#### REQUEST FOR PROPOSAL FOR

#### **Accounting Services and Other Related Services**

**Gloucester County Library System** 

### SUBMISSION DEADLINE AT WHICH TIME PROPOSALS WILL BE OPENED IS

December 8, 2025 2:00 PM

**ADDRESS ALL PROPOSALS TO:** 

CAROLYN S. OLDT, DIRECTOR GLOUCESTER COUNTY LIBRARY SYSTEM 389 WOLFERT STATION RD. MULLICA HILL, NJ 08062

#### **GENERAL INFORMATION & SUMMARY**

#### ORGANIZATION REQUESTING PROPOSAL

GLOUCESTER COUNTY LIBRARY SYSTEM 389 WOLFERT STATION RD. MULLICA HILL, NJ 08062

#### **CONTACT PERSON**

Please direct all questions in writing to:

CAROLYN S. OLDT Director, Gloucester County Library System (856) 223-6010 coldt@gcls.org

#### **PURPOSE OF REQUEST**

The Gloucester County Library Commission is requesting proposals from qualified individuals and firms to provide Accounting Services and other related projects

#### PERIOD OF CONTRACT

January 1, 2026 through December 31, 2026.

#### METHOD OF PAYMENT

Contractor shall be paid in accordance with the Contract document upon receipt of an invoice and a properly executed voucher. After approval by Gloucester County Library Commission, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

#### PROCEDURE FOR PAYMENT OF BILLS

The Contractor shall bill on a monthly basis for work performed pursuant to this contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the Gloucester County Library System's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the Gloucester County Library Commissioners. At each such Meeting, the Gloucester County Library Commissioners shall approve and certify the submitted bills, and direct that payment be made within 10 days of such meeting date.

The Gloucester County Library Commission shall examine the bills submitted on the periodic billing date prior to the monthly meeting. In the event that the Gloucester County

Library Commission shall determine that all or some portion of the payment should be withheld, the Gloucester County Library System shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the monthly Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

#### **CONTRACT FORM**

The successful proposer shall be required to execute the Gloucester County Library System's (GCLS) form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against GCLS arising out of, or by reason of, the work done and materials furnished under this Contract.

#### **DETAILED REQUIREMENTS OF THE**

### REQUEST FOR PROPOSAL FOR ACCOUNTING SERVICES AND OTHER RELATED SERVICES

- 1. GLOUCESTER COUNTY LIBRARY SYSTEM FACTS AND FIGURES The Gloucester County Library System is a legal, governmental entity. Its governing body consists of five Library Commissioners, appointed by the Board of County Commissioners of Gloucester County. The Gloucester County Library System currently comprises five branch libraries and one association library supported by fourteen member communities. Gloucester County Library System will be building a new branch in Clayton with the anticipation completion date of spring 2026.
- 2. <u>NATURE OF SERVICES</u> The Gloucester County Library Commission is requesting proposals from qualified individuals and firms to provide Accounting Services and other related Services.

Proposers should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

- **3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** Proposers should submit a technical proposal which contains the following:
  - **A.** The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
  - **B.** The age of the proposer's firm and the average number of employees over the past three years;
  - **C.** The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
  - D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. GCLS may obtain references from any of the parties listed;
  - **E.** A detailed plan for providing the proposed services;
  - **F.** Proof of professional liability insurance;
  - **G.** Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
  - **H.** Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
  - I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

- J. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the GCLS's facilities;
- **K.** An Affirmative Action Statement (copy of form attached);
- **L.** A completed Non-Collusion Affidavit (copy of form attached):
- **M.** A completed Owner Disclosure Statement (copy of form attached);
- **N.** A statement that the proposer will comply with the General Terms and Conditions required by GCLS and enter into the GCLS's standard Professional Services Contract;
- **O.** A copy of the proposer's Business Registration Statement.
- **P**. A representation that all services will be performed within the United States of America.

#### 4. <u>SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL</u> –

The proposer must demonstrate the ability to:

- Prepare and complete the Gloucester County Library System's required financial audit.
   Preparation and completion must be done in strict compliance with all
  - applicable laws, rules and regulations;
- 2. Provide sufficient qualified staff to complete the engagement within the time frame and in satisfaction of the deadlines established by the Gloucester County Library System;
- 3. Provide guidance regarding other standard financial reports and transactions throughout the term year.
- 4. Provide guidance regarding the sufficiency of internal control procedures and accounting practices throughout the term year.

Note: Supplemental information may be requested and an interview may be required.

**5. PAYMENT SCHEDULE** - The services provided under this agreement shall be paid for monthly by GCLS payable after the services are completed and the invoice is submitted and approved by the Gloucester County Library Commission. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

**LICENSING** - If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the Gloucester County Library System a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the Gloucester County Library System immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide GCLS with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

7. INDEMNIFICATION - The successful proposer shall be responsible for, shall keep, save and hold the Gloucester County Library Commission harmless from, and shall indemnify the Gloucester County Library Commission against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

### 8. <u>INSURANCE</u> - Insurance and Indemnification

The Gloucester County Library System requires the Vendor to secure and maintain during the life of this contract the following insurance coverages which will insure against claims which may arise out of or result from the business operations under the Contract and for which the Vendor may be legally liable. All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Gloucester County Library System. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater. The Vendor shall not commence work under this contract until it has obtained the insurance required under this section.

**Commercial General Liability** insurance for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence \$1,000,000 personal and advertising injury \$2,000,000 general aggregate per project; and \$2,000,000 products/completed operations aggregate.

#### Policy shall include:

- Blanket contractual liability including protection for the Vendor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.
- Liability arising from products and ongoing & completed operations
- Liability arising from the actions of independent contractors; and
- Liability arising from premises operations.

If Applicable - If Driving On Library Business: Business Automobile Liability insurance including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

**Workers' Compensation\*** insurance with statutory benefits as required by any State or Federal law, including "other states" coverage: **Employer's Liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 each employee for bodily injury by disease; and

\$1,000,000 policy limit for bodily injury by disease.

#### \*This requirement applies to ALL Vendors, including sole proprietors.

**Umbrella Liability** insurance with a minimum limit of \$2,000,000 per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and employer's liability coverages.

**Professional Liability / Errors & Omissions** insurance with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.

**Cyber Security and Privacy** Liability Insurance with limits of liability not less than \$1,000,000 per occurrence or claim.

**Additional Insured Status** "Gloucester County Library System", including all elected and appointed officials, all employees and volunteers, shall be added as additional insured on the **General Liability** policy with respect to work performed by the insured. The above wording shall be on the certificate of insurance and a copy of the additional insured endorsement must be provided.

**Primary/Non-Contributory** Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

**Waiver of Subrogation** Contractor hereby grants to the Gloucester County Library System a waiver of any right to subrogation (Except for Workers Compensation Coverage) which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation.

**Subcontractors** Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**Cancellation Clause** Coverage required under this Agreement shall not be canceled, non-renewed or materially changed without 30 days prior written notice from Vendor to the Board of Education, except where cancellation is for nonpayment of premium, then 10 days' prior notice shall be given.

**Proof of Required Insurance** Vendor shall provide the Gloucester County Library System along with the proposal Certificate(s) of Insurance evidencing such required coverages. A copy of the General Liability Additional Insured Endorsement must be provided with the certificate(s).

### All Vendors MUST provide the correct Certificates of Insurance/proof of insurance listed above along with their proposal.

The appointed Professionals shall provide the Gloucester County Library System <u>at the time the contract</u> is returned to them for execution, Certificate(s) of Insurance and endorsements evidencing all required coverages.

**Continuation of Coverage** If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal Certificate(s) to the Gloucester County Library System at least ten (10) days prior to the expiration date.

- **9. APPLICABLE LAW** The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.
- **10. INDEPENDENT CONTRACTOR STATUS** The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the Gloucester County Library System.
- **11. TERMINATION** Any contract entered into by and between the Gloucester County Library System and the successful proposer may be terminated as follows:
  - A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
  - B. The Gloucester County Library System shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar(10) days' notice to the successful proposer. However, the Gloucester County Library System shall not have the right to

declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information and an interview may be required.

- **12. COST PROPOSAL** Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The Gloucester County Library System does not provide payment for or reimbursement for travel expenses.
- **13. DISCUSSIONS WITH PROPOSERS** An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the Gloucester County Library System(GCLS). However, the GCLS may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.
- **PROPOSAL EVALUATION** GCLS will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the GCLS. GCLS may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. GCLS will make the award that is in the best interest of the GCLS based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. GCLS reserves the right to:

- **a.** Not select any of the proposals.
  - **b.** Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
  - **c.** Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

GCLS shall not be obligated to explain the results of the evaluation process to any proposer.

GCLS may require proposers to demonstrate any services described in their proposal prior to award.

- **PROPOSAL LIMITATIONS** This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the GCLS by issuance of this RFP. GCLS reserves the right at the GCLS's sole discretion to refuse any proposal submitted.
- **16. USE OF INFORMATION** Any specifications, drawings, sketches, models, samples,

data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the GCLS to the proposer in connection with this RFP shall remain the property of the GCLS. When in tangible form, all copies of such information shall be returned to the GCLS upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the GCLS or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

17. PROPRIETARY INFORMATION - Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the GCLS. All materials submitted become the property of the Gloucester County Library System and may be returned only at the GCLS's option.

#### 18. GENERAL TERMS AND CONDITIONS -

- A. The Gloucester County Library Commission reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the County to do so.
- B. In case of failure by the successful proposer, the Gloucester County Library Commission may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Gloucester County Library Commission harmless from, shall indemnify and shall defend the Gloucester County Library Commission against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- **D.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.

- **E.** Each proposal must be signed by the person authorized to do so.
- **F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Gloucester County Library Commissioners and subject to the GCLS's standard procedures.
- G. The Gloucester County Library System is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- **H.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, GCLS assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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 stares, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- **K.** All services shall be performed within the United State of America.
- **L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- **M.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the GCLS harmless in any case of any such infringement.
- No proposer shall influence, or attempt to influence or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the county purchasing agent's decision shall be final and conclusive.
- **Q.** The Gloucester County Library Commission shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the GCLS Purchasing Department no fewer than Three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

#### **END OF GENERAL INSTRUCTIONS**

#### Insurance and Indemnification

00 per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and employer's liability coverages.

Professional Liability / Errors & Omissions insurance with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.

Cyber Security and Privacy Liability Insurance with limits of liability not less than \$1,000,000 per occurrence or claim.

Additional Insured Status "Gloucester County Library System", including all elected and appointed officials, all employees and volunteers, shall be added as additional insured on the General Liability policy with respect to work performed by the insured. The above wording shall be on the certificate of insurance and a copy of the additional insured endorsement must be provided.

Primary/Non-Contributory Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

Waiver of Subrogation Contractor hereby grants to the Gloucester County Library System a waiver of any right to subrogation (Except for Workers Compensation Coverage) which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Subcontractors Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Cancellation Clause Coverage required under this Agreement shall not be canceled, non-renewed or materially changed without 30 days prior written notice from Vendor to the Board of Education, except where cancellation is for nonpayment of premium, then 10 days' prior notice shall be given.

Proof of Required Insurance Vendor shall provide the Gloucester County Library System along with the proposal Certificate(s) of Insurance evidencing such required coverages. A copy of the General Liability Additional Insured Endorsement must be provided with the certificate(s).

All Vendors MUST provide the correct Certificates of Insurance/proof of insurance listed above along with their proposal.

The appointed Professionals shall provide the Gloucester County Library System <u>at the time the contract is returned to them for execution</u>, Certificate(s) of Insurance and endorsements evidencing all required coverages.

Continuation of Coverage If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal Certificate(s) to the Gloucester County Library System at least ten (10) days prior to the expiration date.

(To be completed by GCLS evaluation committee)
(100 Point total will be used to determine the Award)
GCLS will select the vendor deemed most advantageous to GCLS, based on price and other factors considered.

Points propo durinç	SCORE	
A.	Proposal contains all required checklist information points	
В.	Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned  points	
C.	Relevance and Extent of Similar Engagements performed  points	
D.	Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability  points	
E.	Reasonableness of Cost Proposal points	
	TOTALS	

#### **REQUEST FOR PROPOSAL CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document. A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

		INITIAL BELOW
A.	An original with Five (5) signed copies of your complete proposal.	
В.	Non-Collusion Affidavit properly notarized	
C.	Public Disclosure Statement listing the names of all persons owning ten (10) percent or more of the proposing entity.	
D.	Authorized signatures on all forms.	
E.	Business Registration Certificate(s) Must be submitted prior to award	
F.	Disclosure of Investment Activities in Iran and Prohibited Activities in Belarus Russia <b>Must be submitted prior to award</b>	
for ce	te: N.J.S.A 52:32-44 provides that the Gloucester County Library Commission shall goods or services unless the other party to the contract provides a copy of its busines rifficate for the State of New Jersey, and the business registration certificate of any sume that it submits its proposal. The contracting party must also collect the state use to   THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.	ess registration ubcontractors, at the
NA —	AME OF PROPOSER:	
Pe	rson, Firm or Corporation	
BY	(NAME) (TITLE)	

#### **EXHIBIT A**

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. 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, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing,

as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the 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 <u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27</u>.

# MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27

Representative's Name/Title (Print):			
Representative's Signature:			
Name of Company:			
Tel. No.:	Date:		_

#### **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY GLOUCESTER COUNTY LIBRARY COMMISSION ss:
I AM
OF THE FIRM OF
JPON MY OATH, I DEPOSE AND SAY:  1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;  2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;  3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE IRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE GLOUCESTER COUNTY LIBRARY COMMISSION 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 ENGAGEMENT; AND 4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY
OF
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
NOTARY PUBLIC OF
MY COMISSION EXPIRES:20

#### STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2

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

Name Organization:	
Organization Address:	
Non-Profit Corporation (skip Part For-Profit Corporation (any type)	and III, execute certification in Part IV) ts II and III, execute certification in Part IV)Limited Liability Company (LLC) ipLimited Liability Partnership (LLP)
<u>Part II</u>	
who own 10 percent or more of partnership who own a 10 percent	nes and addresses of all stockholders in the corporation its stock, of any class, or of all individual partners in the cent or greater interest therein, or of all members in the vn a 10 percent or greater interest therein, as the case T BELOW IN THIS SECTION)
or no individual partner in the pa	pration owns 10 percent or more of its stock, of any class artnership owns a 10 percent or greater interest therein, ility company owns a 10 percent or greater interest
(Please attach additional sheets if more	e space is needed):
Name of Individual or Business Entity	Address

### <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

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

#### Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Gloucester County Library Commission is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Gloucester County Library Commission to notify the Gloucester County Library Commission in writing of any changes to the information contained herein; that I am aware that

it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Gloucester County Library Commission to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:	
Signature:	Date	

## STATE OF NEW JERSEY—DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AND PROHIBITED ACTIVITIES IN RUSSIA-BELARUS

Quote Number: E	Bidder/Offeror:
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### PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into a new or renew a contract, for good or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any of parent entity, subsidiary or affiliate, is identified on the Department of Treasury's Russia, Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, no any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

http://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

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

#### PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to law that neither the person or entity listed above, nor any parent
entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities
engaged in prohibited activities in Russia or Belarus pursuant to N.J.S.A. 52:32-60.1. I
further certify that I am the person listed above, or I am an officer of representative of the
entity listed above and am authorized to make this Certification on its behalf. Part 2 and
sign and complete the Certification below.
OR

☐ I am unable to certify as above because person or entity and/or a parent entity, subsidiary, or affiliate I listed on the Department's Russia-Belarus list and/or Chapter 25

Iran List. I will provide a detailed, accurate and precise description of the activities as described in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the prentity, or of a parent entity, subsidiary or affiliate, engaging in prohibited activities in R Belarus and/or investment activities in Iran in the space below and, if needed on a sheets provided by you.		
PART 3: CERTIFICATION OF TRUE AN	D COMPLETE INFORMATION	
information and any attachments there, to	hereby represent and state that the foregoing the best of my knowledge, are true and complete. I certification on behalf of the above-referenced person	
information contained herein and hereby a from the date of this certification through the	County Library Commission is relying on the acknowledge that I am under a continuing obligation the completion of any contracts with the Gloucester Gloucester County Library Commission in writing of a contained herein.	
misrepresentation in this certification. If I of prosecution under the law and that it will a with the Gloucester County Library Comm	t it is a criminal offense to make a false statement or do so, I recognize that I am subject to criminal also constitute a material breach of my agreement)s_ ission and that the Gloucester County Library contract(s) resulting from this Certification void and	
Full NamePrint	Title	
Print		
Full NameSignature	Date:	