



**OCEAN COUNTY LIBRARY
101 WASHINGTON STREET
TOMS RIVER, NEW JERSEY 08753**

INVITATION TO BID

FOR

LIBRARY DEBT COLLECTION SERVICES

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of Library Debt Collection Services for the Ocean County Library, will be received by the Library Buyer at the Toms River Library, on May 7, 2019 at 11:00 AM, EST, at the Toms River Library Administrative Offices, 2nd Floor Board Room, 101 Washington Street, Toms River, New Jersey 08753.

Specifications and form of proposal may be obtained at the Toms River Library, Administrative Offices, 101 Washington Street, Toms River, New Jersey 08753 or on our website, www.theoceancountylibrary.org

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved.

By order of the Ocean County Library Commission.

Signed: **SUSAN QUINN**
Director

PHIL ROSENOW
Buyer

INSTRUCTIONS TO BIDDERS

1. All Bids:

- **WILL BE OPENED PUBLICLY IN THE ADMINISTRATION OFFICES, 2ND FLOOR, 101 WASHINGTON STREET, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.**
- **MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING ON THE OUTSIDE.**
- **WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE BUYER OR LIBRARY REPRESENTATIVE AT THE TIME THE BIDS ARE CALLED FOR.**
- **WHICH ARE TO BE MAILED, SHALL BE MAILED TO THE:**

**OCEAN COUNTY LIBRARY
ATTN: PURCHASING DEPARTMENT
101 WASHINGTON STREET
TOMS RIVER, NJ 08753**

AND MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED.

- **THE LIBRARY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.**

2. Bidders must complete and sign all documents included with the bid package:

- **NON-COLLUSION AFFIDAVIT**
- **AFFIRMATIVE ACTION QUESTIONNAIRE**
- **SIGNATURE PAGE**
- **STATEMENT OF OWNERSHIP (CHAPTER 33 OF THE LAWS OF 1977)**
- **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA OR REVISIONS (IF ISSUED)**
- **PRICE SCHEDULE (Page 26))**
- **ANY OTHER DOCUMENTS THAT MAY BE REQUIRED IN THE SPECIFICATIONS**
- **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Failure to do so, will be cause for rejection. Each bid must be signed in ink or ballpoint pen by person authorized to do so. (Black ink preferred)

3. The Library reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Library to do so.

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

5. The bidder, 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 negligent acts of the contractor, his servants or agents.

6. The contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile and shall be subject to approval for adequacy of protection as per the following limits:

Primary Coverage: The insurance policies and coverage provided by the bidder to the Ocean County Library shall apply as primary coverage with respect to any other insurance or self- insurance program afforded to the Ocean County Library. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the Ocean County Library.

Worker's Compensation

1. Statutory Limits, Employers Liability- with minimum limits of -\$1000/1000/1000.

Comprehensive General Liability

1. Each Occurrence - \$1,000,000
2. Damage to Rented or Leased Properties- \$100,000
3. Medical Expense – 5,000
4. Personal and Adv. Injury- \$1,000,000
5. General Aggregate- \$2,000,000
6. Products- Completed Operates Aggregate - \$2,000,000
7. Personal Injury- \$2,000,000

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the Library when requested.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Library and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

8. NO BID SECURITY

9. NO PERFORMANCE BOND

10. Bidders must use the "PRICE SCHEDULE FORM ", Page (26, furnished by the Library when submitting their bid.

11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract. The certificate must be dated prior to the receipt of bids.

12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Library. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Library Commission and subject to the Library Commissions customary procedures. The Library will not pay interest or late fees regardless of language provided.

14. Contract will be awarded for a (1) year period, commencing July 1, 2019 with a 2nd year renewable option if agreed by both parties.

15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

16. Award will be made by Ocean County Library Commission within sixty (60) days after receipt of bids.

17. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable.

18. Equal or Tie Bids. The Library reserves the right to award at their discretion to any one of the tie bidders.

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

20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

21. Quantities shown are approximate and the Library reserves the right to decrease or omit quantities. The Library also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid.

22. The contract shall be in effect for (1) year from date of award or until delivery is complete unless otherwise stated. The Library reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids the Library assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.

24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Library, upon which delivery locations and needed quantities shall be indicated.

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

26. **Public Works Contractor Registration Act**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.
- Contractors are encouraged to submit their and all named contractors' Public Works Contractor Registration Certificates with the bid.

27. This agreement shall not be assigned without the written consent of the Ocean County Library.

28. NJ ONE CALL. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of P.L. 1995, Chapter 384 enacted on January 10, 1996 which requires that the Ocean County Library shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

30. **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:

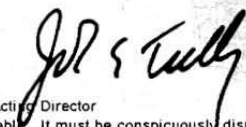
- The contractor must provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors must 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 must collect and remit, and must 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.

Please see samples of acceptable Business Registration Certificates on next page.


31. **Pay to Play Requirements:** The Vendor/Contractor must file an annual political contribution disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Vendor/Contractor receives contracts from public entities totaling in excess of \$50,000 in a calendar year. It is the Vendor's/Contractor's responsibility to determine if the filing of an ELEC disclosure statement is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

32. For further information regarding the specifications contact:

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 <small>Acting Director</small>	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

THESE ARE SAMPLES OF THE **ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN. THE CERTIFICATE MUST BE DATED PRIOR TO THE RECEIPT OF BIDS.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

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
Ocean County 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 _____.
(N.J.S.A. 52:34-15). (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

(REVISED 4/10)

EXHIBIT A**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

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 County of Ocean:
 - (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 Employee 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 N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) 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 N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

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 Ocean County Library 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 Library employee, nor shall any Library personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the Ocean County Library".

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. _____

"SIGNATURE PAGE"

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 _____	_____
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

THIS FORM MUST BE COMPLETED AND SIGNED

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, c. 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:

BID DOCUMENT CHECKLIST

Bid Title: _____

Items Required with Bid	Submission Requirement	Items Submitted (Bidder's Initials)
X	Non-Collusion Affidavit	
X	Affirmative Action Questionnaire	
X	Signature Page	
X	Statement of Ownership (Chapter 33 of the Laws of 1977)	
X	Acknowledgment of Receipt of Addenda or Revisions (if issued)	
X	Price Schedule Form (Page 26)	
X	Copy of Bidder's New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran Form	
	Catalogs / Price Lists	
	Certification of Available Equipment	
	Certified Financial Statement	
	Compliance Responses	
	Contractors Data Sheet	
	Descriptive Literature and Technical Specifications	
	Product Samples	
	References	

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

OCEAN COUNTY LIBRARY

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

BIDDER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

INTENT

The purpose of this bid package is to provide the Ocean County Library with a provider who will supply the materials/services described and specified herein.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the Ocean County Library which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the Library shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Library Purchasing Department on the day following the openings for any interested party that may wish to review them.

Requests for bid tabulations by mail will not be honored. In person requests for copies of bid results will follow the Library policy for copies.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials/services shall all be taken into consideration. Where equivalent equipment is offered, the Library will determine if the proposed item is equal or better than that specified.

AVAILABILITY OF FUNDS

The Library's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Library for payment of any money shall arise unless, and until funds are made available each year to the Director of the Library.

INFORMALITIES

The Ocean County Library reserves the right to reject any or all bids, to waive any informality in bid, to accept in whole or in part such bid or bids as may be deemed in the best interest of The Ocean County Library.

MODIFICATIONS & WITHDRAWALS

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the Library upon due notice of deficiency.

WARRANTY

Manufacturers warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

AVAILABILITY AND DELIVERY

The bidder must indicate the number of days required for the delivery After Receipt of Order (A.R.O.)

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Ocean County Library, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the Library's request.

COMPLIANCE TO MINIMUM BID REQUIREMENTS
EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of a new and unused Library Debt Collection Services with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All bidders must answer compliance questions in full. A general exception cannot be taken for any paragraph or item. If a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal", he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply will result in rejection of bid.

Proposal for the furnishing, of **LIBRARY DEBT COLLECTION SERVICES** for the Ocean County Library.

To the Ocean County Library Commission.

Gentlemen/Ladies:

The undersigned hereby declare that they have carefully examined the advertisements and specifications for the **LIBRARY DEBT COLLECTION SERVICES** and that they will complete the said contract in all respects according to the specifications.

[Partnership]

The undersigned is a [Corporation] under the laws of the State

[Individual]

Of

Having principal offices at

Name of Company, Corporation, or Individual
Please Print

Signed by:

Official Title

Address

Telephone () _____

Specifications for the INVITATION TO BID
For Collection Services for the
Ocean County Library
101 Washington Street
Toms River, New Jersey 08753
Due: 11:00 AM EST, May 7, 2019

A. INTENT

The purpose of this Invitation to BID is to present the Ocean County Library's (OCL) requirements and related information for collecting non-returned library materials, fines and fees. OCL's primary need is to recover library materials.

The terms, *Organization* and *Contractor*, used throughout this BID request are used to define *Organization* as those firms submitting a BID and *Contractor* as the firm or firms selected to perform the work specified. OCL is used to define the Ocean County Library.

B. OCEAN COUNTY LIBRARY OVERVIEW

The Ocean County Library consists of 19 branch libraries and 2 reading centers. OCL's holdings number over 1,300,000 items. Approximately 248,000 borrowers are currently registered. Annual circulation is more than 4.0 million items per year. OCL has reciprocal borrowing agreements with other libraries in New Jersey.

- 1. OCL charges various fines and fees. OCL charges fines of \$00.15 per day for overdue library books, audio materials, periodicals, and all videos and DVDs with the exception of Adult feature films and video games to a maximum of \$15.00 per item. Fines on Adult feature videos and video games are \$00.50 per day, to a maximum of \$15.00 per item.**
- 2. When materials become overdue OCL does the following: One delinquency notice is sent either through computer-generated voice system, email, text messaging or mail at seven (7) days overdue for all material types. When an item is twenty-two (22) days overdue a second notice is given via the computer voice system, email, text messaging or mail for all material types. At forty-five (45) days overdue for all material types the item is "set" to lost and a bill is sent by mail. If the item is returned, the customer owes the maximum fine. If the item is lost, the customer owes the price of the item. The customer may not use their OCL borrowing privileges if the amount due is more than \$24.99. When a customer reaches \$25.00 in fines a notice is sent either through computer-generated voice system, email, text messaging or mail.**
- 3. Overdue customer accounts with balances of \$50.00 or more will be submitted for collection by the vendor, approximately two (2) weeks after the bill is sent. It is estimated that approximately 150 accounts will be submitted for collection each month.**
- 4. OCL will provide limited customer information for submitting accounts and will provide daily updates via ASCII computer output using Polaris Integrated Systems software.**

C. REQUIREMENTS

- 1. The Contractor shall perform all services as described herein unless OCL agrees in writing to any change. All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act.**

- 2. Language of letters sent to customers must be pre-approved by OCL. Letters must separately show the amount due for materials, the amount due for fines/fees, and the total cost.**
- 3. The Contractor will be expected to help with on-site training and implementation as needed by OCL at no additional cost.**
- 4. The contractor staff shall meet with OCL staff upon request.**
- 5. The Contractor and OCL shall establish a signed contract which includes written procedures for providing the services described herein.**
- 6. The Contractor shall have, as a minimum, the capabilities listed herein, and the response submitted must describe in detail, the execution of these services, and also the degree of expertise in utilizing these capabilities.**
- 7. The Contractor shall place an emphasis on the return of materials to OCL. The Contractor shall also have customers direct all payments back to OCL.**
- 8. It is essential to maintain customer goodwill while keeping the service budget neutral, and using the latest technology available to communicate with the customer.**
- 9. Implementation will occur within sixty days of contract signing and services will be required for a (1) year period commencing July 1, 2019 with a second year renewable option if agreed by both parties. Notification to renew or terminate the contract will be communicated by March 31, 2020 to the contract holder at that time.**

D. REQUIRED SERVICES

- 1. The Contractor shall accept automated electronic data transfer and payment information from the OCL database. It is expected that the Contractor will work, at no cost, with OCL and its automation provider, Polaris Integrated Library Systems to ensure accurate and timely transmission of data via e-mail or FTP. On a monthly basis, the Contractor shall provide an Acknowledgement Report on all electronically submitted accounts.**
- 2. The Contractor shall ensure the confidentiality, security and safety of all OCL files, documents, computer files, etc.**
- 3. It is anticipated that most payments will be made directly to OCL. However, the Contractor shall maintain accurate records of any collection transactions received, including cash, money order, credit card and checks. These payments must be transmitted in full to OCL within one (1) business day.**
- 4. The Contractor shall provide written documentation of OCL account numbers corresponding to payments written on all payment transactions; in addition, appropriate mechanisms for verifying and tracking all payments received shall be forwarded to OCL.**
- 5. The Contractor shall provide on a monthly basis a report that details for each customer the value of materials returned, money received, charges waived, and balance due for all accounts submitted during**

the preceding six (6) months. The Contractor shall also provide custom, ad-hoc reporting requested by OCL at no additional charge.

6. The Contractor shall provide a Bankruptcy Report which includes: (1) A history of all accounts that reflect a “bankruptcy” status in OCL’s database; (2) A list of any accounts that were “new to bankruptcy” for the month; and, (3) A list of any accounts that were either discharged or dismissed during the month. Customers will be listed alphabetically by last name and the report will include an account number, the date the account was initiated by the Contractor, the original balance, current balance, last pay date, and the date on which the account was reported bankrupt.

7. Within one (1) week of receipt of submitted accounts from OCL, the Contractor shall use USPS to mail initial letters to customers.

8. The Contractor shall provide skip tracing services to locate customers with bad addresses. On a monthly basis the Contractor shall provide new addresses acquired to OCL, cross-referenced with customer account number.

9. When OCL provides customer date of birth and/or juvenile codes, the Contractor shall send written communications to the parents of all customers under the age of eighteen.

10. Information on all OCL accounts, including inactive accounts, must be available on demand.

11. The Contractor shall provide appropriate OCL staff 24-hour, live, interactive account access to customer information found in the Contractor’s database. This access should be through a secured connection and allow OCL to look at all accounts submitted to the Contractor, active or inactive, and their current status. It should also allow OCL to see collection activities that have occurred on the accounts. OCL staff should be able to easily suspend accounts, generate paid-in-full letters on Contractor letterhead, and create reports directly from the Contractor’s secured database 24 hours a day, 7 days a week.

12. The Contractor must be available to act as a consultant to advise OCL in unusual collection matters.

13. The contract may be terminated with (30) days written notice by either party.

E. RULES AND CONDITIONS FOR SUBMISSION

Requests for Clarification:

Questions and requests for clarification concerning this Invitation to Bid shall be submitted in writing to:

Ocean County Library
Attn: Purchasing Department
101 Washington Street
Toms River, NJ 08753
Voice: (732) 914-5422
Fax: (732) 736-0271

The words “Collection Service BID Inquiry” shall appear on the envelope (or at the top of the fax). Inquiries shall state the page and applicable BID Request section or paragraph to which the question(s)

pertain. Confirming receipt of faxed questions is the responsibility of the bidder.

Submission Requirements:

All responses to this BID Request should be prepared as closely as possible in accordance with the instructions outlined in this section.

The proposal shall be signed by an authorized representative of the company and shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period, including the second year renewable option. The proposal shall include:

- a. A letter of proposal submission and introduction, including the name and address of the firm submitting the proposal, and name of a contact person, shall be the first page of the proposal. The proposal shall be signed by an authorized representative of the Organization and shall include the name (s), title, address, and telephone number of the individual(s) authorized to sign a contract with the Library.**
- b. An executive summary highlighting the Organization's background, experience and variety of services. Any service enhancements unique to the Organization shall immediately follow the letter of proposal submission and introduction.**
- c. A brief statement of the Organization's understanding of the services required and the accounts to be serviced.**
- d. A work plan detailing the approach the Organization intends to follow in providing the services required as outlined in this BID. Include copies of written communications and telephone scripts. Describe the procedures for dealing with minors.**
- e. The fees for collection services performed.**
- f. The Organization shall define their capacity to meet the intended objectives of this BID. Include description of the Organization chart, names of staff members that would primarily be assigned to this account, role of each staff member, and resumes of principal officers showing education and experience relevant to this type of work shall be included.**
- g. References showing prior experience in the areas as outlined in this BID preferably with libraries, government agencies and/or corporate clients. At least four (4) of these references should be current library clients that utilize the Horizon 7.3, Horizon 8.0 or Polaris ILS Integrated Library System. Each reference shall include the name and address of client as well as the name, telephone number, and e-mail address of individual who can be contacted for verification of services.**
- h. Copies of reports, forms, standard agreement, etc.**
- i. The proposal shall contain a description of any automated systems supporting collection efforts, including a description of hardware and software. Describe what information is desired for each customer submitted for collection.**
- j. The proposal shall contain a copy of the Certification of Employee Information Report or Form AA-302 Initial Employee Information Request.**

- k. The proposal shall contain a copy of the Organization's New Jersey Business Registration Certificate.**
- l. The proposal shall include information about the Organization's possession of, or its ability to obtain, all applicable city and state licenses to operate as a collection agency if and when selected as the Contractor.**
- m. Include any other information that is considered to be important by the Organization.**

Deviations from the above format or the absence of documentation may render the proposal invalid for this BID.

BID OPENING

- Will be opened publicly in the Toms River Headquarters Branch Library Board Room, 2nd floor Administrative Offices, 101 Washington Street, Toms River, NJ 08753 at 11:00 AM EST on May 7, 2019.**

Note: Responses which are to be hand delivered the day of the opening must be presented to Phil Rosenow, Buyer at the time the responses to this BID Request are called for. Responses which are mailed must be addressed to: Ocean County Library, 101 Washington Street, Toms River, NJ 08753; Attention: Phil Rosenow and must be received at the above address prior to 10:30AM on the date on which they are to be opened. In case of mailed bids OCL assumes no responsibility for bids received after the designated time and date and will return unopened bids to the vendor.

The Ocean County Library Commission shall award a contract to the firm that best meets the needs and interests of the Commission.

OCL reserves the right to cancel the award of contract any time before the execution of the contract by both parties. The responding Organizations bear sole risk and responsibility for costs incurred in the preparation and mailing of the proposal.

OCL reserves the right to reject any or all responses to this Invitation to BID. In cases of disputes over differences of opinions as to the services in the proposal, the decision of OCL shall be final.

F. PAYMENT SCHEDULE

Ocean County Library payments shall be made to the Organization after implementation of the program, as specified in the contract between OCL and the Organization selected.

G. EVALUATION

- 1. Evaluations will be performed by appropriate OCL staff.**
- 2. Evaluation Procedure:**
 - a. Use "evaluation criteria" outlined to evaluate responses / bids**
 - b. Schedule demonstrations / presentations, as necessary**
 - c. Conduct reference checks. Preference will be given for public library references**
- 3. Evaluation Criteria:**
 - a. Adherence to specifications**
 - b. Cost of services**
 - c. Experience / knowledge levels with public libraries of similar size**

- d. Ability to provide services required by OCL
- e. Completeness in meeting requirements of this BID
- f. Demonstrated ability to maintain good customer relations
- g. Rate of successful return
- h. Proven collection services capabilities (i.e., proven ability to handle large accounts successfully based upon feedback received from references.)
- i. Overall quality and completeness of service
- j. Understanding of OCL's needs, problems, tasks, availability for training, and personal service.
- k. Business reputation (i.e., sound business reputation based upon feedback received from references.)
- l. Appropriate resources to satisfy the requirements of the contract
- m. Necessary documents as specified.
- n. Possession of all, or ability to obtain, all applicable city and state licenses to operate as a collection agency if and when selected as the Contractor

H. INABILITY TO MEET SPECIFICATIONS

If an organization is unable to meet a specification in this BID or to provide all materials or services set forth in the BID, the organization must state:

- The specification in question
- The nature and extent of the organization's noncompliance with the specification
- The reasons for the noncompliance in sufficient detail to allow full evaluation by OCL
- An alternative to the specification

I. WARRANTY

Any organization submitting a BID warrants and guarantees that the organization is fully capable of performing the task required by this BID. No limitation or exception to this warranty provision will be acceptable to OCL; except, it is understood that the organization is not responsible for any problems in performance caused by improper acts or omissions by OCL.

J. FEES

The BID must outline clearly stated and specific fees, for collection services performed. All fees must be stated as part of the proposal for accounts assigned and collected.

Any collection costs incurred as a result of collecting accounts are the responsibility of the Contractor.

OCL will remit any appropriate fee to the Contractor within sixty (60) days after invoice is received by the Library.

PRICE SCHEDULE FORM

Library Collection Services: Cost per Submission \$_____

Company Name _____

Signature/Title _____

Date _____

The above costs reflect year (1) of the contract for Library Debt Collection Services. If the Organization and Library agree to renew for an optional second year, the Organization will retain the same pricing as the first year.

Please initial one choice below

Accept _____

Decline _____