s)"): Sealed RFPs shall be submitted in an envelope and Proposers shall write their **Name, Address, and RFP Title** on the front of the envelope. The CMCLC assumes no responsibility for RFPs opened in error due to improperly marked envelopes. RFPs 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**
 - a. An RFP cannot be withdrawn after the expiration of the time established for receiving RFPs, nor can any changes in price or other substantive details be made by letter, electronic mail, telephone, or verbal statement.
 - b. It is the Contractor's responsibility to ensure that RFPs are presented to the CMCLC on the hour and at the place designated herein. RFPs may be hand delivered, mailed, or sent express carrier. The CMCLC assumes no responsibility for RFPs forwarded by mail or express carrier. RFPs received after the designated time and date will be returned, unopened, to the Contractor.
 - c. RFPs must be signed in ink by a duly authorized official and only original signatures will be accepted. Any RFP showing any erasure/alteration must be initialed in ink by the Contractor.
 - d. The CMCLC shall not be responsible for any expenses incurred by any firm in preparing or submitting a RFP. All RFPs shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, cost, and clarity of content.
 - e. Contractors shall furnish one (1) signed original, clearly labeled as "**Original**" on the front of the proposal, two (2) copies, and one (1) Electronic Version, in PDF format in a USB Flash Drive of the completed proposal, delivered by **3:00 P.M. prevailing time, on WEDNESDAY, OCTOBER 26TH, 2022**. Digital submissions will not be accepted.

3. **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 contract, including, without limitation its validity, interpretation, construction, performance, and enforcement.

4. **Designation of Venue:** Any party bringing a legal action or proceeding against any other party, arising out of or relating to this contract shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
5. **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 Contract 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.
6. **RFP Evaluation:** All RFPs shall be evaluated pursuant to N.J.S.A. 40A:11-4.5 et seq and N.J.A.C. 5:34-4.1 et. seq.
7. **“PAY-TO-PLAY” – NOTICE OF DISCLOSURE REQUIREMENTS – P.L. 2005, C.271, SECTION 3:** The Contractor 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 Contractor 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 Contractor’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. Contractor acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).
8. **Pricing and Proposal:** Failure to properly complete and execute the Proposal Page(s), shall constitute a fatal defect, which can neither be cured nor waived and shall result in rejection of the RFP pursuant to N.J.S.A. 40A:11-23.2 et seq.
9. **Award of Contract:** The Cape May County Library Commission shall award contract(s) to the most advantageous proposals, fees, and other factors considered in accordance with the evaluation criteria established in this proposal.
10. **Term of Contract:** The initial term of the contract shall be for One (1) Year commencing, upon execution by the CMCLC, tentatively **November 2022**. Furthermore, pursuant to N.J.S.A.40A:11-15 (8), there shall be an option for four (4) additional one (1) year options at the same terms and conditions. The contract extensions shall automatically take effect, unless the CMCLC notifies the vendor in writing of its intent not to extend for the additional contract terms. Said notice shall be sent Certified Mail, Return Receipt Requested, via U.S. mail and shall be received by the vendor no later than ninety (90) days prior to the expiration of the existing contract term.
11. **Incorporation by Reference:** All Terms and Conditions contained within this RFP and in the Proposal submitted by the successful vendor shall become an integral part of the final Contract, and the contents of this RFP shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the CMCLC. By way of further clarification, exceptions submitted by the successful vendor will not become part of the contract unless specifically and affirmatively agreed to in writing by the CMCLC; it is the successful vendor’s responsibility to ensure any exceptions are accepted by the CMCLC.

12. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized CMCLC Purchase Order.
13. **Questions:** Questions regarding these specifications must be directed in writing to Andrea Orsini via email at andreao@cmclibrary.org or fax to (609) 465-3895. Deadline for questions is **FRIDAY, OCTOBER 7TH, 2022 @ 12:00 P.M., NOON.**
14. **RFP Results:** Award results are posted on the Library website at: www.cmclibrary.org.
15. **Postponement or Addenda:** The CMCLC reserves the right to postpone the date and time for submitting and opening of RFPs, 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 RFP Proposal. All addenda will be posted on the Library website at www.cmclibrary.org should any be issued.
16. **Bid Security:** N/A.
17. **Performance Bond:** N/A.
18. **Taxes:** The County is exempt from all Federal, State, and Local Taxes and, Use or Excise Taxes.
19. **Non-Collusion:** By submission of a RFP proposal, the Contractor certifies, under penalty of perjury, that to the best of their knowledge the Contractor has not, directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the said project; and that all statements contained in said RFP 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 RFP proposal, and in the statements contained in awarding the contract for the said project. The Contractor further warrants that no person, or selling agency, has been employed or retained to solicit or secure such contract, upon a Contract 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 Contractor.
20. **Withdrawal of RFPs:** A written request for the withdrawal of a RFP will be granted by the County Purchasing Agent, if the request is received prior to the designated date and time for the opening of RFPs. No RFP may be withdrawn during the sixty (60) day period after receipt and opening of RFPs, pursuant to N.J.S.A.40A:11-24(a).
21. **Availability of Funds:** The CMCLC 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.
22. **Subcontractors:** All Contractors must supply the names of any subcontractor(s) and identify the portion of the project being performed by employees of the subcontractor(s). Full disclosure of all subcontracting units shall include name, address, and resume of the person performing the work.
23. **Tie RFPs:** In the event of a tie RFP, the CMCLC reserves the right to award, at its sole discretion, to any one of the tied Contractors, in the best interests of the County of Cape May.

- 24. Equivalent Products/Services:** Pursuant to N.J.A.C. 5:34-9.2(c), when a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- 25. Patents/Trademarks:** In submitting its RFP, the Contractor certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark, and that the successful Contractor shall, at its own expense, defend the County and the CMCLC, in any and all actions or suits, arising from or relating to any claim of infringement, and will save the County and the CMCLC harmless from any damages resulting from such infringement.
- 26. 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.
- 27. Product Guarantee:** The Contractor shall guarantee any and all goods/services supplied under these specifications. Defective and/or inferior goods/services shall be replaced at the expense of the Contractor. This shall be deemed a default by the contractor and, in addition to the rights provided in this paragraph, the CMCLC shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- 28. 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.
- 29. 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 Cape May County Library Commission.
- 30. Default:** In the case of default by the Contractor, the CMCLC reserves the right to procure the goods/services required from other sources, at the CMCLC's discretion, and to hold the Contractor responsible for any excess costs occasioned thereby.
- 31. Compliance with Law:** The Contractor shall comply strictly with all Federal, State, local and any professional laws, ordinances, rules, regulations, codes and/or requirements in the performance of services for the CMCLC. Failure to do so shall be deemed a default by the contractor and the CMCLC shall be entitled to all the rights afforded to it under the "Default" paragraph below.
- 32. Americans with Disabilities Act:** Contractor is obligated to comply with the American with Disabilities Act and its amendments.
- 33. Investments:** The CMCLC complies with C.52:32-57, P.L. 2012, c.25, which prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

34. **Public Employees Occupational Safety and Health Act:** Contractor 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.
35. **Public (Stockholder) Disclosure Information:** This form, as provided herein, must be completed, signed, and returned with this RFP; failure to submit an executed copy is a fatal defect that cannot be cured nor waived.
36. **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. Contractors **must** furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized, and preferably with this RFP submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of RFP. Non-profit organizations are exempt from this law and therefore must provide a 501(c)3 tax exempt certificate and certificate of incorporation. To register, go to the Division of Revenue website: www.nj.gov/treasury/revenue/gettingregistered.shtml .
37. **W-9:** Successful respondent shall complete a W-9 and submit to the CMCLC prior to contract award, and preferably with this RFP submittal. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
38. **References:** On the EXPERIENCE STATEMENT provided herein, all Contractors shall list no fewer than five (5) references for similar contracts.
39. **Criminal Background Check:** Contractor is responsible for performing an Employee Criminal Background Check, sexual offender checks and drug screening for their employees that will perform the contracted services on behalf of the Library Commission. Contractors shall be required to provide a copy of the background check upon request by the Library Commission.
40. **Award/Reject Proposals:** Pursuant to N.J.S.A.40A:11-24(a), the Cape May County Library Commission Board reserves the right to consider the Proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all Proposals, waive informalities, and make such awards or take action as may be in the best interest of the County of Cape May.
41. **Irrevocable Proposal:** Proposals are irrevocable by the subscriber, or his/her/ their or its personal or legal representatives. Said Proposal and award thereunder is made to the subscriber by the Cape May County Library Commission and shall bind the subscriber, his/her/their or its heirs, executors, administrators, successors or assigns.
42. **Independence of Firm:** It is expressly agreed by the parties the Contractor is at all times hereunder acting and performing as an independent firm to coordinate the provision of goods and/or services within the scope of the authority conferred by this contract.
43. **Citizenship:** Contractor shall have verification of citizenship for all staff members and maintain files of lawful documentation and permits required by the Immigration and Control Act of 1986.

44. Exceptions: Any and all exceptions to any part of the requirements, specifications, or Statements contained in this document must be fully disclosed by the Vendor at the time of the proposal submission. Each exception shall be detailed, list the section and page number for reference. Failure to list exceptions and receive written acceptance of same from the Library Commission shall be deemed as acceptance of all terms and conditions contained herein. All exceptions must be listed on a separate sheet of paper and clearly labeled as such.

45. Statutory Requirements: All Proposals must comply with the provisions mandated by applicable Federal Law and NJ State Statutes, including provisions mandating the provision of goods and/or services as delineated in this specification.

46. Confidential and Proprietary Designation: Subsequent to the RFP opening, all information submitted by Contractors, subsequent to an award of contract, in response to the RFP 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 Contractor may designate specific information as not subject to disclosure when the Contractor has a good faith legal/factual basis for such assertion. To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a Contractor must clearly identify such information and address the following points to substantiate the confidentiality claim on the information:

- a. The extent to which the information is known outside the Contractor's business.
- b. The extent to which it is known by employees and others involved with your business.
- c. The extent of the measures taken by your firm to guard the secrecy of the information.
- d. The value of the information to your firm and your competitors.
- e. The amount of effort or money expended by your firm in developing the information.
- f. The ease or difficulty with which the information could be properly acquired or duplicated by others.

No information shall be protected unless all of the above information is submitted as part of the vendor's proposal. Additionally, the Contractor 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. The Contractor must also commit, in writing, to indemnify and hold the County and the Library Commission harmless in any matter related to the vendor's claim of confidential and proprietary information. The location in the RFP proposal of any such designation should be clearly stated in a cover letter. The County will not honor attempts by Contractors to either designate their entire RFP proposal as proprietary and/or to claim copyright protection of their entire RFP. Therefore, the Contractor must withdraw the confidentiality request or withdraw the RFP.

47. Termination for Cause: The Library Commission reserves the right to terminate the contract for any breach set forth above, as well as, but not limited to, the following:

- a. Insufficient or outdated Insurance coverage.
- b. Failure to maintain adequate staffing levels, non-performance and/or deficient good or services.
- c. Failure to comply with Federal, State, County, local and/or professional laws, ordinances, rules, regulations, codes and/or requirements.
- d. Failure to pay revenue to the County.
- e. The Library Commission shall provide the Contractor with written notice of any breach of contract or non-compliance within twenty (20) days via written notice. If the

Contractor fails to correct all cited deficiencies within the twenty (20) days, the Library Commission shall have the right at its sole discretion to terminate the contract. 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.

- f. The Library Commission's right to terminate for breach of contract shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the Library Commission.

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

- a. General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage.
- b. Worker's Compensation at NJ Statutory limits.
- c. Automotive Liability at \$1,000,000.00 limits.
- d. Professional Liability, \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate (if applicable).
- e. The County of Cape May, the Cape May County Board of Commissioners, and the Cape May County Library Commission 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 shall provide copies of all current Insurance Certificates to the County prior to execution of the contract. The Contractor is solely responsible for payments of any deductible associated with any insurance policy.
- f. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, the Cape May County Board of Commissioners, the Cape May County Library Commission, 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, including those caused or alleged to be caused by the negligent acts, negligent omissions and/or fault of the County and/or fault of the County or the County's elected officials, officers, agents, servants and employees and arises out of this contract or the work performed in connection with this contract.

49. Payment & Partial Payments: In order for payment, the vendor must return the purchase order that has been properly executed and originally signed. Attached shall be the vendor's invoice for goods or services rendered. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation. Failure to follow these instructions shall result in the delay in the timely processing of invoices for payment.

- a. The Vendor's attention shall specifically be called to the fact that no payment shall be rendered until such time that the goods and/or services have been delivered and/or incorporated and the work product has been inspected and engineered, installed, or constructed to the satisfaction of the Library Commission.
- b. The Library Commission may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the County and the Library, including for, but not limited to, the following causes:

- i. Defective work not corrected.
 - ii. Claims filed or responsible evidence indicating probability of filing claims.
 - iii. Known failure of the Vendor to make payments properly to Subcontractors or for materials or labor.
 - iv. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - v. For damages to another Vendor, agency, governing body, corporation, or person.
 - vi. When the above stated liens and/or grounds are resolved to the satisfaction of the County payment shall be made for the amounts that were withheld because of them.
- c. The Vendor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed, properly invoiced, and approved by Library.
- d. The Vendor, if submitting for partial payments for materials suitable for use in the execution of the contract, the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment.
- e. The Vendor acknowledges that the Cape May County Board of County Commissioners and the Cape May County Library Commission votes on all authorizations for each periodic payment, final payment, and/or retainage amounts.
- f. At the regular meeting of the Cape May County Board of County Commissioners, the County may make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed. The check of the approved partial payment amount due will be mailed by the County Treasurer's Office typically on the Monday following the County Commissioners' meeting in which the payment was approved. Under no circumstances will the checks be picked up in person or sent by any means other than the regular delivery of the U.S. Mail. The Board of County Commissioners meets twice a month, typically on the second and fourth Tuesdays of the month.
- g. Final payment will not be made until all provisions of the contract documents are met.

TECHNICAL SPECIFICATIONS

REQUEST FOR PROPOSALS FOR A LIBRARY BOOK LENDING SYSTEM FOR THE CAPE MAY COUNTY LIBRARY

I. INTENT:

It is the intent of this RFP to obtain proposals from qualified vendors to provide an automated library book lending system (hereinafter, "LBLS") for the Cape May County Library System (hereinafter, "library"). The project site will be the Dennis Township Recreation Center, located at 565 Dennisville Rd, Dennisville, NJ 08214. The purpose of this device is to allow patrons of the library to borrow and return books and other materials through an automated process. The LBLS must interface with the library's Integrated Library System (hereinafter, "ILS"), Polaris, to verify accounts and register these transactions with our database.

Proposals must include any and all job specific agreement(s) and or contractual document(s) required to accept award of a Cape May County Library Commission contract.

Circle **Yes** or **No** after each section to indicate if proposal will "**Comply**" with specification requirements listed. If "**No**" is circled regarding the ability to meet the specifications, refer to Page 9, Paragraph 44 for instructions regarding the submittal of exceptions.

II. GENERAL REQUIREMENTS

1. Hardware Requirements & Service Maintenance: Comply Yes or No

1. LBLS will have a capacity of no fewer than 500 books or similarly sized library materials.
2. LBLS unit will temperature control to be operational under appropriate cover outdoors throughout the year while protecting housed materials from harm.
3. LBLS will run on a 220v power connection as well as data provided via RJ45, a type of cable widely used for Ethernet networking.
4. Vendor must provide appropriate licensing to maintain the hardware for the initial contract period of 1 year.
5. Service Maintenance responds within five business days to schedule maintenance for requests.

2. Software Interfaces: Comply Yes or No

1. LBLS will allow for staff access from remote staff workstations to verify system status and current inventory.
2. LBLS will connect to library's ILS via SIP, Session Initiation Protocol, or Polaris API and will be able to verify accounts in good standing as well as register transactions with the database.

3. System Requirements & Security: Comply Yes or No

1. LBLS will support encrypted authentication to the ILS and from the staff interface.
2. LBLS will allow for configuration of vending dialogue screens.

4. Reports: Comply Yes or No

1. Please provide a list of all currently available reports that your LBLS can display. Include examples.

5. Service & Maintenance: Comply Yes or No

1. Vendor shall provide a toll-free service number.
2. Vendor shall provide service policies and procedures as an attachment to this proposal.
3. Vendor shall provide any remote diagnostics functionalities as an attachment to this proposal.
4. Vendor shall provide annual license costs information as an attachment to this proposal.
5. Describe the maintenance and quality assurance programs for the proposed LBLs.
6. Provide a contact person who will be responsible for the ongoing account management and support.

6. Installation and Operation: Comply Yes or No

1. All necessary software and equipment for the delivery, installation, and operation of the LBLs must be included in the proposal.
2. Vendors shall submit a schedule of the time frame required for installation, training and implementation.
3. Any delay in the implementation of the vendor's schedule caused by the Library shall increase the vendor's time allowance to complete installation. In that event, the vendor shall submit a complete and detailed schedule of additional time required to complete the project.
4. Vendor shall have a plan to provide technology upgrades and interfaces. Please describe any currently planned upgrades that will be become available.
5. Describe your firm's experience with implementing RMS services described in this RFP.

7. Training: Comply Yes or No

1. Vendor shall provide initial systems training to the CMCL staff in system administration, operation, and reporting. Please describe proposed training schedule(s).
2. Vendor must have the ability to provide initial and ongoing training through multiple platforms such as live, Web-based and an online help system integrated into the system.
3. Vendor must include any applicable training course documents.

III. PROJECT MANAGEMENT: Comply Yes or No

1. The vendor shall provide Project Management in conjunction with the designated Cape May County Library's project manager. Project Management to include, but not limited to:
 - a. Providing a contact information; name, phone number, and email of each type of support, by title, of the individuals assigned to this project.
 - b. Describe your anticipated approach to the project.
 - c. Provide a detailed narrative related to your understanding of the Library's needs, requirements, and objectives as it relates to this RFP. Clearly defined roles and responsibilities.
 - d. Provide an outline of anticipated tasks and sequencing of these tasks, along with a timeframe for completion of each task, concurrent tasks, and independent tasks.
 - e. Provide on-site verification and validation of system configuration.
 - f. Provide a system acceptance plan, maintenance plan, and software license agreement.

IV. EVALUATION CRITERIA: In the evaluation of Proposals, the Library will utilize the below listed Evaluation Rating Criteria to ascertain the costs and benefits of all aspects of the

Proposal. We encourage each firm to be as comprehensive and thorough as possible when responding to this Proposal. Each category is assigned a maximum point value. Point values for the categories will be disclosed along with details of the rating system at the scheduled Proposal opening session, pursuant to N.J.A.C.5:34-4.3(b).

1. **Qualification and Professional Competence:** Describe the technical capabilities of the firm as relevant to this project. Provide resumes of key personnel working on the project, illustrating the breadth and depth of staff credentials indicating training and professional credentials. Fully explain your firm's implementation plan for this project. Include a Gantt Chart or similar timeline. Clearly demonstrate ability to provide the machine, software implementation, and ongoing service in a timely manner to deliver a comprehensive, functional system. Respondents must provide a detailed description of the project management procedures and clearly explain how they will manage this project.
2. **Cost:** In the spaces provided on the Proposal Page contained herein, identify your annual costs. On a separate sheet of paper, clearly labeled Investment Summary, itemize all cost(s) to the Library. If you provide multiple service levels, include the costs of each package on a separate sheet of paper clearly labeled for each potential year of the contract. Fully delineate the differences between service levels. It is the Library's intent to award the contract to firm with the most advantageous proposal. No hidden fees/costs will be honored.
3. **Experience and References/Similar Contracts:** Provide successful system implementation in the State of New Jersey, along with five (5) specific projects completed within recent years. Provide a current point of contact for each project for reference check. Include concise documentation of example projects, project timeframe, and cost. Proposers must include a listing of any/all contracts that have been terminated or not renewed for the last five (5) years.
4. **Quality of Response:** Each response will be evaluated to determine the Proposer's understanding of the requirements and ability to perform and meet the specification. Furnish one (1) signed original, clearly labeled as "Original" on the front of the proposal, two (2) copies, and one (1) Electronic Version, in PDF format in a USB Flash Drive of the completed Proposal.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this RFP are not desired. Documents should be paper and clipped, not stapled, in the upper left-hand corner. Plastic or laminated sheets or bindings other than clips are not desired. Elaborate artwork, corporate brochures, generic corporate information, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. We are only interested in how your firm can provide the services requested in this RFP.

5. **Proposal contains all Requested and Required Information:** All sections shall be acknowledged by indicating compliance. All forms, requested descriptions, details, and contact information must be completed and submitted with the Proposal. Proposals shall be in sufficient detail to determine and evaluate the firm's ability to provide the system, maintenance, and customer support.

PROPOSAL PAGES

**REQUEST FOR PROPOSALS FOR A LIBRARY BOOK LENDING SYSTEM
FOR THE CAPE MAY COUNTY LIBRARY**

To the Cape May County Library Commission:

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

COSTS:

The awarded vendor will ensure the installation and operation of the system will be completed within _____ days after contract execution.

First Year Total Cost: Purchase, Implementation, Training, Maintenance & Support; all inclusive:

Total \$ _____
Numbers _____

Contract Year One in Words _____

Total Cost: Second Year Maintenance & Support: Total \$ _____
Numbers _____

Contract Year Two in Words _____

Total Cost: Third Year Maintenance & Support: Total \$ _____
Numbers _____

Contract Year Three in Words _____

Total Cost: Fourth Year Maintenance & Support: Total _____
Numbers _____

Contract Year Four in Words _____

Total Cost: Fifth Year Maintenance & Support: Total \$ _____
Numbers _____

Contract Year Five in Words _____

Proposal Pages – continued

Date: _____, 2022

Signed	Printed Name
--------	--------------

Title	Name of Firm
-------	--------------

Address	
---------	--

Telephone	Fax
-----------	-----

Contract Manager/Contact Person	Title
---------------------------------	-------

Office Phone	Email
--------------	-------

Appointment of Process-Agent Service:

If the vendor's principal business address is not within the State, enter the name and address of the vendor's custodian of records and agent for service of process in this State.

Vendor _____ (insert name) irrevocably appoints
_____ (insert name of Rep.) ["the "Process Agent"]; as its agent to
receive service of process on behalf of the 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 as to which the Process Agent has given to the County.

OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are No Stockholders of 10% or More, check the second box below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed. If submittal is for a non-profit 501c3, or similar non-profit organization, supply copy of the IRS notice.

The disclosure shall be continued until names and addresses of every person who is a **non-corporate** stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

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

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

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE ORGANIZATIONAL DESIGNATION:

- Partnership; Corporation Limited Liability Corporation Limited Partnership Sole Proprietorship;
- Limited Liability Partnership Subchapter S Corporation; Or *Other*, Please List *other* _____

COMPANY NAME: _____

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

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."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25.

VENDOR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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. S121 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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:6-31 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.

Experience Statement References

Include as many as Required by the Specification.

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
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Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

INSURANCE STATEMENT

TO THE BOARD OF COMMISSIONERS:

The undersigned hereby declares that they have the following types of insurance. If a contract is awarded the undersigned will furnish same with the County of Cape May, 4 Moore Road, Cape May Court House, N.J. 08210 listed as additional insured.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

(an individual)
The undersigned is (a partnership) under the laws of
(a corporation)
the State of _____, having principal offices at

Date: _____ SIGNED _____

Print Name

Title