

**REQUEST FOR PROPOSAL FOR
LABOR ATTORNEY LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE**

**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

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

CONTACT PERSON

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

PURPOSE OF REQUEST

The Gloucester County Library System is requesting proposals from qualified individuals and firms to provide Labor Attorney legal services and other legal services of a specialized nature to the Library. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

January 1, 2026 - December 31, 2026

CONTRACT FORM

The successful proposer shall be required to execute the Gloucester County Library System's 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 the Gloucester County Library System arising out of, or by reason of, the work done and materials furnished under this Contract.

PROCEDURE FOR PAYMENT OF BILLS

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 County Library's periodic billing date.

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

The Gloucester County Library System shall examine the bills submitted on the periodic billing date prior to the monthly Commission Meeting. In the event that the Gloucester County Library System shall determine that all or some portion of the payment should be withheld, the County Library 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 Gloucester County Library Commission 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 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 the Gloucester County Library System arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL FOR LABOR ATTORNEY LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE

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. NATURE OF SERVICES – Gloucester County Library System is requesting a proposal for legal counsel.

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 government agencies and other levels of government. Contact information for the recipients of the similar services must be provided. The County Library may obtain references from any of the parties listed;

A description of all other areas of expertise of the proposer, with emphasis on a description of those services of interest to a County Library/government client;
- 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 County Library'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 the Gloucester County Library System and enter into a 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. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –

- A. The proposers must demonstrate the ability to:
 - 1. Review and aid in the preparation of Resolutions and legal documents pertaining to the Gloucester County Library System;
 - 2. Attend all regular and special meetings of the Gloucester County Library Commission;
 - 3. Conduct legal research and render legal opinions and assistance to the Gloucester County Library Commission and administration;
 - 4. Assist, when necessary, any other Attorney which the Gloucester County Library Commission may engage;

5. Represent the Gloucester County Library System in litigation.

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

5. COST PROPOSAL - Proposers should submit a cost proposal which would include costs for the specified services. No additional charges or fees will be permitted. The Gloucester County Library System does not provide payment for or reimbursement for travel expenses.

6. 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. However, the County Library 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.

7. PROPOSAL EVALUATION – The Gloucester County Library System 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 County Library. The County Library may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The County Library will make the award that is in the best interest of the Gloucester County Library System 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. The Gloucester County Library System 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.

The Gloucester County Library System shall not be obligated to explain the results of the evaluation process to any proposer.

The Gloucester County Library System may require proposers to demonstrate any services described in their proposal prior to award.

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 Gloucester County Library System, payable after the services are completed and the invoice is submitted and approved by the Gloucester County Library System. 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.

6. 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 Gloucester County Library System 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 System harmless from, and shall indemnify the Gloucester County Library System 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. INSURANCE -

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 at the time the contract 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 may be requested 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. However, the Gloucester County Library System 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.

14. PROPOSAL EVALUATION - Gloucester County Library System 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 Gloucester County Library System. The Gloucester County Library System may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The Gloucester County Library System will make the award that is in the best interest of the Gloucester County Library System 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. The Gloucester County Library System 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.

The Gloucester County Library System shall not be obligated to explain the results of the evaluation process to any proposer.

The Gloucester County Library System may require proposers to demonstrate any services described in their proposal prior to award.

15. 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 Gloucester County Library System by issuance of this RFP. The Gloucester County Library System reserves the right at the Gloucester County Library System'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 Gloucester County Library System to the proposer in connection with this RFP shall remain the property of the Gloucester County Library System. When in tangible form, all copies of such information shall be returned to the County 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 Gloucester County Library System 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 Gloucester County Library System. All materials submitted become the property of the Gloucester County Library System and may be returned only at the Gloucester County Library System's option.

18. GENERAL TERMS AND CONDITIONS –

A. The Gloucester County Library System 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 Gloucester County Library System to do so.

B. In case of failure by the successful proposer, the Gloucester County Library System 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 System harmless from, shall indemnify and shall defend the Gloucester County Library System 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 System Commissioners and subject to the Board of County Commissioner'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, the Gloucester County Library System 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, (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 status, 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 public law, 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 Gloucester County Library System harmless in any case of any such infringement.

N. 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 System 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 Gloucester County Library System 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

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by Gloucester County Library System evaluation committee)

(100 Point total will be used to determine the Award)

The Gloucester County Library System will select the vendor deemed most advantageous to the Library based on price and other factors considered.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____ points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ points	
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 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. _____
- B. 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 **Must be submitted prior to award** _____

Note: N.J.S.A 52:32-44 provides that the Gloucester County Library System shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Person, 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. 17:27-5.2, 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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 _____

UPON 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 TRUE 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 _____ 20 _____.

(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: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,

PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the 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 System 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: _____ Bidder/Offeror: _____

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

PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION

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

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

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

Full Name _____ Title _____
Print

Full Name _____ Date: _____
Signature