



EAST ORANGE PUBLIC LIBRARY
21 S. ARLINGTON AVENUE
EAST ORANGE, NEW JERSEY 07018
(973) 266- 5600

**REQUEST FOR QUALIFICATIONS
FOR
LIBRARY BOARD ATTORNEY**

FAIR & OPEN PUBLIC SOLICITATION

Release of RFQ	December 15, 2025
Question Submission Deadline	December 29, 2025, 12:00 noon
Submission Deadline	January 12, 2026, 12:00 noon

LIBRARY BOARD ATTORNEY

TABLE OF CONTENTS

SECTION

1. ADVERTISEMENT
2. INTRODUCTION
3. INSTRUCTIONS TO RESPONDENTS
4. SCOPE OF SERVICES
5. ADMINISTRATIVE INFORMATION, CONDITIONS AND REQUIREMENTS
6. STATEMENT OF QUALIFICATIONS
7. SELECTION CRITERIA

ATTACHMENTS:

Attachment A - RFQ – LIBRARY BOARD ATTORNEY

1. ADVERTISEMENT

REQUEST FOR QUALIFICATIONS LIBRARY BOARD ATTORNEY

THE BOARD OF TRUSTEES OF EAST ORANGE PUBLIC LIBRARY is soliciting statements of qualifications and performance data from qualified Respondents for **LIBRARY BOARD ATTORNEY**. All statements of Qualifications are due **before 12:00 noon on Monday, January 12, 2026**.

Detailed Request for Qualifications are available and can be downloaded from the Library's website, eopl.org, under "About Us" and then "Request for Proposals" <https://www.eopl.org/about-us/>

All Professional Service Contract Respondents are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Statements must be submitted as an original and two (2) copies to the Library Director and must be received prior to the due date and time for submissions.

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel their Statement of Qualifications or any part thereof for sixty (60) days after the time designated for the receipt of submittal in the advertisement or Request for Qualifications.

JP Porcaro
Library Director
East Orange Public Library

2. INTRODUCTION

2.1 SUMMARY

The Board of Trustees of East Orange Public Library (the “Library”) is soliciting statements of qualifications and performance data from qualified candidates for **LIBRARY BOARD ATTORNEY**, with knowledge of library-specific law, labor and employment law and government entity law. Statements must be received before 12:00 noon on **Monday, January 12, 2026**.

2.2 CONTACT PERSON FOR LIBRARY

JP Porcaro

Library Director

21 S. Arlington Avenue

East Orange, New Jersey 07018

Email: jp@eopl.org

2.3 SCHEDULE

A schedule has been established for Respondent statements of qualifications, statements review, contractor selection, and project initiation. The dates established for the procurement are:

Release of RFQ	December 15, 2025
Question Submission Deadline	December 29, 2025, 12:00 noon
Submission Deadline	January 12, 2026, 12:00 noon

3. INSTRUCTIONS TO RESPONDENTS

3.1 STATEMENT OF QUALIFICATIONS SUBMISSION INFORMATION

Submission Date and Time: January 12, 2026 before 12:00 noon

Proposals must be submitted to the Library no later than 12:00 noon on January 12, 2026 at the following address: East Orange Public Library, 21 South Arlington Ave. East Orange, NJ 07018, 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 submission may be withdrawn for a period of sixty (60) days after the date set for the opening of submissions.

Only those RFQ responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn, in their entirety, by written notice to the Library Director prior to the submission date and the modified version must be submitted and received by the due date and time for submissions. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days. No submission may be withdrawn for a period of sixty (60) days after the date set for the opening of submissions

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 "East Orange Public Library Board Attorney – Request for Qualifications" 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. Submissions must be received by the Submission Date set out in this RFQ. Any submissions received after the stated time or in any other manner shall not be considered.

3.2 RFQ INQUIRIES

The Library will accept questions from prospective Respondents. All questions, requests for clarification, or inquiries of any kind related to this RFQ are must be submitted in writing to the Library Director via regular mail, or via email at jp@eopl.org **before 12:00 noon on December 29, 2025.**

Responses to all timely and appropriate questions will be provided via addendum, if necessary.

Contact related to this solicitation between any Respondents or employed or other representatives of any Respondent(s) and Library Staff or consultants, other than emails to the Director, is prohibited throughout the procurement period of this RFQ. Any such contact by a Respondent or its representative will be grounds for disqualification.

3.3 TERMS OF THIS REQUEST

This Request is not a request for competitive proposals and in no way obligates the Library to enter into a relationship with any entity that responds, or limits or restricts the Library's right to enter into a relationship with an entity that does not respond. In its sole discretion, the Library may pursue discussion with one or more entities responding to this Request or none at all.

Information provided to the Library will become the property of the Library and will be subject to public inspection after completion of evaluation in accordance with the New Jersey Open Public Records Act. No submissions received shall be returned by the Library.

3.4 COMPLETION OF SUBMISSIONS

Each submission must be provided in the format and with information specified within this RFQ including using the forms as supplied with this RFQ.

The Library shall not be responsible for submissions provided in any manner other than as specified above. The Library reserves the right (in its sole judgment) to reject any Respondent which submits an incomplete submission, or a submission that is not responsive to and compliant with the requirements of the RFQ documents.

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

3.5 MODIFICATIONS TO SPECIFICATIONS

The Library reserves the right, without prior notice, to supplement, amend, or otherwise modify the RFQ documents, or otherwise request additional information. Previously identified prospective Respondents shall be notified of any modifications made by the Library through issuance and distribution of addenda.

3.6 DUTY OF RESPONDENTS TO NOTIFY LIBRARY OF ERRORS

Respondents shall carefully study, compare, correlate and coordinate their obligations both within these RFQ documents and as to extrinsic information that may affect, in any way their obligations, including circumstances pertaining to the description of the Services required by these RFQ documents, facts and circumstances specific to the Library and/or the Library Board, and any such other factors as may affect the services to be provided. Except as specifically provided in the RFQ 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 immediately after discovery in order so that the Library, 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.

3.7 MODIFICATIONS OF SUBMISSIONS

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

3.8 MULTIPLE SUBMISSIONS NOT ALLOWED

The Library will not consider more than one submission from any single individual, firm or partnership, corporation or association of principals under the same or different names. In the event multiple submissions are received from the same Respondent, all such submissions will be rejected.

3.9 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the services to be provided.

3.10 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 et seq.

3.11 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by the Library and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

3.12 STANDARDIZED SUBMISSION REQUIREMENTS

The standardized submission requirements shall include:

1. Name of firm, primary business address and principal contacts of names, titles and staffing plan listing those persons who will be assigned to the account. Relevant resume information and number of years of relevant professional experience for the individuals assigned to the account must be included (i.e. - projects similar to the services contained here, education, degrees and certification).

2. References and record of success of same or similar service.

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

4. Cost details, including the hourly rates of each of the individuals who will perform services and additional charges and expenses.

- a. Pursuant to N.J.S.A. 52:25 24.2, each 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's corporation, partnership, LLC, 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.

- 5.

4. SCOPE OF SERVICES

4.1 OVERVIEW

The East Orange Public Library is requesting Qualifications Statements for Library Board Attorney. The Library frequently requires the services of an experienced library attorney to provide outside legal services for the twelve (12) month period from January 31, 2026 through January 31, 2027, in the areas of library law, governmental entity law, and public sector labor and employment law, including but not limited to the following:

1. LIBRARY BOARD ATTORNEY - LEGAL SERVICES:

1. Interpretation and application of the provisions of state and federal law specifically applicable to municipal public libraries, including both statutes and regulations;
2. Interpretation and application of, and guidance regarding compliance with, New Jersey and federal labor and employment law statutes and regulations applicable to governmental employers;
3. Guidance and interpretation regarding the New Jersey Open Public Meetings Act;
4. Guidance and interpretation regarding the New Jersey Open Public Records Act, and defense of the Library in any actions before the Government Records Council;
5. Guidance under the New Jersey Local Public Contracts Law, including assisting in the preparation of RFPs and RFQs, the process for awarding contracts, preparation and review of contracts for goods and services, including construction contracts;
6. Advice guidance, interpretation, and training on patron conduct issues including the application of the First Amendment to public libraries;
7. Advice guidance, interpretation, and training on other First Amendment issues specific to public libraries;
8. Representation before State and federal courts and administrative agencies, including the New Jersey Civil Service Commission, the Office of Administrative Law, the New Jersey Division on Civil Rights, the New Jersey Public Employment Relations Commission, the Equal Employment Opportunity Commission, the New Jersey Department of Labor and Workforce Development, and the U.S. Department of Labor
9. Preparation and review of policies and procedures relating to all aspects of library operations, including but not limited to patron rights and codes of conduct, confidentiality of library records, collection development including the NJ Freedom to Read requirements, library cards and borrowing, etc.;
10. Preparation and review of policies and procedures relating to all employment with the Library;
11. Advice and guidance regarding workplace harassment and bullying in public libraries and conducting investigation of workplace conduct;
12. Advice and guidance regarding leaves of absence, reasonable accommodations, wage and hour compliance, employee benefits, and the array of employment-related topics;

13. Guidance and direction on employee disciplinary matters, representation at internal disciplinary hearings; grievance handling and arbitration hearings, and appeals to the New Jersey Civil Service Commission;
14. Guidance on library funding issues and the relationship between the Library Board and the City;
15. Representation on matters before the New Jersey Public Employment Relations Commission
16. Collective negotiations with union representatives of Library employees;
17. Review of Board of Trustees policies and Bylaws; and
18. Ongoing advice and counsel on all aspects of the Library involving employees, patrons, and operations; and
19. Attendance at meetings of the Board of Trustees, meetings with municipal government officials; and
20. Other related legal services of a specialized nature as deemed necessary by the Library.

4.2 MINIMUM QUALIFICATIONS

In order for a Respondent to be considered by the Library, any interested party submitting a Proposal in response to this RFQ must satisfy the following minimum requirements and shall incorporate the information requested above and below into its Proposal. In addition to the information required as described above and 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.

1. All attorneys assigned to work on Library matters must be currently a member in good standing of the New Jersey Bar; and
2. Respondent attorneys performing and/or overseeing work performed on Library matters must be admitted to practice before the Courts of the State of New Jersey Bar for a minimum of ten (10) years; and
3. Respondents must have at least some portion of their law practice concentrated in the field of representing municipal public libraries in New Jersey in general library legal issues; and
4. Respondents must have a law practice concentrated in the field of state and federal labor law and employment law representing public employers for a minimum of five (5) years; and
5. Respondents must currently represent at least five (5) other municipal public libraries in New Jersey and have represent at least five (5) other municipal public libraries in New Jersey for at least five (5) consecutive years; and
6. Respondents must demonstrate knowledge and experience representing public libraries in each of the areas and in performing each of the functions; and

7. Respondents must demonstrate knowledge and experience representing public employers in all aspects of labor and employment law, including in unionized environments and Civil Service for at least five (5) consecutive years.

ADMINISTRATIVE INFORMATION, CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFQ. Together with the other RFQ sections, they will apply to the RFQ process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the East Orange Public Library (the "Library"), to determine the submittal as non-responsive to the RFQ and will be a factor in the determination of an award of a contract. The contents of the submission of the successful Respondent, (hereinafter referred to as "Contractor") as accepted by the Library, will become part of any contract awarded as a result of this RFQ. All Respondents accept the obligation to become familiar with these specifications.

4.3 INTERPRETATIONS AND ADDENDA

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 an RFQ specification shall file such challenge in writing with the Library Director no less than five (5) business days prior to the due date for submissions and the opening of the Proposals. Challenges filed after that time shall be not considered, will be void and will have 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 their Proposal as presented.

No oral interpretation of the meaning of the specifications in the RFQ Documents will be made to any prospective Respondent. Only comments and questions to which responses are set out in formal written Addenda will be binding and considered part of this RFQ. Oral interpretations, statements or clarifications are without legal effect. 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 submission and 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 known prospective Respondents, in accordance with the New Jersey Local Public Contracting Law, 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 its Proposal. The Library Board's interpretations or corrections thereof shall be final.

4.4 COST LIABILITY AND ADDITIONAL COSTS

The Library assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of a Contract. The liability of the Library shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their submittals. All unit rates either stated in the submittal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Library, are not to be billed and will not be paid, other than approved out of pocket expenses, which may be eligible for reimbursement.

4.5 STATUTORY AND OTHER REQUIREMENTS

5.3.1 Compliance with Laws

Any Contract entered into between the Respondent and the Library must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The selected Contractor(s) must

agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. Respondents shall sign and acknowledge such forms and certificates as may be required by this section.

The selected Contractor(s) 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 selected Contractor(s) shall also be responsible for securing and paying for all governmental fees and licenses necessary for the proper execution and completion of the Services required by the Contract.

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.

5.3.2 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.

5.3.3 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. as identified in the documents attached hereto. The form shall be properly executed.

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 RFQ, 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 Library or the City of East Orange 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 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."

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 Library, 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. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the Library, 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. 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 Library's 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.

5.3.4 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the Library harmless.

5.3.5 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the submittal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ.

5.3.7 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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 each Respondent submit said Certificate with its Proposal package.

5.3.8 "Pay to Play" - Notice of Disclosure Requirement - P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44a - 20.27) and N.J.S.A. 19:44A-20.13

(1) Any business that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. It is the business' entity's responsibility to determine if filing is necessary.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

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

(4) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

(5) If you have any questions please contact ELEC or inquire further at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700 or www.elec.nj.us.

5.3.9 Insurance and Indemnification

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 Qualification Statements.

5.3.9.1 Indemnification

The selected Contractor shall covenant and agree to defend, indemnify and hold harmless the Library, the Library Board of Trustees, the City of East Orange, and all employees, elected and appointed officials, managers, contractors, volunteers and agents and representatives of each (the "Library Parties"), from any claims brought against and the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Library, the Library Board, and/or the City of East Orange, as a result of the selected Contractor'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 selected Contractor shall agree to defend, indemnify and hold each of the Library Parties 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.

5.3.9.2 Insurance

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 East Orange as separate 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 or the Library Board. 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 East Orange Public Library, the East Orange Public Library Board of Trustees and the City of East Orange 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.

4.6 PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Library opts to extend terms and conditions of this RFQ, the Respondents agree to extend the terms and conditions of this RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original Respondent cannot meet this requirement, the Library may solicit the goods and/or services from any bidder on this contract.

4.7 NO FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

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 "East Orange Public Library Board Attorney RFQ" 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 [INSERT DATE] at the following address: East Orange Public Library, 21 South Arlington Ave. East Orange, NJ 07018, Attn: Library Director.

Under no circumstances, on submission documents requiring authorized signatures, will the Library accept documents provided through facsimile machines or other electronic means.

4.8 RIGHT TO REJECT SUBMISSIONS

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

Respondents shall fully and accurately complete all RFQ 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 RFQ Forms will also be sufficient grounds for rejection. The right is reserved to reject any or all submissions in whole or in part if not in compliance with submission requirements.

Respondents shall become familiar with all Forms provided by the Library, which must be returned. If there are any RFQ Forms that the Library 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 accepts no responsibility for RFQ Forms or duplicate Forms which were not received by any prospective Respondent in time for submittal.

The Library may consider any Qualification Statements not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal Qualification Statements, 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 Qualification Statement. Failure to sign and return all required documents with the Qualification Statements may be cause for disqualification and for the Qualification Statement to be rejected.

All Qualification Statements will be made available to the public at the appropriate time, as determined by the Library (in the exercise of its sole discretion) in accordance with applicable law. It is the responsibility of each Respondent to ensure that its submission is received by the Library before the date and time fixed for closure of the submission period. Submissions will not be accepted or received by the Library or its representative after the

advertised closing date and time. The Library assumes no responsibility whatsoever in connection with any defects arising out of the issuance of these submission documents or a Contract, or the receipt or failure to receive submissions, including those which may arise from delay for any reason of a prospective Respondent obtaining these submission documents or submitting the submission, including but not limited to, traffic delay, messengering, mislabeling, misdirections from any source, misdelivery or otherwise.

4.9 METHOD OF AWARD OF SUBMISSIONS

The Library reserves its right to award contracts on a holistic basis, a "service by service" basis, a "per project" basis, in part or in whole as determined by the Library. The Library's objective in soliciting Quotations is to enable it to select a firm(s) or organization(s) which will provide high quality and cost-effective legal services to the Library and the Library Board.

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 January 2026.

5.7.1 Selection Criteria - The Library will evaluate Respondents' Qualification Statements and will consider all relevant factors, as it determines in its sole discretion, including but not limited to the following:

1. Qualifications of attorneys in the firm specifically in the areas of municipal library law and public section labor and employment law.
2. Specific experience in representing municipal public libraries, including public libraries in urban areas.
3. Compliance with the instructions and requirements of this RFQ and all RFQ Documents.
4. Available resources to provide the requested services.
5. Fee structure and other proposed costs to perform the services.
6. Knowledge of and familiarity with the East Orange Public Library.
7. Other factors determined to be in the best interest of the Library and the Library Board.

The Library may request that Respondents submitting a Qualification Statement send a representative(s) to the Library for an interview(s) with the appropriate Library officials.

4.10 RIGHT TO WAIVE INFORMALITIES RESERVED

The Library expressly reserves the right to waive any informality and any technical non-conformance with the terms in any submission, and to accept the submission, which in the Library's judgment serves its best interests.

4.11 TIME FOR AWARD OF CONTRACT

The Library shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than sixty (60) days, except that the submissions of any professional services

entities who consent thereto, if at the request of the Library, may be held for consideration for such longer as may be agreed.

4.12 FAILURE TO ENTER CONTRACT

Should the successful Contract to whom the contract is awarded fail to enter into a Contract within fifteen (15) business days, Saturdays, Sundays and holidays excepted, the Library may then, at its option, accept the Qualification Statement of another Respondent.

4.13 COMMENCEMENT OF WORK

The successful Respondent agrees to commence work after the date of award by the Library and upon notice from the using department.

4.14 TRANSITIONAL PERIOD

In the event that a new Contract has not been awarded prior to the current Contract expiration date, it shall be incumbent upon the professional services entity to continue the current Contract under the same terms and conditions until a new Contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the Contract.

4.15 CONTRACT TERM

One (1) year, commencing the latter of January 31, 2026 or the date the Library Board of Trustees awards the Contract.

4.16 NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED

Library reserves the right to cancel any contract entered into upon thirty (30) days written notice.

4.17 TERMINATION OF CONTRACT

If, through any cause, the selected Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the selected Contractor violates any requirements of the Contract, the Library shall thereupon have the right to terminate the Contract by giving written notice to the selected Contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Library of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

The Contractor agrees to indemnify and hold the Library harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Library under this provision.

4.18 NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year the Library's payment obligation is conditioned upon the availability of Library funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the selected Contractor hereunder, whether in whole or in part, the Library at the end of any particular fiscal year may terminate such services. The Library will notify the selected Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This

provision shall not be construed so as to permit the Library to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

4.19 PAYMENT

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed.

The Library may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.
4. When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Library processes requests for payment and sends checks on a monthly basis following approval of invoices by the Library Board of Trustees.

4.20 NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. The Library will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Library to pay additional fees.

4.21 W-9

The selected Contractor shall complete a W-9 Form and submit to the Library as the time a Contract is awarded. The form is available at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

5. STATEMENT OF QUALIFICATIONS

Each Respondent shall, as part of its Qualification Statement, address the following requirements and provide the applicable information in the format requested and forms provided:

5.1 RESPONDENT DESCRIPTION

All Statements of Qualifications shall include the following:

1. Contact information (first and last name, title, address, telephone, email) of the individual who will be authorized to act on behalf of the Respondent as the primary contact and who is available to answer questions or requests for additional information. Even if this information is already provided on the profile of the individual submitting this response, please provide the information in this section as well.
2. Background information on Respondent's organizational structure and experience.

5.2 ELEMENTS OF STATEMENT OF QUALIFICATIONS

Each Statement of Qualifications must include each of the following sets of documents and information. Failure to include any of the requested documents and information may result in a Qualification Statement being declared incomplete and potentially ineligible for further consideration for the Contract.

5.2.1 Executive Summary

Respondents must include an executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.

5.2.2 Letter of Qualification

Respondents must complete and execute a Letter of Qualification found in Appendix A and include it as part of your Statement of Qualifications.

5.2.3 Minimum Qualifications and Statement of Qualifications

Respondents must provide a narrative explaining the size and structure of Respondent's organization, the persons who will be available to provide the requested legal services to the Library, how Respondent and its attorneys satisfy the Minimum Qualifications for this position, as set out in Section 4 above of these RFQ Documents, past partnerships and/or connections with Minority/Women and local Business Enterprises, including enterprise contact information and projects completed.

5.2.4 Business Entity Disclosure Certification

Within the Statement of Qualifications Respondents are required to provide a description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.

1. Provide the names and business addresses of all persons holding at least a ten percent (10%) ownership interest in Respondent. Pursuant to N.J.S.A. 52:25 24.2, each Respondent shall submit with its submission a statement setting forth the names and addresses of all stockholders, who own a ten percent (10%) or greater interest in the Respondent's corporation, partnership, LLC, or other business entity.
2. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
3. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

The Business Entity Disclosure form is located in the RFQ Documents and must be completed, signed and submitted with the Qualification Statement.

5.2.5 Letter of Intent

Respondents must complete and execute a Letter of Intent found in Appendix B and include it as part of your Statement of Qualifications.

5.2.6 Business History and Structure

6.2.6.1 Years in Business Under Current Name - State the number of years and months Respondent has been in business under the present name.

6.2.6.2 Years in Business Under Current Management – State the number of years and months Respondent has been in business under the current management.

6.2.6.3 Judgments, Claims, or Suits – State whether Respondent has been the object or subject of any judgments, claims or suits within the last ten (10) years in which Respondent has been adjudicated liable for professional malpractice?

6.2.6.4 Judgments, Claims, or Suits – Explanation – If the response to 6.2.6.3 was yes, and Respondent has had judgments, claims or suits within the last ten (10) years in which Respondent was adjudicated liable for professional malpractice, provide an explanation of such circumstances.

6.2.6.4 Bankruptcy or Re-Organization – Is Respondent currently, or has it ever been, involved in any bankruptcy or re-organization proceedings in the last ten (10) years?

6.2.6.5 Bankruptcy or Re-Organization – Explanation – If the response to 6.2.6.4 was yes and Respondent currently or has been involved in bankruptcy or re-organization proceedings in the last ten (10) years, provide an explanation of the circumstances including whether and how Respondent plans to continue business operations.

5.2.7 Business Registration Certificate

Include a copy of Respondent's current New Jersey State Business Registration Certificate as part of your Statement of Qualifications.

5.3 ADDITIONAL REQUIRED FORMS

6.3.1 Non-Collusion Affidavit – Include completed and executed copy of the Non-Collusion Affidavit form included in the RFQ Documents.

6.3.2 Owner Disclosure Certification – Include completed and executed copy of the Owner Disclosure Certification form included in the RFQ Documents.

6.3.3 Equal Opportunity and Affirmative Action Compliance – Include completed Equal Opportunity and Affirmative Action Compliance form included in the RFQ Documents.

6.3.4 Professional Service Entity Information - Include completed Professional Service Entity Information form included in the RFQ Documents.

6.3.5 Qualification Affidavit - Include completed Qualification Affidavit included in the RFQ Documents.

6.3.6 Submission Form - Include completed Submission Form included in the RFQ Documents.

6.3.7 Disclosure of Investment Activities in Iran - Include completed Disclosure of Investment Activities in Iran included in the RFQ Documents

6.4 PROFESSIONAL INFORMATION REQUIREMENTS

6.4.1 Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

6.4.1.1 Description and scope of work by Respondent.

6.4.1.2 Name, address and contact information of references.

6.4.1.3 Explanation of perceived relevance of the experience to the RFQ.

6.4.1.4 Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.

6.4.1.5 Names and resumes of attorneys who will be assigned to provide legal services to the Library.

6.4.1.6 List all immediate relatives of Principal(s) of Respondent who are Library employees or members of the Library Board of Trustees, or employees or elected or appointed officials of the City of East Orange. For purposes of the above, "immediate relative" means a spouse, civil union partner, domestic partner, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

6.4.1.7 A listing of up to ten (10) other engagements where services of the types being proposed were provided in the past five (5) years. This primarily should include other municipal public libraries or other public libraries in New Jersey. Alternatively, the listing can include other local government entities. Contact information for the recipients of the similar services must be provided. The Library may obtain references from any of the parties listed.

6.4.1.8 Respondents must any circumstances where they represented the Library within the last five years as well as any cases in which they sued the Library or in which they represented a client which sued the Library or any other municipal library, within the last five years.

EAST ORANGE PUBLIC LIBRARY

CHECKLIST

PROFESSIONAL SERVICE: SPECIAL LABOR COUNSEL SERVICES

SUBMISSION DATE: [INSERT DATE], 2025 @ 12:00 noon-[INSERT DAY OF WEEK]

The following items, as indicated below (x), must be included with all sealed submissions:

<u>FORM</u>	<u>REQUIRED</u>	<u>INITIAL</u>
Business Entity Disclosure Certification	<input checked="" type="checkbox"/>	_____
Non-Collusion Affidavit	<input checked="" type="checkbox"/>	_____
Disclosure of Ownership Form	<input checked="" type="checkbox"/>	_____
Mandatory Equal Employment Opportunity Notice Acknowledgement	<input checked="" type="checkbox"/>	_____
Americans With Disabilities Act of 1990	<input checked="" type="checkbox"/>	_____
Affirmative Action Compliance Notice	<input checked="" type="checkbox"/>	_____
Copy of Certificate of Employee Information Report	<input checked="" type="checkbox"/>	_____
Copy of Business Registration Certificate	<input checked="" type="checkbox"/>	_____
Professional Service Entity Information Form	<input checked="" type="checkbox"/>	_____
Qualification Affidavit	<input checked="" type="checkbox"/>	_____
Submission Form	<input checked="" type="checkbox"/>	_____
Acknowledgement of Corrections, Additions or Deletions Form	<input checked="" type="checkbox"/>	_____
Disclosure of Investment Activities in Iran	<input checked="" type="checkbox"/>	_____
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus....	<input checked="" type="checkbox"/>	_____
Business Entity Disclosure Certification For Non-Fair And Open Contracts	<input checked="" type="checkbox"/>	_____
Letter of Intent	<input checked="" type="checkbox"/>	_____
Letter of Qualification	<input checked="" type="checkbox"/>	_____

NON-COLLUSION AFFIDAVIT
(PRIME BIDDER)

STATE OF NEW

) 55:

JERSEY COUNTY OF

)

I, _____ of the Library/Township/Borough of _____ in
the County of _____ and the State of _____

of full age, being duly sworn according to the law on my oath depose and say that:

I am, _____ (Title)
(a partner, or officer of the firm of, etc.)

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the LIBRARY OF EAST ORANGE, NJ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Respondent)

(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day

of _____ 20__

Signature of:

Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Notary Public of: _____

My commission expires: _____

DISCLOSURE OF OWNERSHIP CERTIFICATION

This Statement Shall Be Included with RFQ Submission

Name of Business: _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that there are no stockholders

Check the box that represents the type of business organization:

☐ Partnership

☐ **Corporation**

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

☐ Other (describe) _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this_ day of

2_

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

EAST ORANGE PUBLIC LIBRARY EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Library and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Library files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Library, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Library and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? If yes, Yes ☐ No ☐
please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Library as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? If yes, Yes ☐ No ☐
please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Library. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her 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.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES 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; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program 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 Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

NAME OF COMPANY

SIGNATURE OF REPRESENTATIVE

PRINT NAME OF OFFICER/LIBRARY

TITLE OF REPRESENTATIVE

DATE OF SIGNATURE

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Library, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Library pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Library in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Library, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Library's grievance procedure, the contractor agrees to abide by any decision of the Library which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Library, or if the Library incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

The undersigned vendor further understands that his/her 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.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

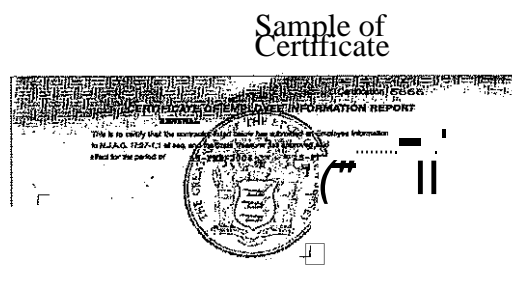
The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR



(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

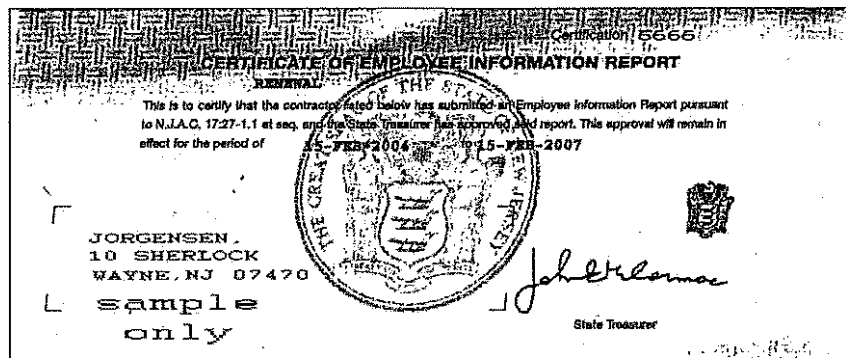
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: _____ SIGNATURE: _____ PRINT

NAME: _____ TITLE: _____ DATE: _____

PLACE HERE A COPY OF THE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



**PLACE AFFIRMATIVE ACTION
(Form AA302)
EMPLOYEE INFORMATION REPORT
HERE**

ONLY IF YOU DO NOT HAVE THE
CERTIFICATE OF EMPLOYEE INFORMATION
TO ATTACH AT THIS TIME

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

**** Construction Contracts (including public works related purchase orders)***

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) *subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect, remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.


A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

EAST ORANGE PUBLIC LIBRARY

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

MUST BE PRODUCED REGARDLESS OF WHETHER
A COPY MAY ALREADY BE ON FILE WITH THE LIBRARY.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX Registration: TTST ACCOONT TAXPAYER IDENTIFICATION#: W0-119T811/000 Address: 1471 T. DEJILING AVE. TRENTON, NJ EFFECTIVE DATE: 01/01/01	TRADE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 0107330 ISSUANCE DATE: 07/14/04	 Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

TAX REGISTRATION ACCOUNT
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Address:
Taxpayer Name
Trade Name
Certificate Number
Date of Issuance

847 ROEJLLING AVE
TRENTON, NJ 08611

For Office Use Only

1093107
October 14, 2004

20041014112\$23533

EAST ORANGE PUBLIC LIBRARY
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____
Address: _____
Telephone No.: _____ Social Security No.: _____
Fax No.: _____ E-Mail Address: _____
If individual has a TRADE NAME, give such tradename:
Trading As: _____ Telephone: _____

.....
If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information: Name of Partners: _____

Firm Name: _____
Address: _____
_____ Telephone No.: _____
_____ Federal I.D. No.: _____
_____ Fax No.: _____
E- Mail Address: _____
Social Security No.: _____
Signature of authorized Agent: _____

.....
If the professional service Entity is an **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: _____
Location of principal office: _____
Telephone No.: _____ Federal I.D. No.: _____
Fax No.: _____ E-Mail Address: _____
Name of agent in charge of said office upon whom notice may be legally served.

.....
Telephone No.: _____ Name of Corporation: _____
Signature: _____ By: _____

QUALIFICATION AFFIDAVIT

The EAST ORANGE PUBLIC LIBRARY reserves the right to reject the submission of any Respondent, who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the Respondent (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each Respondent must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the submission:

State of New Jersey County
of _____
SS:

I am the (President, Partner, Owner) of _____
the Respondent herein.

I know that the Respondent, _____,
has not previously failed to perform properly, or complete on time, contracts of a nature similar to that in the RFQ upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name

Subscribed and Sworn to
Before me this _____ day
Of _____ 20__

Sign Name

Print Name

Notary Public of: _____
My commission expires: _____ -

Print/Type Title

EAST ORANGE PUBLIC LIBRARY
SUBMISSION FORM

- I. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone#: _____ Fax#: _____

EAST ORANGE PUBLIC LIBRARY

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

(Signature)

(Type or Print of affiant and Title, under Signature)

(Date)

**DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN**

COMPANY NAME:-----

PART 1: CERTIFICATION

RESPONDENTS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.

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

Pursuant to Public Law 2012, c. 25, 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 on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Respondent's submission as non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public law 2012, c. 25, that neither the Respondent listed above nor any of the Respondent's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

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

Disclosure of Investment Activities in Iran (cont'd)

PART2:

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. YOU MAY ATTACH ADDITIONAL PAGES, IN NECESSARY.

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

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; that the State of New Jersey 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 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, 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: _____ Date: _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

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 on account of activity related to Russia and/or Belarus. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law¹ 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 of Vendor's Authorized Representative

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

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev.1.22.2024

BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR NON-FAIR AND OPEN CONTRACTS

Requires Pursuant to N.J.S.A. 19:44A-20.8

EAST ORANGE PUBLIC LIBRARY

Part 1-Vendor Affirmation

The undersigned being authorized and knowledgeable of the circumstances, does hereby certify that <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.2004, c.19 would bar the award of this contract in the one year period preceding - to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of East Orange as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Ted R. Green	Alicia Holman
Casim L. Gomez	Vernon Pullins, Jr.
Naiima Fauntleroy	Amy Lewis
Tameika Garrett-Ward	Christopher D. James
Bergson Leneus	Christopher Awe
Sammed R. Monk	

Part II- Ownership Disclosure Certification

☐ I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/ or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

East Orange Public Library

21 S. Arlington Avenue
East Orange, New Jersey 07018

Attn: JP Porcaro, Library Director

Dear Mr. Porcaro:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the East Orange Public Library ("Library"), dated

,2025, in connection with the Library's need for services of Special Labor Counsel Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent) .

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____ Dated:

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

East Orange Public Library
21 S. Arlington Avenue
East Orange, New Jersey 07018

Attn: JP Porcaro, Library Director

Dear Mr. Porcaro:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the East Orange Public Library ("Library"), dated _____, 2025, in connection with the Library's need for the legal services of Library Board Attorney.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agree(s) to participate in good faith in the procurement process as described in the RFQ and to adhere to the Library's procurement schedule.
3. (Name of Respondent) acknowledge(s) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declare(s) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement, with the possible exception of the person listed as Respondent's primary contact for this RFQ, if not a Principal, or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Library.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the Library may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Library shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of Library Board Attorney legal services must comply with all applicable affirmative action requirements and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Principal in Respondent: _____

Typed Name and Title: _____

Type Name of Firm: _____ Dated: