

**Requests for Proposals  
for Integrated Library System  
Margate City Public Library**

**Due Date: February 18, 2019**

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**REQUEST FOR PROPOSALS FOR AN INTEGRATED LIBRARY SYSTEM  
FOR LIBRARY**

**I. Introduction**

The Margate City Public Library (hereinafter ‘Library’ or ‘Library System’) of Margate City, New Jersey seeks an Integrated Library System (ILS) to serve them and three other locations at launch (two Margate City schools and Longport Public Library of the Borough of Longport, New Jersey). The primary client for this bid is the Margate City Public Library.

The proposed schedule of events is outlined below:

Notice of RFP	Date: January 28, 2019
Written questions due	Date: February 11, 2019
Responses to vendor questions	Date: February 14, 2019
<b>Deadline for Receipt of Proposals</b>	<b>Date: February 18, 2019 2:00 PM EST</b>
Demonstration by top vendor(s) (upon request)	Date: February 21, 2019
Notification of Award	Date: February 28, 2019
Operational Date	Date: May 31, 2019

**II. Response Instructions**

**A. Proposals**

The proposal must conform to the requirements of Section II. Response Instructions and must provide current & accurate information. Each proposal must clearly state and justify any exceptions to the requirements of the RFP which the proposer may have taken in presenting the proposal. If the vendor’s specifications are in any respect not the equivalent of the Library’s specifications, this discrepancy must specifically be called to the attention of the library by the vendor’s proposal. The Library reserves the right to deny any and all exceptions taken to the RFP requirements. To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format.

**B. Proposal Submission and Due Date**

Each proposal must include one original with original signatures, two printed copies (three hardcopies in total), and one electronic copy.

All proposals must be delivered in person or by mail to:

Attention: James J. Cahill, Jr., Director  
Margate City Public Library  
8100 Atlantic Avenue,  
Margate City, NJ 08402

The electronic copy must be delivered to: James J. Cahill, Jr. at [jim@margatelibrary.org](mailto:jim@margatelibrary.org)

Proposals must be received at the above address no later than **2:00pm EST on February 18, 2019**. Any proposal received after this time and date shall not be considered. The proposing firm bears the risk of delays in delivery. Proposals submitted by fax are not acceptable.

**C. Request for RFP Clarification**

Questions and requests for clarification concerning this RFP shall be submitted to:

Attention: Charles Featherer [charles@margatelibrary.org](mailto:charles@margatelibrary.org)  
Or  
Attention: Charles Featherer  
Margate City Public Library  
8100 Atlantic Avenue,  
Margate City, NJ 08402

Questions shall be submitted in writing via e-mail on or before **2:00pm EST on February 11, 2019**. The Library shall provide written responses, and any additional information as may be necessary, to all vendors to which the Library has knowingly distributed the RFP.

All contact and communication regarding this RFP shall be directed to the above contact.

**D. Proposal Validity**

Vendors shall state in the proposal that all information in the proposal, including terms and prices, is effective and binding and will remain so for a minimum of 120 days from the due date of the proposals. Vendors shall be released from this binding once they receive notification of the

acceptance of another proposal.

**E. Performance Bond**

The successful vendor may be asked to provide a statement demonstrating financial ability to complete the project and a statement that the vendor meets indemnification and performance bond requirements. Vendor shall identify any cost to the Library for a performance bond or indemnification in the total amount of the contract.

If required, the bond shall be provided in a form acceptable to the Library at the time contract documents are signed and shall remain in effect for the duration of the contract or until final acceptance of the installed system by the Library, whichever shall first occur.

No executed performance bond is required from proposers at the time of submitting a proposal.

**F. Required Information**

Summary of Required Proposal Contents in Order of Response:

- RFP Title and Proposal Due Date
- Vendor Profile Information (Section II. G.)
- Response to Legal Requirements (Section II. I.)
- Mandatory Cost Form
- Response to Systems, Services, and Hardware to be Provided (Section V.)

**G. Vendor Profile Information**

Identify, in the proposal, any sections that include proprietary or confidential information that the vendor requests be treated as confidential material.

1. Include the vendor identification, including:
  - 1.1. Name, address, telephone number, FAX number, and web address of vendor
  - 1.2. Name, address, telephone number, FAX number, and e-mail address of the person(s) who will be representing the vendor
  - 1.3. Signature of the officer of the vendor who is authorized to bind the vendor to all commitments specified in the proposal

2. Include a vendor profile, addressing the following:
  - 2.1. A brief statement describing the nature, scope, and history of the firm's business operations, its size, number of years in business, number and qualifications of key personnel.
  - 2.2. A brief history of the product(s) proposed.
  - 2.3. A statement of the company's total staffing by key areas, including research and development, customer service and support. Include information on the percent of staff members who hold degrees or certification in library science.
  - 2.4. A description of the company's long-term strategy and plans to ensure that the system proposed and the company remain viable in the market.
  - 2.5. Briefly state why the proposed system is best for the Library.
  - 2.6. A description of how user participation is handled as part of the development process, and specify the methods used to receive, assess, and respond to input from participating libraries.
  - 2.7. A list of the names, addresses, telephone numbers, contact persons, and e-mail addresses for five customers of products and services similar to those to be provided through this proposal. To the extent possible, customers' profiles should be similar to that of the Library.
  - 2.8. Provide the name of two customers of similar size which have migrated from Sierra by Innovative Interfaces, Inc.
  - 2.9. List libraries within 100 miles of Margate City (or optionally the state of New Jersey) that have the proposed system installed.
  - 2.10. Total number of operational installations of the proposed system.
  - 2.11. Total number of the vendor's customers, by type of library, i.e. public, academic, special.
  - 2.12. Total number of sales of the proposed system within the past twelve months.
  - 2.13. Include a time line for the past year for software upgrades and releases. Include the product name, release number, date of the release, and level of release (functional, patch/fix, etc.). State how long development and support for the current product are expected to be provided, and what options the library will have if the proposed product ceases to be supported or is replaced by other products from the vendor.
  - 2.14. Briefly provide an understanding of planned future development of the products and services that are proposed, particularly in regard to integrating and introducing newer technologies.
  - 2.15. Most recent annual report.
  - 2.16. Most recent financial statement for the company.

2.17. Include any supplementary materials that may be helpful in reviewing the proposal and more completely understanding the products and services that would be provided.

## **H. Costs**

The Library must have as complete an understanding of all costs to implement, maintain, and enhance the ILS at the time of initial installation and throughout its use of the system. Vendors are requested to provide complete cost information. Not required are costs associated with removing data from the current host vendor – that is the responsibility of the Library to obtain.

Costs should be based on a system that will fully serve the Library. Any cost which is based on a quantity shall be noted, with the quantity used to calculate the cost clearly noted. Any quantities at which price breaks occur, which may be applicable to the Library, should be stated. The price bid is to include and cover all material and objects necessary to furnish in a thorough, workmanlike manner, all work complete in every detail notwithstanding that every item necessary involved may not be particularly mentioned in the RFP. The contractor shall not transfer or sublet any portion of the work covered by these specifications without the written permission of the library's Board of Trustees.

Identify any additional services or items, including those from third party vendors, for which the library may have costs as a part of this service. Identify any costs to add additional systems or services after the base system is live for circulation that would not be incurred if the additional system or service was included in the initial implementation. State the cost to purchase each additional Staff Client beyond the quantity proposed.

Bidders are advised that the Library is exempted from the New Jersey Sales and Use Tax Act under Section 9(a), (2) and (3), of the Act, and will furnish the Contractor, upon request, with "Contractor's Exempt Purchase Certificate" forms after the contract is awarded.

Include one completed Mandatory Cost Form as provided.

Include a proposed payment plan.

## **I. Additional Legal Requirements**

### **1.1 Laws and Permits**

The Contractor will be responsible that their employees strictly observe the laws of the United States, the State of New Jersey, and the County of Atlantic regulations and Ordinances of

Margate City and the Borough of Longport affecting operations under this contract.

#### 1.2 Labor and Wages:

All employees while engaged in the work to be done hereunder, shall work no more than eight (8) hours in any one day and their compensation shall be no less than the prevailing rate of daily wages in the locality where the work is performed, all in accordance with the provisions of the New Jersey Revised Statutes 34:11-56.25, and any amendments and supplements thereto.

In aid of the foregoing provisions of the Revised Statutes of the State of New Jersey 34:11-56.25, to accomplish a public policy concerning prevailing wages the successful bidder promises and agrees to the follows:

In the event it is found by the Director that any employees employed by the Contractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Library may, by written notice to the contractor, terminate his, its, their right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the contractor and his, its, their sureties shall be liable to the Library for any excess costs occasioned by the Library thereby.

In the hiring of employees for the performance of the work hereunder, the Contractor or any person acting on his, its, their behalf shall comply with the provisions of the New Jersey Revised Statutes 10:2-1 to 4, which prohibits any discrimination, and shall also comply with the provisions of New Jersey Revised Statutes 34:0-1, et. seq., which provides for the preference in employment to be given citizens of the State of New Jersey.

#### 1.3 Right to Know Act Requirements

The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Library to assure that every container bears a proper label at a Library facility. This complies with P.L. 1983, Chapter 315, "Worker and Community Right to Know Act", subsection b, section 14 and N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right to Know Act", effective August 29, 1984. Further, all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, must be furnished to the Library.

#### 1.4 Insurance Requirements

The Contractor covenants and agrees it will produce and deliver to the Library in the executed contract document, Certificates of Insurance written with an Insurance Company currently admitted in the State of New Jersey, insuring the Contractor and stating that the Library, Margate

City, and the Borough of Longport are "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGES AFFORDED BY THE POLICY", insuring against Bodily Injury and Property Damages in the amount of \$1,000,000.00, combined single limits or limits equal to those carried by the Contractor, whichever are higher. Said liability insurance shall be the Comprehensive General Liability form including Premises Operations.

A Certificate of Insurance for workers compensation shall also be provided to the Library.

#### 1.5 Indemnifications and Hold Harmless Clause

Contractor shall indemnify, defend and same harmless the Library from and against any and all loss costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under Workers Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by any account of omission or commission of any contractor, their agents or employees or which arise from or in any manner grow out of any act or neglect on or about the said premises by Contractor, their partners, agents, employees, customers, invitees, Contractors, subcontractors, sub-subcontractors and vendors. This indemnification clause shall also include any and all claims and cost of it against the Library, involving environmental impairment.

#### 1.6 Waiver of Subrogation Clause

Contractor as a material part of the consideration to be rendered to the Library hereby, waives all claims against the Library for damages to the goods, wares and merchandise in, upon or about said premises, and the Contractor will hold the Library exempt and harmless from any damage and injury to any such person, or to the goods, wares and merchandise of any such person, arising from the use of the premises by Contractor or from failure of the Contractor to keep the premises in good condition and repair as herein provided.

#### 1.7 Property Damage Clause:

Contractor agrees to indemnify the Library for any and all costs for repair or replacement to the Library property, which arise from or in any manner grow out of any act or neglect on or about said premises by the Contractor, partners, agents, employees, invitees, vendors, subcontractors and sub-subcontractors.

#### 1.8 State Contractor Business Registration

A copy of the Business Registration Certificate issued by the NJ Dept of Treasury shall be provided at the time this bid is submitted. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services.

### 1.9 Conflict of Interest

1.9.1 The vendor will not accept any trade discount or accept any financial contribution or employment if it would reasonably appear that such activity, employment, interest or contribution would compromise the vendor's professional judgment or prevent the vendor from serving the best interests of the library.

1.9.2 The vendor represents that it is in full compliance with the requirements of N.J.S.A. 19:44A-20.1 et seq. ("Pay to Play" laws) and the regulations promulgated there under and neither it nor its subsidiaries, assigns or principals controlling in excess of 10% of the vendor has made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party, committee in the City of Atlantic City if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee with a person serving in an elective public office of that municipality when the contract is awarded.

### 1.10 Corporate/Partnership Disclosure Statement

#### **Bidder Shall Complete and Sign the Attached Form and Submit with Proposal**

All bidders shall read and complete the attached statement where applicable, regardless of whether bidder is a corporation, partnership or sole proprietor.

The provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S Corporations.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies unless, prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a ten percent (10%) or greater interest in the partnership.

If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that corporation.

**Bidder shall complete the Corporate/Partnership disclosure statement form found at the end of this document.**

1.11 Right to Extend Time for Award

Vendor shall complete and return the Right to Extend Time for Award form found at the end of this document.

1.12 Specifications and Existing Conditions

Before submitting his proposal, the vendor shall be familiar with the Specifications, Instructions, and Proposal Form, all of which documents will form part of the contract.

The work shall be performed in accordance with the requirements of the specifications and other contract documents. Should any work be required which is not denoted in the specifications because of an obvious omission, but which is nevertheless necessary for the performance of the contract, such work shall be performed as fully as if it were described and delineated.

It is the obligation of the Contractor to have ascertained for himself before submitting his proposal all the facts concerning conditions to be found at the location of the work, including all physical characteristics above, on and below the surface of the ground, to fully examine the plans and to read the specifications, to consider fully these and all other matters which can in anyway affect the work under this contract and to make necessary investigations relating thereto and he agrees to this obligation in signing the contract. The Library assumes no responsibility whatsoever with respect to ascertaining, for the Contractor agrees that he will make no claim and has no right to additional payment or extension of time for completion of the work or any other consideration because of any misinterpretation or misunderstanding on his part of this contract because of any failure on his part to fully acquaint himself with all conditions relating to the work.

1.13 Civil Rights, Discrimination, and Affirmative Action Rules

Bidders are required to comply with the requirements of N.J.S.A. 10: 5-31 et seq. and N.J.A.C. 17:27-1 et seq.

No firm may be issued a contract unless it complies with the Affirmative Action regulations of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be

properly executed in order for the Library to determine compliance.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the MLL harmless.

#### 1.14 Non-Collusion Affidavit

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

#### 1.15 Submission of Multiple Proposals

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names may be considered, provided each proposal stands alone, and independently complies with the instructions, conditions and specifications of the RFP.

#### 1.16 Failure to Enter Contract

Should the Respondent to whom the contract is awarded fail to enter into a contract within ten (10) days of receipt of notification, Sundays and holidays excepted, the Library may then, at its option, accept the proposal of another Respondent.

#### 1.17 Commencement of Work

The contractor agrees to commence work after the date of award by the MLL and upon notice from the using department.

#### 1.18 Termination of Contract

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

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

#### 1.19 Payment

The Library issues checks once a month on the third Thursday of each month, excepting

holidays. A voucher with the vendor's original signature must be attached to all invoices and be in the ordering department's possession roughly three weeks prior to the third Thursday in order for a check to be ready on that date.

The Library does not pay interest or late fees.

#### 1.20 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the Library pursuant to this contract shall belong exclusively to the Library. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Library upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Library. All information supplied to the Library may be required to be supplied on storage media compatible with standard operating systems and file formats.

### **III. Evaluation**

#### **A. Evaluation Process**

All proposals submitted in response to the RFP shall be reviewed by the Library Evaluation Team. In addition to an analysis and review of the written proposals, the Library may use data gathered from demonstrations of invited vendors, visits to and interviews with current vendor customers, and interviews with vendor references.

#### **B. Evaluation Team**

Representatives of the Library serve on the Evaluation Team. All Library staff members may participate in review of proposals and collected data.

The Evaluation Team reserves the right to:

- Select for contract or for discussion a proposal other than that with lowest costs.
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Request demonstrations of any respondent's system as part of the evaluation process.
- Visit installations at current customer sites.
- Interview existing customers.
- Discuss any aspect of the proposal with any firm and with more than one firm at the same time.

### **C. Evaluation Factors**

The following factors shall be among, but not limited to, the factors considered in the evaluation of the proposals. No priority ranking is implied by a factor's placement in the list.

- costs, both initial acquisition, and real and implied annual operating and maintenance costs
- available funding for the project
- functions and features of the system as stated in the proposal and as demonstrated
- ease of use of basic circulation functions
- choices of vendors by other libraries in the state
- installed customer base
- vendor's viability, stability, and financial condition
- vendor's reputation and experience
- system reliability, specifically average reported downtime
- suitability for a public library with multiple service outlets
- suitability for a library the size of the Library
- capacity for expansion
- development and maintenance plan for software
- ease of implementation
- ease of use for library users and staff
- compatibility for linkage with other systems
- vendor performance as described by references and current customers
- experience in replacement and migration from a different system

- vendor's staffing
- project management plan
- similarity of customer profiles to the Library's profile
- compliance with RFP submission and content requirements
- ability to meet the timetable
- response to staff questions

The Library reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.

**D. Contract Award**

This RFP does not constitute an offer to create a contract or a contractual relationship. Submission of a proposal shall not constitute, be deemed, or create a contract with the library. Only upon review and execution of a separate written contract authorized by resolution of the Board of Trustees of the Library relating to this proposal shall there be any contractual relationship. The Library expects to award the contract to the vendor which is deemed by the Library Evaluation Team to be most capable of meeting the needs and requirements as set forth in this RFP.

**E. Acceptance and Rejection of Proposals**

The Library reserves the right to reject all or any proposal. The Library reserves the right to take any and all actions on proposals without penalty to the Library and to re-solicit for proposals if it is in the best interest of the library to do so. The Library reserves the right to waive technical deficiencies in proposals, or any element in this RFP; to waive any informalities or irregularities in the proposal format as it shall deem it best for the public interest to do so; to be the final judge as to which is the best overall proposal; and to consider alternatives as suggested by the proposer. The Library reserves the right to cancel all or part of this RFP if that is determined to be in the best interest of the Library and to request demonstrations of any respondent's system to clarify the responses.

The Library reserves the right to develop acceptance, performance, and response time tests prior to contract signing and to conduct tests at the time of installation or anytime during the contract to determine compliance. The Library reserves the right to specify damages and/or penalties in the contract for lack of performance or non-compliance.

The Library's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the

Library for payment of money shall arise unless and until funds are made available each year to the Library.

The Board of Trustees of the Library, through the action of the Library Director, reserves the right at any time prior to the above cited time for receipt of proposals, to postpone the time for receipt of proposals or to amend the Specifications, Plans or Proposal Form in the interest of the Library. The Library shall award or reject all bids within sixty (60) days after receipt and opening of bids. (See Right to Extend Time for Award form at the end of this document.)

**F. PRICING**

Provide up-front purchase costs for year one, and ongoing licensing, support, or maintenance costs for years one through five.

**G. KEY PERSONNEL**

Identify the key personnel who would be involved with the migration, implementation and training, and provide their qualifications.

**H. FORM OF PROPOSAL**

TO: The Margate City Public Library

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

Company Name

Federal I.D. or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:

Date

Telephone Number

Fax Number

E-mail address

**IV. Current Environment**

**A. Library Description**

The Library serves the residents of Margate City, NJ. The Library also offers ILS services to the residents of the Borough of Longport, NJ through a shared services agreement. The Borough of Longport maintains its own library and is managed independently. The Longport Public Library is a consulting partner in all bids and may need direct assistance in set-up and maintenance through the course of the project.

**B. Current System**

The Library went live with the Innovative Interfaces Incorporated Millennium system in 2010. The most current release of Sierra is currently installed.

The Library’s Innovative system supports four agencies, the Margate Library, Longport Library, Ross School Media Center and Tighe School Media Center and has the following components installed:

- Circulation
- Cataloging
- PAC
- Reports
- Z39.50
- Authority Control
- Online Renewal
- SIP2
- Remote Patron Authentication

Number of library locations	4
Annual checkouts and renewals	120,000
Number of bibliographic records	63,000
Number of item records	75,000
Number of order records (current year) - estimate for migration	2,000
Number of serial control records	0
Number of active patron records	13,000
Number of library staff users/workstations	22/20
Average number of daily OPAC searches	+/-100

The Library's collection consists primarily of books, periodicals, and assorted audiovisual formats.

Barcodes are Codabar.

The Library provides e-books, digital audiobooks, and digital magazines from OverDrive, Hoopla, and RP Digital.

The Library uses PC Reservation from EnvisionWare for public computer management.

## **V. Systems, Services, and Hardware to be Provided**

A fully functional and integrated system, in current general release, must be provided for each of the following systems. Provide the information in the order as the systems are listed below.

Clearly identify the system being discussed. Provide a brief description of each system, as it is currently in general release. In addition, address any specific issues or questions included under the heading for each system.

Identify any features or functions which are unique or are strengths of your product. Explain why the proposed system fulfills the need of the Library. Identify any functionality or features in development or planned (not in development) with an estimated release date for each. If the item is in development or planned, indicate whether the Library will incur any additional cost once it becomes available if the Library wishes to implement that feature or function. Costs could be either a direct cost of the product or service itself or because it will require replacement of or addition to the hardware or software originally proposed for the initial installation.

Provide a list of all reports provided for functions within that system. Provide copies of key reports. Include selected screen shots for key functions within each system. List relevant standards that are supported within each system and the version of that standard currently supported for any developing standards.

### **A. Systems**

#### **1. General Requirements**

Identify any maximum quantities on codes (for example material type codes) or other configuration settings. State whether any limit applies to the number of windows or modules that may be open in a staff client at any one time. Describe the levels of security and permissions for staff access within the staff client. Staff must be able to quickly and efficiently move from module to module without requiring the user to exit from the first module, for example from acquisitions to circulation.

#### **2. Circulation**

The Library seeks a circulation system that is efficient and easy for staff to use.

Specific needs which are of concern to the Library staff include:

- The system must support the ability for a patron to select “Mail” as a location point for delivery of an item on hold to support the books-by-mail program. Describe functionality within the system to support this service, such as automatic printing of mailing labels when a hold is triggered with a delivery location of “Mail”.
- Records must not lock and need to be unlocked by staff, for example, when a bad barcode is read.
- System should be able to store more than one barcode as active if necessary.
- Information that must be provided on the first screen of a patron’s record includes Adult or Juvenile (patron or card type), birth date, and gender. Gender options should not be constrained to binary choices only – male/female.
- Staff must be able to retrieve a list of all items that a patron has checked out from within checkin.
- The option to configure the system to allow staff to determine the previous two patrons who checked out an item must be supported.
- Staff must have the option of configuring the system to manage the retention of data within a patron’s history of when notices were sent. For example, the library may wish to only retain information within the patron’s history of dates and types of notices that were sent in the previous six months.
- Lists of blocks on a patron must be listed separately within a patron’s record rather than just being included within a list of all items within a patron history. This will enable staff to more quickly and easily find and review blocks.
- Juvenile records are automatically updated to Adult records upon the patron reaching an age as set by the library.
- The total amount of fines owed by a patron must be clearly displayed without having to select items for payment or indicate that the patron is paying the fine.

Describe the ease of use and navigation of the primary circulation interface. Discuss the efficiency of the system for library staff daily operations, e.g., minimal keystrokes to accomplish tasks, multiple functions accessible within one screen. Identify any maximum quantities on codes (for example patron codes) or other configuration settings. Discuss support for managing the records of multiple patrons who are within a family and ways that the system supports a patron’s request to allow another person permission to use that person’s library card.

Discuss support for allowing patrons to place funds on account, which are automatically applied to future fines. Discuss point of sale and cash management functionality included in the system, including reconciliation and reports, and integration with accounting applications.

### **3. Cataloging**

The Library seeks a system that provides a full range of functionality yet is easy for all technical services staff to use, including those doing copy cataloging and those creating full bibliographic

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records. Technical Services are centralized at the Library.

Specific needs which are of concern to the Library staff include:

- The system must provide full screen editing.
- Staff must be able to produce spine and pocket labels from within the system.
- Staff must be able to search the public catalog while also using the staff client for cataloging.
- Staff must be able to set default item types for specific collection codes.
- The Bibliographic database must support UNICODE to support all ALA diacritics and language character sets.
- Global updating.
- Online interface to all major bibliographic utilities.

The sources of bibliographic records include original cataloging and jobbers, primarily Baker & Taylor and Ingram Library Services. Support for at least four different sources of records must be included.

#### **4. Public Access Catalog**

The Library seeks a system that is easy for library users to use, that encourages more use of the library's collections, and that offers patrons multiple opportunities for contributing to the library's catalog and interacting with it.

Specific needs which are of concern to the Library staff include:

- Users must be able to limit a search by the language of the item.
- Users must be able to limit a search by the format of the item.
- The system must be able to hide or shadow missing items in the PAC.
- The system must suggest alternate spellings for misspelled terms.
- Users must be able to submit a request to the library to purchase an item not owned by the library.
- Users who have submitted a request to purchase an item not owned by the library are able to determine the status of the request from the point of submission to the point of fulfillment. If the purchase is not made, a notice is sent to the user.
- The Library is interested in allowing patrons to place holds on items that are not yet purchased or on order but are on a pre-order selection list.
- The system should offer the ability to configure RSS feeds, including the ability to receive information about their account and additional features.
- The PAC must be able to be fully integrated with the Library's website, including offering a search tool that directly links to the catalog.
- Users must be able to delay a hold fulfillment until a certain date (after vacation, for example) to avoid having to cancel a hold or have it fulfilled when the user is unavailable.
- The catalog should display graphics to identify different genres and item formats.
- Users must be able to easily see the shelf location of an item on the first page of the record

- display.
- The shelf status of the item must display on the first page of search results and on the first page of the record of the item.
- Users must be able to see the titles that they have on hold.
- Instructions for patrons to use patron-empowerment functions must be easily understandable for patrons.

Discuss the approach used to insure that the list of results retrieved in response to a search contains the most relevant results. Describe how searches can be conducted for categories or groups (not by subject) of materials, such as list of children's videos, new books, holiday books. If a limited number of scopes or categories is included, state the quantity proposed and any cost to increase that quantity.

List and describe key features included which enhance usability for the patron, for example links to what others are reading or links to best sellers. Discuss shopping cart-type functions available to patrons, such as selecting non-sequential items from a search result list for printing.

The catalog must provide a full range of patron empowerment functions, including but not limited to online renewal, patron created reviews, patron ranking of titles, patron created personal reading lists which can be accessed on a later visit, suggest titles of interest to patrons, and patron tagging of bibliographic records. List and describe key patron empowerment functions included. Provide any examples of how the patron's use of the catalog will be similar to a patron's experience with Google or Amazon. Describe the options for staff management of patron contributed data, e.g., reviews and comments.

Describe how patron history is managed, including purging of patron history.

If some or all of these functions are *only* included in a separate advanced search and discovery tool, please list and describe those in your response to item 5. Advanced Search and Discover Tool.

If quoting less than unlimited licenses for the Public Access Catalog, please specify the quantity proposed and basis for the quantity.

## **5. Advanced Search and Discovery Tool/Next Generation Catalog**

The Library seeks to offer its users a full range of tools in searching and finding resources both inside the library and outside of the Library, whether the user is seeking materials for entertainment or for serious research.

Describe and propose any advanced public catalog system that is offered in addition to the Public Access Catalog described above in item 4. State the total number of current installations and the total number of those installations where the product is currently available to the public.

List and describe any patron empowerment functions which are included in this product which are

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not included in the basic public access catalog proposed for item 4 above.

## **6. System Administration**

The Library seeks a system that can be managed with a minimal amount of time required on a daily basis yet provides options throughout the system for configuring the system. No more than three staff members at the Library share system administration duties.

Provide examples that demonstrate how the system can be efficiently managed.

## **7. Reports**

The Library seeks a system that comes with a full list of reports for easy access by system administrators and department staff. In addition, the Library requires a system that allows staff members to build and produce a report using data of the staff member's choosing.

Specific needs which are a concern to the Library staff include:

- Reports must be accurate.
- Discuss how deletions from the item and bibliographic databases are reported, including in reports that the library will use for annual statistics.
- Staff seeks a system which supports the need to collect and report data related to use of all of the library's resources, including those which are outside of the ILS, e.g., number of visitors to the children's department. The staff is interested in using one system, i.e., the ILS, to collect, or at a minimum, to report all statistics.
- System must report quantities, and titles, of items that have changed status, including the status, for example, items that change from "in transit" to "on shelf".
- Reports must offer the ability to share data in easy to understand graphs when applicable.

Provide a list and description of key reports that come standard with the system. Provide copies of key reports. Discuss support for the ability to select data and generate custom reports.

## **8. Z39.50 Client and Server**

Discuss support for access to other integrated library systems outside of the Library and for other integrated library systems to access the Library database via Z39.50.

## **9. Authority Control**

The Library seeks a system which supports the staff's commitment to a quality database through the use of standardized and authorized headings and subjects.

Describe support for the automatic processing of headings and subjects against authority records as new bibliographic records are added and support for global updating of headings and subjects when new authorities are added.

## **10. Serials (Optional)**

The Library seeks a system which provides for easy and efficient management of the library's

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serials subscriptions.

Specific needs which are of concern to the Library staff include:

- Staff must be able to delete issues of a title in a batch.
- Staff must be able to have the Claims window and Serial Title Record window open at the same time.
- Staff must be able to approve a claim request and have the claim notice sent from the serials system to the subscription vendor without further staff intervention.
- Staff must be able to submit electronic claims to vendors when items are not received.
- Staff must be able to generate a “holdings list” of current titles in the serials module. This report can also be exported to a standard delimited file format or to Microsoft standard file format such as MS Access, MS Excel, MS Word.
- Staff must have the option to print a label for the periodical when the item is being checked received from the vendor. This label can be customized by the Library and printed on a standard dot matrix printer.
- Staff require that the serials module be fully integrated into the integrated library system, specifically by allowing access to MARC records.

Describe the key features of the serials system including the creation and management of bibliographic and holdings records and claiming. The library primarily uses EBSCO.

## **11. Acquisitions**

The Library seeks a system which provides full functionality but is not unnecessarily complex given the quantity of materials purchased each year.

Specific needs which are of concern to the Library staff include:

- Integration with the library’s accounting application (Margate City Public Library – TBD, Longport Public Library - Edmonds) is requested. List other accounting applications with which the Acquisition system integrates, including import and export functionality.
- The system must support the ability to search the jobber’s database, for title availability, from within the ILS Acquisitions system.
- The workflow is efficient. Please describe the workflow.
- Staff must be able to receive items on an invoice and also approve the invoice for payment in one action.
- Staff must be able to download data from jobbers’ databases into the acquisitions system to build a purchase order.
- The system must support the ability to receive, in batch, items on a purchase order rather than receiving the items individually.
- On order records must be retained in the acquisition system, after an item has been received, for an amount of time set by the library staff.
- Staff must be able to sort the title lists within Acquisitions alphabetically by title.
- Staff must be able to print fund account statistical reports for encumbered and expended

items.

- The system must interface with major vendors including BT Title Source 3, Brodart, and Ipage from Ingram Library Services.
- The acquisitions module must have the ability to produce claim notices for materials not received for the amount of time set by the library staff.
- The system should have a duplicate checking system.
- The system must produce cancellation notices for items not received for the amount of time set by the library staff. Notify staff if items on order are overdue from vendor.
- Supply complete order history and pay history.
- The system should allow holds to be placed within acquisition module for new purchases.
- Allow modification to bibliographic information within the acquisitions record.
- Automatically assign purchase order numbers.
- Multi copy fund ordering and single copy fund order.
- Allow staff to reopen paid invoices.
- Allow preview of purchase orders before orders are placed.

Provide a list of library jobbers which have partnerships with the vendor or whose systems have been integrated with the vendor's acquisitions system. The Library primarily uses Baker & Taylor, Brodart, and Ingram Library Services. List at least two libraries, preferably comparable to the Library, which use the vendor's acquisition system.

## **12. Alternate Languages for the PAC**

The Library serves a diverse population which speaks many languages. Besides English, three commonly spoken languages in the Library's geographic area Spanish, Hebrew, Chinese, and Vietnamese.

Discuss the products available to provide interfaces for each of these three additional languages for the public access catalog. Provide information on how the library user selects the language for the interface.

## **13. Inventory**

Discuss any features or functions that support inventory of an individual library's collection.

## **14. Offline Circulation**

The Library seeks a system that allows circulation staff members to quickly shift to checking out items offline when access to the online system is unavailable and then to load the collected data to the system once it is available.

Discuss how the system offered is easy to use and reliable for offline circulation.

## **15. Automated E-Mail Notification**

The Library's preferred method of distributing notices to patrons is e-mail.

**16. Renewal via Telephone and Online**

Both telephone and online must be supported to allow patrons to renew charged items. The Library seeks a system that allows users to select to hear the telephone message in Spanish (optional).

**16.A. Text Messaging**

The Library seeks a system that allows a notification option by text if selected by the patron for overdues and reservations.

**17. Patron Photos**

Describe the system for including patron photos in the patron records. Identify any equipment required for this system.

**18. Debt Collection**

Describe how the system implements and supports this service.

**19. SIP2**

The Library seeks a system that recognizes the need to integrate third-party systems with the ILS to use technology to offer and manage a wide range of library services.

Current systems which require connectivity to the ILS include the EnvisionWare time management system and the OverDrive system.

Future planned systems which may interface with the ILS include self-check units and an RFID system.

Discuss recent and planned enhancements. If additional or alternate approaches exist for connecting third-party systems, please identify and discuss.

**20. Patron Authentication for Web Resources**

The Library seeks a system which will authenticate remote patrons for access to e-resources located outside of the Library, including licensed databases.

Discuss the ability to authenticate and authorize patrons to access web resources for which the library has subscriptions or access rights.

**21. Federated Searching**

The Library seeks a system that will enable users to select multiple online databases as targets for a search. The Library subscribes to multiple online databases some of which are directly licensed by them and others are provided through relationships with the New Jersey State Library.

Describe the functionality available to search multiple resources simultaneously using a common user interface. List the protocols that are supported in addition to Z39.50. Describe how the search

results are presented. Describe what options are available to organize resources and to add to resources. Describe how authentication and authorization for access to the databases are managed. Describe the level of integration with other systems of the ILS. Identify any products that are provided by a partner or third-party.

### **Optional Systems**

The Library requests information on the following systems. However, these are not priorities for the Library at this time.

#### **22. Digital Collection Management**

The Library is interested in knowing what systems and services a vendor offers that will support the storage, access, and management of the resources produced through the Library's developing digitization program. The Library does have a robust collection that is curated with PastPerfect by PastPerfect Software, Incorporated. Discuss what would be needed to incorporate the catalog that is currently maintained separately with the System.

#### **23. Newspaper Index**

The Library does not currently possess a newspaper index. Describe any features that the System will be able to provide for indexing and tracking a back catalog of newspapers for future use.

#### **24. E-Commerce**

The Library is interested in a system that supports its commitment to self-service by offering patrons the option of paying fines and fees via the library's web site and at stations within the library.

Describe the status of development of the integration and support of e-commerce solutions including payment of fines and fees via the Library's web site, and in-library at both self-check stations and staff-mediated payments, using a credit or debit card. Discuss what and how reconciliation is supported.

Identify any additional services or items from third party vendors for which the library may have costs as a part of this service. Identify what online payment service(s) have been used successfully with the e-commerce system.

#### **25. Small Screen Interface**

The Library recognizes that library users desire a choice in the device that they use to access the library's catalog and is interested in supporting such choices.

Describe the ability to search the library's public catalog on a mobile platform, such as a cell phone or tablet device.

**26. Kid's Catalog**

The Library is interested in offering a graphical interface specifically appealing to children.

Describe any graphical interface and/or any interface available for the public access catalog specifically for use by children. State how titles are identified to be included within the results for searches within the Kid's Catalog. The Library uses the 923 field in the MARC record, as well as the classification number, to indicate that an item is in the Juvenile collection.

**27. Online Program Registration**

The Library is interested in providing patrons with the option of registering online for library programs.

Discuss functionality to allow patrons to self-register for library programs through the library's web site and/or through the Public Access Catalog interface. Identify whether this system is provided through a third-party or is developed and supported by the vendor directly. Identify two libraries that have the product in use.

**28. Homebound**

The Library does not currently offer a service to the homebound but may consider such a service in the future.

Discuss the ability to maintain and manage information about individual homebound library customers and their reading lists and preferences and services to locations, such as a nursing home or daycare center.

**29. Self-Check**

The Library is considering implementing self-check and requests information and quotes from vendors for systems and services which the vendor provides for self-check. The Library uses barcodes at this time and is considering RFID for the future. Therefore, units which have the capability of being upgraded to RFID are of interest. Provide costs for one unit and information on any cost breaks if up to five units would be purchased. Identify separately any cost for adding self-pay capabilities to the self-check to allow patrons to pay fines and fees at the unit.

**30. NCIP**

Provide information on the status of development and implementation of NCIP, particularly in regards to integration with electronic resource providers (for example NetLibrary and OverDrive) for the purpose of collecting and reporting statistics of usage of those resources within the ILS. The Library also seeks information on any use of NCIP by the vendor's customers to integrate with Auto-Graphics' AGen product. That product is used for the New Jersey statewide catalog.

**31. Other**

Provide information on other systems which are available. Identify those that are recommended for this project, and provide cost quotes for each recommended service.

## **B. Services**

### **1. Project Management**

Vendor must provide a project management plan with timeline. A Project Manager for a single point of contact throughout the migration must be assigned, along with a complete project team of experienced hardware, software, and data migration specialists. Regular communication between the vendor and the Library must be maintained throughout the project. Include a standard implementation plan, describing the implementation schedule, the proposed levels of project staffing, the vendor's proposed training plan for library staff, including optional follow-up training within 90 days of operation.

### **2. Data and Customer Profiling**

Provide full support for profiling and configuring the system. Support must include a meeting, either at the customer site or via conferencing, to assist The Library in understanding and completing the profile forms. Profiling is to include mapping for all local data to the vendor's system, including, but not limited to, collection codes, material and patron types, loan periods, and fines.

### **3. Data Migration**

Provide services to extract data from the Library Innovative System. Data to be extracted include all of the following record types:

- bibliographic
- item
- authority
- on order
- circulation transactions
- holds
- fines
- patron with notes and message fields
- patron history
- item circulation history

Reports for all migration activities must be provided for both export and import. Two complete extractions must be planned – one for use in testing and one for the final data migration.

Test databases, using all databases from the records extracted, must be processed and loaded for quality review by the Library. Data must be available for the Library to review in sufficient time so that identified issues can be addressed and resolved by the vendor before the final extraction and processing.

### **4. User Documentation**

The Library seeks a system that includes complete written documentation for library staff's use.

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Online help will be used by all levels of library staff and must be easily understandable.

Describe what user documentation is provided and how it is accessible.

## **5. Training**

The Library seeks a training plan that includes direct vendor-provided training to all library staff members upon initial installation of the system. Training needs include:

- Overview up to 18 persons
- Circulation up to 18 persons
- Cataloging up to 7 persons
- Acquisitions up to 3-4 persons
- Serials up to 6 persons (optional)
- System Administration up to 3 persons

Vendor must provide training to enable the full use and administration of the complete system. Sufficient on-site training sessions prior to circulation go-live should be provided to allow all library staff to attend the training. Training materials, in hard copy, must be provided for each trainee. Training for system administration must include training on the server operating systems, database management system, system configuration, and reporting. Training must be scheduled to coordinate with the availability and use of the system. Access by the trainees to the trainer via phone and e-mail must be provided for a period of no less than 90 days after the training and 30 days after circulation go-live.

Provide a description of the training and the training schedule recommended for this project. Include a description of training options, including online courses and training designed to maintain and increase library staff knowledge and expertise throughout their use of the system.

## **6. Software Technical Assistance and Support**

The Library seeks a vendor that provides support during all of the hours that the library is open. Provide detail on the various technical assistance and support options available and the cost for each. State what hours technical support is available for customers in the Eastern Time zone. Identify the specific option recommended for this project. Include information on how reported problems are managed and on the organization of staff responsible for providing technical assistance and customer services.

Once the system is installed and a software upgrade is available, describe the support provided during the upgrade. Client upgrades must be delivered automatically from the server to staff workstations with an option to staff to install or not install the upgrade upon connection of the client to the server after an upgrade.

## **7. Server and Hardware Configuration and Installation**

The Library seeks a vendor system hosted on a secure cloud base system.

## **8. Backup**

The Library requests an in-house backup system be provided with the system. In addition, the library requires proposals for an optional service for remote backup of the system's servers by the vendor. The library seeks redundancy in storage of its data, files, and applications with backup done in the library and stored in a facility within Margate City and backup done by the vendor (or contractor of the vendor) using a second method and stored at a site more than thirty miles away from the library.

Provide information on the vendor's experience in providing remote backup services and state where the backup data are physically stored.

## **9. Other**

Provide information on other services which are available. Identify those that are recommended for this project and provide cost quotes for each recommended service.

## **C. Hardware and Operating System**

### **1. Servers and Other Equipment**

The Library seeks hardware and a database management system solution that will fully meet the needs of the library for the life of the system with as few changes as possible.

Provide complete specifications on all hardware to be provided. Provide recommendations for all required hardware to be used with the system on site (printers and scanner recommendations in particular).

### **2. Operating System and Database Management System**

Identify the operating system, the database management system, and the programming language used. Identify any options that may exist for either the operating system or the database management system.

### **3. Hardware Maintenance**

Provide detail on the various support and maintenance options which are available and necessary, if any. Identify the recommended option and level of support for this project. If any services are provided by a third party, such as server support, please identify that service and vendor.

### **4. Library Workstations**

Provide the requirements for the staff client and public access catalog workstations.

- Please state the Operating System(s) that is (are) required for the client and public access workstations.
- If client and PAC is Internet Browser based, please list the Internet Browser software that are compatible and have been tested with the vendors software including specific versions.

**RIGHT TO EXTEND - TIME FOR AWARD**

The Library is required by the Local Public Contract Law, N.J.S.A. 40A:11-23, to make an award on products or services within sixty (60) days of the bid opening date.

Should the Library require an additional thirty (30) day extension to make an award of this bid, by signing this document you shall grant the Library, New Jersey the right to extend this bid up to ninety (90) days, if deemed necessary.

SIGNED: (Signature)

TITLE: (Printed or Typed)

COMPANY: \_\_\_\_\_

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

TYPE OF PRODUCT OR SERVICE OFFERED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT**

**BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

1. Stockholders or Partners owning ten percent (10%) or more of the company submitting bid:

NAME

ADDRESS

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**Signature:** \_\_\_\_\_

2. No Stockholder or Partner owns ten percent (10%) or more of the company submitting bid.

**Signature:** \_\_\_\_\_

3. Bid is being submitted by an individual who operates as a sole proprietorship.

**Signature:** \_\_\_\_\_

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

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity of 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 worker's representative of the contractor's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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 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

Federal Letter of Affirmative Action Plan Approval

Certificate of Employee Information Report

Affirmative Action Employee Information Report (Form AA302 – available upon request)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

**AFFIRMATIVE ACTION STATEMENT**

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

**REQUIRED EVIDENCE**

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

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.

**OR**

2. A Certificate of Employee Information Report Approval.

**OR**

3. An Affirmative Action Employee Information Report (Form A.A. 302)

**OR**

4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127**

**The following questions must be answered by all bidders:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photo static copy of such approval.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a photo static copy of such certificate.

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

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such contract upon an agreement or understanding for a commission, percentage, brokerage or  
contingent fee, except bona fide employees or bona fide established commercial or selling agencies  
maintained by

\_\_\_\_\_  
(Name of contractor)  
(N.J.S.A. 52:34-25)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(Also type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public (Please stamp and seal below)

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

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

CHECK ONE:

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: \_\_\_\_\_

Check which business entity applies:

- Limited Partnership  Subchapter S Corporation  Limited Liability Corporation
- Partnership  Corporation Sole Proprietorship
- Limited Liability Partnership  Other \_\_\_\_\_

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

BUSINESS ADDRESS:

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Street Address	City	State	Zip
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Telephone#	Fax#
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Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

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Name	Address
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Name	Address
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CONTINUE ON ADDITIONAL SHEET IF NECESSARY:  YES  NO

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **AMERICANS WITH DISABILITIES ACT**

### **Mandatory Language**

#### Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the Margate City Public Library (hereinafter 'Library') do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Library pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Library in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Library, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Library's grievance procedure, the CONTRACTOR agrees to abide by any decision of the Library, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Library or if the Library incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Library assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the 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 Library from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## **BUSINESS REGISTRATION CERTIFICATE**

### **Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

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

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

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

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