

**CAPE MAY COUNTY LIBRARY COMMISSION NOTICE OF RFP FOR VARIOUS EXEMPT SERVICES**

**BID DOCUMENT CHECK LIST**

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

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

**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:**

- |   |       |
|---|-------|
| <b>6. New Jersey Business Registration Certificate</b>                    | _____ |
| <b>7. Licenses/Certification as identified in the Specification</b>       | _____ |
| <b>8. Certificate of Insurances</b>                                       | _____ |
| <b>9. W-9</b>   | _____ |
| <b>10. Equal Employment Opportunity – One of the following documents:</b> |       |
| <b>1. Letter of Federal Affirmative Action Plan Approval,</b>             |       |
| <b>2. Certificate of Employee Information Report,</b>                     |       |
| <b>3. Employee Information Report Form AA302</b>                          | _____ |
| <b>11. Appointment of Process Agent-Service</b>                           | _____ |
| <b>11. Russia-Belarus and Iran Combined Certification</b>                 | _____ |

**FIRM 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 March 8, 2024 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  
February 8, 2024
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. **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.
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 30<sup>th</sup> 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](http://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. **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.
12. **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.
13. **Term of Contract:** The initial term of the contract(s) shall be for Two (2) Years commencing, upon execution by the CMCLC, tentatively **March 2024**.
14. **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.
15. **Questions:** All requests for information regarding these specifications shall be directed to Andrea Orsini, 609-463-6360, [andrea@cmclibrary.org](mailto:andrea@cmclibrary.org)

16. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized CMCLC Purchase Order.
17. **Postponement or Addenda:** The CMCLC 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.**
18. **Bid Security:** N/A.
19. **Performance Bond:** N/A.
20. **Taxes:** The County is exempt from all Federal, State and Local Taxes, Use or Excise Taxes.
21. **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>
22. **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).
23. **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.
24. **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.
25. **Americans with Disabilities Act:** Proposer is obligated to comply with the American with Disabilities Act and its amendments.
26. **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.

27. **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.
28. **Tie Bids:** In the event of a tie bid, the CMCLC reserves the right to award, at its sole discretion, to any one of the tied bidders in the best interests of the County of Cape May.
29. **Partial Award:** The CMCLC reserves the right to award contracts for all or part of the services.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

35. **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.**
36. **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.
37. **Safety:** The Contractor shall comply strictly to all posted traffic and safety signs and regulations while on County property.
38. **Public (Stockholder) Disclosure Information:** This form as provided herein must be completed, signed and returned with this bid.
39. **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>.
40. **References:** On the EXPERIENCE STATEMENT provided herein, all vendors shall list no fewer than two (2) references.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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.

46. **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.
  
47. **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.
  
48. **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.
  
49. **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.

50. **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:
- Insufficient or outdated Insurance coverage.
  - Failure to maintain adequate staffing levels, non-performance and/or deficient good or services.
  - Failure to comply with Federal, State, County, local and/or professional laws, ordinances, rules, regulations, codes and/or requirements.
    - Failure to pay revenue to the County.
  - 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.
  - 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.
51. **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.

52. **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 AUDIOBOOKS AND MUSIC CDS**

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 DVDS AND BLU-RAYS**

The CMCLC requires a vendor(s) to supply high quality DVDS and Blu-rays 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 ELECTRONIC BOOKS, ELECTRONIC AUDIO BOOKS, AND ELECTRONIC VIDEOS**

The CMCLC requires the services of a vendor to supply the library with electronic books, electronic audiobooks, and electronic videos 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-videos, 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-videos, e-books and e-audio books from both the Cape May County Library Homepage and the library's Polaris OPAC
8. Provide the library with easily available reports for circulation statistics, holds on titles and purchase history
9. Provide remote access and patron verification necessary for patrons to download materials from outside the library
10. Allow Self-checkout of items and automatic check-in of items
11. Perform all troubleshooting of problems
12. Provide competitive pricing for all titles

13. Provide collection development assistance (e.g. provide multiple lists of suggested titles online)
14. Continuously add new titles and new publishers to the list of available titles
15. Provide easy to download free software 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

### **3.11 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 Polaris OPAC
4. Provide remote access with unlimited users and patron verification
5. Provide discounts for titles the library owns in print format
6. Provide statistics for all titles
7. Provide titles with high quality content
8. Provide easy searching of topics and keywords within each e-reference book
9. Provide excellent customer service
10. Have a successful track record with CMCLC and other large public libraries in the country
11. 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.***

### **3.12 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.

### **3.13 PLAYAWAYS, LAUNCHPADS, VOX AND/OR WONDERBOOKS**

The CMCLC requires the services of a vendor(s) to supply the library with pre-loaded Playaway audiobook devices and Launchpad tablets for adults, young adults and children. The successful vendor will:

1. Provide a standing order plan
2. Provide competitive discounts, including items ordered through a standing order plan
3. Provide OCLC MARC bibliographic records
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 timetable of the CMCLC

### **3.14 VIDEO GAMES**

The CMCLC requires a vendor(s) to supply high video games for all ages and interests on a broad selection of current platforms. Specifically, the successful vendor(s) will:

9. Have a large inventory of current and retrospective titles for children, young adults and adults suitable for public library collections
10. 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
11. Provide MARC records available for download into the library's ILS
12. Provide a substantial discount
13. Offer a separate account for staff orders
14. Offer free shipping and delivery and a quick order-to-delivery turnaround
15. Provide excellent customer service
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.

Date: \_\_\_\_\_, 2024

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



**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

**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.

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

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*

**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 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Business Entity or Person: \_\_\_\_\_

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



**CONTRACT AWARDS AND RENEWALS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

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

### Part 3: Certification of True and Complete Information

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

I acknowledge that the County of Cape May is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Cape May to notify the County of Cape May in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Cape May and that the County of Cape May at its option may declare any contract(s) resulting from this certification void and unenforceable.

---

Full Name (print)

---

Title

---

Signature

---

Date

## 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:	
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 :	