



**BAYONNE PUBLIC LIBRARY
697 AVENUE C
BAYONNE, NJ 07002**

**REQUEST FOR PROPOSALS (RFP)
FOR PROFESSIONAL LEGAL SERVICES
LIBRARY BOARD ATTORNEY**

**SECTION 1
SUMMARY AND BACKGROUND**

The Board of Trustees of the Bayonne Public Library (the “Library Board”) is currently soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4, *et seq.*, to appoint Legal Counsel to represent the Library Board and the Library in all legal aspects of public library operations and handle the following services and render legal advice and opinions as follows:

- a. New Jersey Library Law statutes and applicable regulations
- b. New Jersey Open Public Meetings Act
- c. New Jersey Open Public Records Act
- d. New Jersey Local Public Contracts Law
- e. Preparation and review of requests for proposals and construction-related contracts
- f. First Amendment Rights
- g. Patron relations and patron conduct
- h. Confidentiality of library records
- i. Developing and reviewing operating policies and procedures and Board Bylaws
- j. Library funding issues
- k. Representation before State and federal courts and administrative agencies

SECTION 2 PROPOSAL GUIDELINES

A. Process and Schedule

1. Proposals must be submitted to the Library no later than 12:00 noon on **June 3, 2024** at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director. No Proposals will be accepted after that date and time. Proposals may be submitted by U.S. mail or hand delivery, but will not be accepted by facsimile transmission or electronic mail, or by any other electronic means. No Proposal may be withdrawn for a period of sixty (60) days after the date set for the opening of Proposals.

2. Proposals must be submitted in a sealed envelope. Proposals must be signed by an authorized representative of the Respondent, and one (1) original and two (2) copies of the Proposal all must be enclosed in a sealed envelope labeled "Bayonne Public Library Board Attorney – Request for Proposals" and bear the name and address of the Respondent, and the name of the contact person for the Respondent, clearly marked in the upper left hand corner on the outside of the front of the envelope.

3. All communications concerning Proposals must be directed, in writing, to the Library Director via regular mail, or via email at mtownley@bayonnelibrary.org.

4. The selection of a qualified Respondent shall be made through a fair and open process in accordance with the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4, *et seq.*

5. A recommendation for award of a contract must be approved by the Library Board of Trustees, and will be presented to the Board at a regularly scheduled or special meeting in June 2024.

6. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Library, to determine the Proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the Proposal of the successful Respondent, as accepted by the Library Board, will become part of any contract awarded as a result of this RFP.

B. Conditions Applicable to This Proposal

Upon submission of a Proposal, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. All costs incurred by the Respondent in connection with preparing and submitting a Proposal shall be borne solely by the Respondent.

2. The Library Board reserves the right (in its sole judgment) to reject any Respondent that submits an incomplete Proposal, or a Proposal that is not responsive to and compliant with the requirements of the Proposal documents.

3. The Library Board reserves the right, without prior notice, to supplement, amend, or otherwise modify these Proposal documents, or otherwise request additional information. Prospective Respondents shall be notified of any modifications made by the Library Board through issuance and distribution of addenda.

4. No Proposals shall be returned by the Library Board.

5. All Proposals will be made available to the public at the appropriate time, as determined by the Library Board (in the exercise of its sole discretion) in accordance with law.

6. The Library Board may request that proposed Respondents send representatives to the Library for interviews with the appropriate Library officials.

7. Any and all Proposals not received by the Library Board by 12:00 noon on the date due will be rejected.

8. Neither the Library Board, nor its staff, Trustees, volunteers, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of Proposals.

9. The Library Board may waive any technical non-conformance with the terms of these Proposal documents.

10. The Library Board may suspend or terminate the procurement process described in these Proposal documents at any time (in its sole discretion). If terminated, the Library Board may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the proposed Respondents.

C. Terms of Contract

The contract time period will be for a period not to exceed one (1) year commencing from the contract date.

D. Duty of Respondents to Notify Library of Errors

Respondents shall carefully study, compare, correlate and coordinate their obligations both within these Proposal documents and as to extrinsic information that may in any way affect their obligations, including circumstances pertaining to the description of the Services required by these Proposal documents, facts and circumstances specific to the Library Board, and any such other factors as may affect the Services. Except as specifically provided in the Proposal documents, the Respondent assumes all risks and responsibility for any and all conditions and circumstances that

pertain to the Services whether the same are known or unknown to the Respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that the Respondent should have reasonably identified prior to submission of a Proposal shall be provided to the Library Board immediately in order so that the Library Board, in its discretion, may issue an addendum. A Respondent's failure to provide such notice constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

E. Promptness of Proposal Submittal

It is the responsibility of the Respondent to ensure that its Proposal is received by the Library Board before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the Library Board after the advertised closing date and time. The Library Board assumes no responsibility whatsoever in connection with any defects arising out of the issuance of these Proposal documents or a Contract, or the receipt or failure to receive Proposals, including those which may arise from delay for any reason of a prospective Respondent obtaining these Proposal documents or submitting the Proposal, including but not limited to, traffic delay, messengering, mislabeling, misdirections from any source, misdelivery or otherwise.

F. Laws and Regulations

The successful Respondent shall be required to keep itself informed of and to comply with all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the Contract. If applicable, the successful Respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services required by the Contract.

G. False Material Representation - N.J.S.A 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

H. Interpretations and Addenda

1. The Respondent understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the Library Board. The Respondent accepts the obligation to become familiar with these specifications.

2. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents

should be promptly reported in writing to the Library Director. Any prospective Respondent who wishes to challenge a Proposal specification shall file such challenges in writing with the Library Director no less than three (3) business days prior to the opening of the Proposals. Challenges filed after that time shall be considered void and having no impact on the Library Board or the award of a contract pursuant to N.J.S.A. 40A:11-1, *et seq.* In the event the Respondent fails to notify the Library Board of such ambiguities, errors or omissions, the Respondent shall be bound by the Proposal.

3. No oral interpretation of the meaning of the specifications in the Proposal Documents will be made to any prospective Respondent. Every request for an interpretation shall be in writing, addressed to the Library Director. In order to be given consideration, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-1, *et seq.* All addenda so issued shall become part of the Contract Documents, and shall be acknowledged by the Respondent in the Proposal. The Library Board's interpretations or corrections thereof shall be final.

I. Indemnification

The successful Respondent shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Bayonne harmless for any claims brought against, or damages incurred by the Library, the Library Board, and/or the City of Bayonne, as a result of the successful Respondent's or any of its agent's, servant's, or subcontractor's act, omission, negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

The successful Respondent shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Bayonne harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning services or other work performed or goods provided, including, without limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Library's termination of these Proposal documents or the Contract.

J. Insurance Required

Upon the award of a Contract, the successful Respondent shall furnish a certificate of insurance naming the Library, the Library Board of Trustees, and the City of Bayonne as additional insureds for workers' compensation, general liability, automotive liability, and professional liability, in specific policy limits as indicated below. The insurance required shall be maintained in full force and effect until all services to be performed under the terms of the Contract are satisfactorily completed and accepted by the Library. Each insurance policy and endorsement shall contain an undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' prior written notice to the Library Board. The policies and endorsements shall specifically refer to the Bayonne Public Library, the Bayonne Public Library Board of Trustees and the City of Bayonne

as insured parties of the Contract and the Respondent shall certify that the insurance, as provided, conforms to the requirements of the Contract Documents. All insurance required by these Proposal documents or the Contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Library Board.

1. Workers' Compensation Insurance covering all employees engaged in performance of the Contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6, at no less than the minimum levels of coverage required by law.

2. General Liability Insurance with limits of not less than \$1,000,000 for any occurrence and \$3,000,000 aggregate for bodily injury and property damage.

3. Automotive Liability Insurance covering the successful Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate for bodily injury and property damage.

4. Professional Liability Insurance covering successful Respondent for claims arising from its work on behalf of the Library with limits of not less than \$1,000,000 for any one occurrence, \$3,000,000 aggregate.

The preceding insurance requirements maybe amended before the issuance of the final Contract at the Library's sole and absolute discretion.

K. Affirmative Action Requirements.

1. Bidders are required to comply with the requirements of P.L.1975, c.127.
2. During the performance of the Contract, to be awarded based on this RFP, the contractor agrees as follows:
 - a. 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - c. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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."
3. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
4. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
5. 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.
6. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
7. Each 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:
 - a. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
 - b. ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - c. iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be

completed by the contractor, in accordance with N.J.A.C. 17:27-4.

8. During the performance of this contract, the contractor agrees as follows:
 - a. i. 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 all 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;
 - 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment; and
 - d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 10:5-31 et seq., as amended and supplemented from time to time.

L. Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:42-44, prior to the award of a Contract (but preferably with their Proposal), the Respondent must submit a copy of its "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Such Certificate shall have been issued prior to the Proposal due date and time. It is strongly recommended that the Respondent submit said Certificate with its Proposal package.

M. Ownership Disclosure Statement

Pursuant to N.J.S.A. 52:25 24.2, the Respondent shall submit with its Proposal a statement setting forth the names and addresses of all stockholders, who own a ten percent (10%) or greater interest in the Respondent in the corporation, partnership or other business entity.

If one or more of such stockholder(s) or partner(s) is itself a corporation, partnership or other business entity, the Respondent shall submit further disclosures for such entity pursuant to the law.

N. Political Contribution Disclosure Statement — Pay To Play

A business entity, as defined by law, is advised of its responsibility to file an annual disclosure statement on political contributions with the ELEC pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contacts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at www.elec.nj.us.

All Respondents shall submit with their Proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form.

O. Disclosure Of Investments In Iran

Pursuant to N.J.S.A. 52:32-5, any person or entity, which submits a Proposal or otherwise proposes to enter into or renew a contract with a governmental unit in New Jersey must include a completed certification based on the form included in these Proposal documents to attest, under penalty of perjury, that the person or entity, or one of the person's or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Library finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

P. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to Public Law 2022,c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2022.c.3, section 1.e, except as permitted by federal law. The Respondent may submit the completed Certification contained in these Proposal documents along with its Proposal. However, the Respondent must submit the completed Certification contained in the Proposal documents prior to the award of Contract.

Q. Federal Non-Debarment

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through a specified form, attesting to their non-debarment from contracting with federal government agencies.

**SECTION 3
SCOPE OF SERVICES**

A. Project Overview

The Bayonne Public Library (the “Library”) requires the services of a library board attorney to provide legal services for the twelve (12) month period from June 1, 2024 through May 31, 2025, including the following:

1. New Jersey Library Law statutes and applicable regulations
2. New Jersey Open Public Meetings Act
3. New Jersey Open Public Records Act
4. New Jersey Local Public Contracts Law
5. Preparation and review of requests for proposals and construction-related contracts
6. First Amendment Rights
7. Patron relations and patron conduct
8. Confidentiality of library records
9. Developing and reviewing operating policies and procedures and Board Bylaws
10. Library funding issues
11. Representation before State and federal courts and administrative agencies

B. Scope of Services

The following minimum requirements must be documented in the Proposal of persons and/or firms being considered for the above:

The following minimum requirements must be documented in the Proposal of persons and/or firms being considered for the above:

1. Currently a member in good standing of the New Jersey Bar.
2. Has been admitted to the New Jersey Bar for a minimum of ten (10) years.
3. Has a concentrated law practice in the field of representing local government entities for a minimum of ten (10) years.
4. Can demonstrate experience representing public libraries in general library legal issues, for at least ten (10) years.
5. Has a minimum of ten (10) years of experience in appearing before the Office of Administrative Law and the Superior Court of New Jersey on behalf of local government entities.

SECTION 4

MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS

In order for an individual/firm to be considered by the Library Board, any interested party submitting a Proposal in response to these Proposal documents must satisfy the following requirements and shall incorporate the information requested below into its Proposal. In addition to the information required as described below, a Respondent may include supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

A. Submission Requirements

Proposals must be submitted in a sealed envelope. All Proposals must be signed by an authorized principal or employee of the Respondent submitting the Proposal, and one (1) original and two (2) copies of the Proposal must be enclosed in a sealed envelope labeled "Bayonne Public Library Board Attorney RFP - Proposal" and bear the name and address of the Respondent, and the name of the contact person for the Respondent, clearly marked in the upper left hand corner on the outside of the envelope.

Proposals must be submitted to the Library no later than 12:00 noon on **June 3, 2024** at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director.

B. Complete Proposal Submission

Respondents shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information may render such response

incomplete, non-responsive and subject to rejection, depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection.

Respondents shall become familiar with all Forms provided by the Library Board, which must be returned. If there are any Forms that the Library Board is to provide, which are either missing or illegible, it is the responsibility of the Respondent to contact the Library Director for a duplicate copy of the Form(s), prior to the due date and time for submissions. The Library Board accepts no responsibility for Forms or duplicate Forms that were not received by any prospective Respondent in time for submittal.

The Library Board may consider any Proposal submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal Proposals, all in accordance with applicable law.

One complete set of all documents submitted to the Library must be signed with an original signature in ink, as well as two (2) duplicate copies of the entire Proposal. Failure to sign and return all required documents with the Proposal may be cause for disqualification and for the Proposal to be rejected. The Library Board will not accept facsimile or rubber stamp signatures on the Proposal.

C. Forms

Respondents shall complete and return with their Proposal the following forms:

1. PROPOSAL SUBMISSION CHECKLIST – Form A
2. NON-COLLUSION AFFIDAVIT – Form B
3. OWNERSHIP DISCLOSURE STATEMENT – Form C
4. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – Form D
5. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – Form E
6. AMERICANS WITH DISABILITIES ACT OF 1990 – Form F
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – Form G
8. ACKNOWLEDGEMENT OF ADDENDA – Form H
9. COMPLETED W-9 – Form I
10. FEDERAL NON-DEBARMENT - Form J
11. DISCLOSURE OF NON-INVOLVEMENT OF ACTIVITIES IN RUSSIA OR BELARUS – Form K

D. Qualification Statement to Be Provided

Respondents are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal shall be no more than four (4) typed, single-sided, 8½” x 11” sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.
2. The address of the office in which the work will be performed.
3. The name and title of the individuals who will be assigned to the project(s).
4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm’s particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved. The narrative should

address the ability of your firm to complete the required work in a professional and cost-effective manner. Specific experience representing Libraries should be emphasized.

Resumes of key personnel must be submitted along with your firm's proposal. Each resume shall be a maximum of two, single sided, 8 ½" x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from the Bayonne Public Library and by the Library Board. It is anticipated that review of Qualification Statements and Proposals will be completed in June 2024.

E. Insurance and Indemnification

The successful Respondent awarded the Contract must assume all risks connected with this work. The successful Respondent awarded the Contract shall comply with all State laws and regulations concerning workers' compensation insurance, and shall maintain such insurance in amounts as determined by the Library, in order to protect the successful Respondent and the Library against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work performed pursuant to any such contract, either by the successful Respondent awarded the Contract or by any subcontractor or anyone directly or indirectly employed by either of them.

The selected individual or firm shall defend, indemnify and hold harmless the Bayonne Public Library, the Library Board of Trustees, the City of Bayonne, and each of their officers, agents, elected and appointed officials, employees, volunteers, and contractors from any and all claims and costs of any nature whether for personal injury, property damage, or other liability arising out of or in any way connected with the selected individual's or firm's acts or provisions under these Proposal documents and any subsequently awarded Contract.

F. Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of June 1, 2024 through May 31, 2025 for partners, associates and paralegals, and identify other fixed costs or charges included on monthly invoices.

G. References

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name

4. Contact Person's Title
5. Contact Person's Telephone Number
6. Contact Person's Email
7. Dates of Service

SECTION 5 EVALUATION, REVIEW, AND SELECTION

A. Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Library Board will designate the selected attorney/firm within the applicable time period or will reject all Proposals.

The Library Board may extend the decision to award or reject all Proposals beyond the sixty (60) calendar days when the Proposals of any Respondents who consent thereto may, at the request of the Library Board, be held for consideration for such longer period as may be agreed.

B. Rejection of Proposals

The Library Board reserves the right to reject any or all Proposals, or to reject any Proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy the Library Board that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Library Board reserves the right to waive any minor informality in the RFP.

C. Evaluation Process

An evaluation team will review all Proposals to determine if they satisfy the Proposal Requirements, determine if a Proposal should be rejected and evaluate the Proposals based upon the Evaluation Criteria. Qualified Respondents will then be recommended to the Library Board for appointment based on price and other factors.

D. Evaluation Criteria

The criteria considered in the evaluation of each Proposal follow. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used in the selection of the successful Respondent.

1. Understanding the Requested Work

The Proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of Proposals.

2. Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements.

a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past successes providing public libraries and/or other government or other agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the Proposal.

3. Cost

Price shall be based on hourly rates and schedules of fees submitted with the Proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Library Board before such work is initiated. The Library Board shall pay for such approved services, at the rate or cost agreed upon between the Library Board and selected Respondent.

E. Payment

Payment will be made after a properly executed Purchase Order/Voucher has been received and formally approved on the voucher list by the Library Board at its subsequent regular meeting.

F. Term of Contract

The term of the Contract shall be a one (1) year period from June 1, 2024 through May 31, 2025.

G. Notice of Award

Successful Respondent will be notified by email upon a favorable decision by the Library Board, and will be published in the official newspaper of the Library. Respondents who are not successful will not receive notice from the Library Board after selection, but may submit a request to the Library Board after the awarded contract is made public and the name of the successful Respondent will be provided.

BAYONNE PUBLIC LIBRARY

**REQUEST FOR PROPOSALS (RFP)
FOR PROFESSIONAL LEGAL SERVICES –
LIBRARY BOARD ATTORNEY
TO THE BAYONNE PUBLIC LIBRARY**

PROPOSAL FORMS AND DOCUMENTS

**BAYONNE PUBLIC LIBRARY
PROFESSIONAL LEGAL SERVICES – LIBRARY BOARD ATTORNEY**

FORM A

PROPOSAL SUBMISSION CHECKLIST

1. READ AND UNDERSTAND REQUIREMENTS OF PROPOSAL DOCUMENTS
2. PREPARED AND SUBMITTED QUALIFICATION STATEMENT
3. FEE SCHEDULE
4. NON-COLLUSION AFFIDAVIT – **FORM B**
5. STATEMENT OF OWNERSHIP DISCLOSURE – **FORM C**
6. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM D**
7. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM E**
8. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM F**
9. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM G**
10. ACKNOWLEDGEMENT OF ADDENDA – **FORM H**
11. COMPLETED W-9 – **FORM I**
12. FEDERAL NON-DEBARMENT – **FORM J**
13. DISCLOSURE OF NON-INVOLVEMENT OF ACTIVITIES IN RUSSIA OR BELARUS – **FORM K**

Firm Name

Signature

Date

Printed Name

Title

FORM B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, of the (City, Town) of _____,
State of _____, of full age, being duly sworn according to law on
my oath depose and say that:

I am _____ of the firm of _____, the
Respondent making the Proposal for the project or service set forth herein, and that I executed the
said Proposal with full authority to do so; that said Respondent has not, directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action in restraint
of free, competitive bidding in connection with the above named Service; that said Respondent or
its employees has not bribed or attempted to bribe or influence in any way, including the provision
of gifts and services, any officer or employee of the Library in an attempt to influence the awarding
of the subject contract; and that all statements contained in said Proposal and in this affidavit are
true and correct, and made with full knowledge, and the Bayonne Public Library Board of Trustees
relies upon the truth of the statements contained in this affidavit in awarding the Contract for the
said Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such Contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by the _____ (name of Respondent). (N.J.S.A. 52:34-15)

Subscribed and sworn to before me
This ____ day of _____, 2024.

(Seal) Notary Public of New Jersey/

Specify Other State (_____)

My commission expires ____, 20__.

The above information is true and correct to
the best of my knowledge.

Respondent's Authorized Representative:

Signature: _____

Name: _____
(Printed/Typed)

Title: _____
(Printed/Typed)

FORM C

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

**Name of
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% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% 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% or greater interest therein, or no member in the limited liability company owns a 1% 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	Home Address (for Individuals) or Business Address

--	--

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS , PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10% 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% 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 non-corporate stockholder, and individual partner, and member exceeding the 10% 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	Home Address (for Individuals) or Business 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 Respondent; that the Bayonne Public Library Board of Trustees 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 Bayonne Public Library to notify the Bayonne Public Library 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 Bayonne Public Library to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

FORM D

New Jersey Business Registration Requirements (Informational)

The contractor will provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the Contract is made by the contracting agency, the contractor will submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or will attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and any subcontractor and each of its affiliates [N.J.S.A.52:32-44 (g)(3)]will collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sale and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, will be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division; online filing is encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 800-292-1730 to have a form mailed to you or Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

<hr/>	
Company Name	
<hr/>	
Signature	Date
<hr/>	
Printed Name	Title
<hr/>	

FORM E

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31, et seq. (P.L.1975,c.127)
N.J.A.C. 17:27-1.1, et seq.**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

_____	_____
Company Name	
_____	_____
Signature	Date
_____	_____
Printed Name	Title

FORM

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Bayonne Public Library, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor will, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

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

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

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

By signing below the contractor agrees that they will comply with the AMERICANS WITH DISABILITIES ACT OF 1990:

Witness:

Authorized Representative:

Signature

Authorized Signature

Date

Title

Date

FORM G

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

PROPOSAL SOLICITATION # AND TITLE: _____

VENDOR/RESPONDENT NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a Proposal or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Respondents must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Respondent listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

- I am unable to certify as above because the Vendor/Respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Respondent, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/Respondent _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets if Necessary _____

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Respondent, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Respondent is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FORM H

Acknowledgement of Addenda

Request for Proposals for Library Board Attorney to the Bayonne Public Library Board of Trustees

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

<u>Addenda No.</u>	<u>Issuing Date(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Respondent _____

Address _____

City, State, Zip Code _____

Signature _____

Print Name _____

Title: _____

Date _____

FORM I

W-9

FORM J

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV) Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type) Limited Liability Company (LLC) Partnership
 Limited Partnership Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bayonne Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Library to notify the Library 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 Library, permitting the Library to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50% of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50% of its voting stock, or of the partner in the partnership who owns more than 50% interest therein, or of the member of the limited liability company owning more than 50% interest therein, as the case may be.
--------------------------	--

Name of Individual or Organization	
---	--

Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50% of its voting stock, or no partner in the partnership owns more than 50% interest therein, or no member in the limited liability company owns more than 50% interest therein, as the case may be.
--------------------------	--

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50% of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50% interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50% interest in organization’s parent entity, as the case may be.
--------------------------	--

Stockholder/Partner/Member Owning Greater Than 50% of Parent Entity	
--	--

Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50% of its voting stock, no partner in the parent entity partnership owns more than 50% interest therein, or no member in the parent entity limited liability company owns more than 50% interest therein, as the case may be.
--------------------------	---

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50% of the **Organization listed above in Part I** or, if applicable, owns greater than 50% of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bayonne Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Library to notify the Library 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 Library, permitting the Library to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50% of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50% interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50% interest therein, as the case may be.
--------------------------	---

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50% of the voting stock in any corporation and does not own greater than 50% interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50% of the voting stock (corporation) or owns greater than 50% interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address		
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50% of the voting stock in any corporation or owns greater than 50% interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50% of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50% of any entity that in turns owns greater than 50% of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bayonne Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Library to notify the Library 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 Library, permitting the Library to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

FORM K
**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR
BELARUS**

PROPOSAL SOLICITATION # AND TITLE: _____

VENDOR/RESPONDENT NAME: _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

CHECK THE APPROPRIATE BOX

- That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary)

Signature

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address