

REQUEST

FOR

PROPOSAL

FOR

**AUTOMATED LAPTOP/TABLET SELF CHECKOUT STATION(S)
FOR THE OCEAN COUNTY LIBRARY**

The Ocean County Library Commission is seeking a proposal for Automated Laptop/Tablet Self-Checkout Station(s) for the Ocean County Library, 101 Washington Street, Toms River, NJ 08753.

Proposals must be submitted by June 29, 2018 at 11:00AM at the Ocean County Library, 2nd Floor Administrative Offices, 101 Washington Street, Toms River, NJ 08753.

If you have any questions regarding the project, please contact Mr. David Evans, Manager 1, Information Processing at 732-914-5880.

I. OVERVIEW

- A. The Ocean County Library Commission is soliciting proposals for Automated Laptop/Tablet Self Checkout Station(s) including hardware, software, shipping, training and ongoing maintenance for the Ocean County Library System. Specifications for this Request for Proposal are attached. (Pages 12 and 13) .

V. PROPOSAL SUBMISSION

Sealed proposals will be received by the Ocean County Library, 101 Washington Street, Toms River, NJ 08753, Attn: Phil Rosenow.

All proposals must include a **SEALED ENVELOPE CONTAINING THE COST PROPOSAL**, bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes. The person authorized to do so must sign the proposal in ink or ballpoint pen.

The Library will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Request for Proposals.

Proposers shall complete and sign all procedural documents (failure to do so may be cause for rejection).

The Library reserves the right to reject any or all proposals, or to waive any informality in the proposals and to accept any proposal deemed in the best interest of the Library.

The proposer, if awarded a contract, agrees to protect, defend and save harmless the Library against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the Library from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.

A copy of bidder's New Jersey Business Registration Certificates should be included with the proposal.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Library Commission and subject to the Library Commissions' customary procedures.

Ocean County Library Commission will make award within sixty (60) days after receipt of proposals.

The Ocean County Library is exempt from any State sales tax or Federal excise tax.

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

New Jersey Business Registration Requirements – 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:

The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

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;

Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,

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 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

VI. EVALUATION PROTOCOL

1. Qualifications — Explain your references.
2. Experience — What have you worked on before that is similar to this project?
3. Cost

Selection Criteria:

Qualifications 40%

Experience 20%

Cost 40%

A committee of selected members of Library Management and/or Library Commission will be formed and proposals and presentations will be analyzed and reviewed for award by the committee.

VII. GENERAL CONDITIONS TO THE PROPOSALS

All proposals and other material submitted become the property of Ocean County Library and may be returned only at the Library's option. Information contained in the proposals will not be disclosed during the evaluation process. Under New Jersey's "Right to Know" laws, public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time the Notice of Award is issued.

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest (e.g. themselves, spouse or child employed by the Ocean County Library) and if so, the nature of the conflict. The library reserves the right to cancel the award if any interest

disclosed from any source could either give the appearance of a conflict or cause speculations as to the objectivity of the project to be performed by the vendor. The Library's determination regarding any questions of conflict of interest shall be final.

The Library may exclude a proposer from submitting a proposal, or may reject a proposal, after making a written determination that the proposer received payment for assistance in drafting the RFP, or gained substantial information regarding the RFP that was not available to the public.

Proposer must submit their proposal in a sealed envelope marked **Automated Laptop/Tablet Self Checkout Station for the Ocean County Library**. Proposals must be submitted to the Ocean County Library, 101 Washington Street, Toms River, NJ 08753, Attn: Phil Rosenow. Oral proposals and proposals received via facsimile or other electronic means will not be accepted.

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and illustrates the methodology that will serve to accomplish the work.

Proposers must provide names and qualifications of all designers assigned to this project. Proposers must provide estimated time frames for completion, and schedule of deliverables.

The Library shall retain complete ownership of all design, architecture, graphics, files, data and source code.

Proposals must address all items identified in **Attachment 1: Specifications, Pages 12 and 13**.

The Library may elect to conduct discussions with responsible proposers who submit proposals determined to be eligible for award. The purpose of these discussions will be to clarify and assure proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these discussions, the Library may not disclose information derived from proposals submitted by competing proposer.

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

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
County of Ocean 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 _____.
(N.J.S.A. 52:3415). (Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 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 be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART I BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE;

Pursuant to Public Law 2012, e. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or

- affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL

ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

NAME: _____ Relationship to Bidder: _____
Description of Activities: _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

NOTICE TO ALL CONTRACTORS

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

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

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

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the Library:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.

(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

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

Yes _____ No _____

- (a) If yes, please submit a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

Yes _____ No _____

- (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L.

1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of: P.L.1975, C. 127. (N.J.A.C. 17:27)

AMERICANS WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

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

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

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

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

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

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

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

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

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

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

NAME OF COMPANY, CORPORATION OR
INDIVIDUAL

- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS
OR PARTNERS OWNING MORE THAN 10% OF

(NAME OF ORGANIZATION)
IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the bidder is a partnership who own 10% or more of the corporate stock of the bidder of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

	PERCENTAGE OF OWNERSHIP
NAME _____ ADDRESS _____	% _____
NAME _____ ADDRESS _____	% _____
NAME _____ ADDRESS _____	% _____
NAME _____ ADDRESS _____	% _____
NAME _____ ADDRESS _____	% _____

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE BIDDER, CHECK HERE _____

I certify that the foregoing information is correct.

Signature of Secretary or Partner _____

Print Name and Title _____

of _____
Corporation or Partnership

Attachment 1: SPECIFICATIONS FOR AUTOMATED LAPTOP/TABLET SELF-CHECKOUT STATION(S)

Project Scope

The Ocean County Library seeks proposals for hardware, software, shipping, training, and ongoing maintenance for up to (3) Automated Laptop/Tablet Self-Checkout Stations. Proposal must include the cost of all services /materials related to the dispensing and management of devices. The cost of client devices are not included in the scope of this proposal.

1. General System Requirements

- a. System must be able to accommodate a variety of devices including, but not limited to, Apple Mac Books, Apple iPads, and Dell Latitude Laptops
- b. System must accommodate both laptop and tablet lending simultaneously
- c. Proposed solution must secure laptops/tablets from theft when not in use.
- d. Proposed solution should allow for future expansion to accommodate more tablets and/or laptops as the need arises.
- e. Proposed system must have the capability to charge usage and late fees, or be configured to disable fees.
- f. Proposed system must ensure proper inventory management by monitoring and tracking the tablets/laptops with automatic notification for needed service.
- g. Availability of customized kiosk graphics and/or color scheme.
- h. Vendor must provide option to accommodate any laptop/tablet brand, size and shape.
- i. Proposed system must be built to recommended ADA Standards.

2. Technical Requirements

- a. System must authenticate users via Polaris Integrated Library System using SIP2 protocol.
- b. System must rapidly charge laptops/tablets and determine battery life in real time.
- c. System must have the ability to monitor the battery life and remove the device from service until an administrator configured charging threshold is attained.
- d. System must return laptops/tablets to a preconfigured state after each use, reversing any changes made and removing any data left on the device(s).

- e. System must have the capability to e-mail administrators indicate that there is an issue with the device malfunctioning.
- f. System must have the capability to email administrators with trouble codes.
- g. System must have feature where kiosk proactively prevent the use of a malfunctioning device until an administrator can check on the issue.
- h. System must have the ability to manage kiosks remotely using a high secure login.
- i. System must have the ability to manage kiosks individually or in groups.
- j. System must have an option for a camera that takes a picture of each user at time of checkout.
- k. System must have the capability to send email receipts to each user after each session.
- l. System must have the capability to read barcoded library cards and have the option to upgrade to RFID or a magnetic stripe reader.
- m. System must have the ability for the kiosk enclosure to be easily moved from one location to another.
- n. System must have remote monitoring, troubleshooting, and basic diagnostic capabilities.
- o. System must have a centralized server management capability to manage multiple kiosks.
- p. System must have the capability to provide audit trails of checkout duration, software, user authentication and the capability of charging late fees.
- q. System must provide detailed reports including, but not limited to, checkout/rental times, rental length, number of checkout/rentals, and dollar amounts.
- r. System must allow an administrator to customize the user interface design, text, and graphics.
- s. System must allow an administrator to block individual users from using the kiosk without the need to make changes to the Library's Integrated Library System database.
- t. System must support multiple languages.
- u. System must have the capability to dispense differently configured devices based on the needs of the user.
- v. System must have the ability to solicit user feedback using a survey.