

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

**REQUEST FOR PROPOSALS (RFP)  
FOR ARCHITECTURAL SERVICES FOR  
RENOVATIONS TO THE BAYONNE PUBLIC LIBRARY**

**SECTION 1**

**SUMMARY AND BACKGROUND**

The Board of Trustees of the Bayonne Public Library (the "Library Board") is currently accepting sealed statements of qualifications and proposals for an experienced licensed architect or architectural firm to develop construction documents and perform construction administration for renovations to the Bayonne Public Library (the "Library" or "Owner"), including architectural services, and mechanical and electrical engineering work.

**SECTION 2**

**PROPOSAL GUIDELINES**

**A. Procurement Process and Schedule**

1. Proposals will be accepted until 11:00 a.m. on September 30, 2021 at Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director. Proposals must be submitted in a sealed envelope. All proposals must be signed by a licensed architect or authorized principal or representative of the Bidder submitting the proposal, and one (1) original and two (2) copies of the proposal must be enclosed in a sealed envelope labeled "Bayonne Public Library Architectural Services RFP" and bear the name and address of the Bidder, and the name of the contact person for the Bidder, clearly marked in the upper left hand corner on the outside of the front of the envelope.

2. Proposals must be submitted to the Library no later than 11:00 a.m. on September 30, 2021 at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director. No Proposals will be accepted after that date and time. Proposals may be submitted by mail or hand delivery, but will not be accepted by facsimile transmission or electronic mail, or by any other electronic means. No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening of proposals.

3. Each Proposal received will be reviewed and evaluated by the Library to verify that the Bidder has met the minimum requirements of professional management, technical, administrative and financial areas described in this Request for Proposals ("RFP"). The selection of a qualified Bidder shall be made pursuant to N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. Under N.J.S.A. 40A:11-5.1(a)(i) professional services are not required to be bid or advertised and the Library is not required to award on the basis of lowest

price, so the Library Board will award a Contract based on criteria outlined in this RFP. This RFP is being made to ensure the Library receives the highest quality service at a fair and competitive price. The Library has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal in response to this RFP. Based upon the totality of information contained in the Proposal, the Library will determine which Bidder is the best choice based on relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein.

4. All communications concerning this RFP or the RFP process must be directed, in writing, to the Library Director via regular mail, or via email at [jp@bayonnelibrary.org](mailto:jp@bayonnelibrary.org).

5. Evaluation of proposals will be conducted from September 30, 2021 until October 15, 2021. If additional information or discussions are needed with any bidders during this window, the bidder(s) will be notified.

6. 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 October or November 2021.

7. Upon notification, the contract negotiation with the winning bidder will begin immediately. Contract negotiations will be completed by on or before November 30, 2021. All bidders who are not selected will be notified once a contract is finalized with the selected bidder.

8. Project Timeline: December 2021 – December 2022.

## **B. Conditions Applicable to This RFP**

Upon submission of a Proposal in response to this RFP, the Bidder acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

1. All costs incurred by the Bidder in connection with responding to this RFP shall be borne solely by the Bidder.

2. The Library reserves the right (in its sole judgment) to reject any Bidder that submits incomplete responses to this RFP, or a Proposal that is not responsive to and compliant with the requirements of this RFP.

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

4. No Proposals shall be returned by the Library.

5. All Proposals 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 law.

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

7. Any and all Proposals not received by the Library by 11.00 a.m. on the date due will be rejected.

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

9. The Library may waive any technical non-conformance with the terms of this RFP.

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

### **C. Terms of Contract**

Specific contract terms and conditions will be set out in a written Contract between the successful Bidder and the Library Board of Trustees, which shall include the scope of duties and responsibilities, budget, schedule, and other necessary items pertaining to the project, and will be subject to review by Library Board Attorney.

Should the Library enter into a Contract as a result of this RFP, the initial term of the Contract shall be for period of the greater of one (1) year or the anticipated duration of the Project. The Library reserves the right to terminate the Contract at any time for any reason or without reason upon thirty (30) days' written notice.

### **D. Duty of Bidders to Notify Library of Errors**

Bidders shall carefully study, compare, correlate and coordinate their obligations both within this RFP and as to extrinsic information that may in any way affect their obligations, including circumstances pertaining to the description of the Services required by this RFP, facts and circumstances specific to the Library, and any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the Bidder 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 Bidder at the time of submission.

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

inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims.

**E. Promptness Of Proposal Submittal**

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

**F. Laws And Regulations**

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

**G. Post-Award Submissions**

The successful Bidder shall provide its Post-Award Submissions, including all Contract Forms, all required proof of insurance, (all of the above dated and fully effective simultaneous with the date of the Contract); and a list of key personnel, including, business, mobile and emergency telephone numbers, fax and individual email information, at the time and in the manner required by the Library.

**H. 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. Any Contract awarded in response to this RFP is anticipated to be in an amount in excess of \$25,000.

**I. Interpretations And Addenda**

No interpretation of the meaning of the terms and conditions of this RFP will be made orally to any prospective Bidder, and no bidder may rely upon any interpretation received only orally. Every request for such interpretation shall be submitted in writing to the Library Director and

must be received no later than 3:00 p.m. on September 24, 2021 to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. All addenda so issued shall become part of this RFP and the Contract documents.

**J. Indemnification**

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

The successful Bidder shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Bayonne harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning 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 this RFP or the Contract.

**K. Insurance Required**

Upon the award of a Contract, the successful Bidder shall furnish a certificate of insurance naming the Library, the Library Board of Trustees, and the City of Bayonne as additional insureds for workers' compensation, general liability automotive liability and professional liability, in specific policy limits as indicated below. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Library. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' prior written notice to the Library. The policies and endorsements shall be specifically referred to the Library as an insured party of the Contract and the Bidder shall certify that the insurance as provided conforms to the requirements of the Contract Documents. All insurance required by this RFP 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.

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
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 Bidder 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 Bidder 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.

**L. Affirmative Action Requirements.**

Each Bidder shall submit to the Library, preferably with its proposal, but no later than after notification of award, but prior to execution of a Contract, one of the following three documents:

1. Appropriate evidence that the Bidder is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27 et seq.; or
3. An employee information report (Form AA302) provided by the Division of Purchase and Property of the N.J. Department of the Treasury, and distributed to the Library to be completed by the contractor, in accordance with N.J.A.C. 17:27 et seq.

The successful Bidder shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Goods, Professional Services and General Services as set forth in this RFP. This language will be incorporated into and made a part of the Contract as an exhibit thereto.

Bidders shall complete and submit the Affirmative Action Compliance Form as part of their Proposal.

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

Pursuant to N.J.S.A. 52:42-44, prior to the award of a Contract (but preferably with their proposal), all Bidders should submit with their proposal package a copy of their "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 recommended that all Bidders submit said Certificate with their Proposal.

**N. Ownership Disclosure Statement**

Pursuant to N.J.S.A. 52:25 24.2, the Bidder 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 Bidder in the corporation, partnership or other business entity.

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

**O. Political Contribution Disclosure Statement — Pay To Play**

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

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

**P. Disclosure Of Investments In Iran**

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

**SECTION 3**

**SCOPE OF SERVICES**

**A. Project Overview**

The Bayonne Public Library (the "Library") was originally built in 1904 with a grant from the Carnegie Corporation, and had additional wings added in 1930. The Beaux-Arts and classical revival building features Ionic and Doric columns and richly ornamented architectural details. In 1959, a fire badly damaged the central part of the interior and roof, and the building underwent a \$1.25 million restoration before reopening in 1963. The building currently has a damaged roof drainage system, antiquated boilers, and a lack of accessible facilities.

The Project scope is based on a project description and schematic plans, prepared by a licensed architect and submitted to the New Jersey State Library as a Grant Application - Winter 2020 Cycle; the Scope of Basis Services is based on the approved portions of the grant application. The Project includes replacement of a 90-year-old heat plant with new high efficiency boilers. Plumbing work includes installation of domestic water backflow preventer and replacement of roof storm drainage. The existing hydraulic elevator will be refurbished and a new wheelchair lift will be installed. Restrooms will be retrofitted with grab bars and toilet accessories for barrier-free access. Existing circulation desks will be altered, and the main circulation desk and computer

carrels will be replaced for a barrier-free access. Exterior building facades, facing front courtyard, will be restored. The Children's Room on the second floor will be expanded into an adjacent space and new furniture will be added. Separately, asbestos containing thermal insulation on piping, ductwork, and boilers will be abated based on plans developed separately by an environmental consultant, with the work to be performed by an asbestos abatement contractor.

## **B. Scope Of Basic Services**

The Architect's Basic Services shall include usual and customary structural, mechanical, and electrical engineering services, including the following, listed based on the phase of the Project in which the serve initially will be performed, although numerous of the services will require continued updating and performance throughout the Project.

1. Manage the Architect's services, research applicable design criteria, attend Project meetings, and communicate with Owner and all members of Project team
2. Prepare a schedule for performance of services
3. Assist the Owner in preparing and filing any documents required to obtain any required government approvals
4. Obtain government approvals, as necessary

### *Schematic Design Phase Services*

1. After reviewing the program, prepare and present a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other initial information, and identify any inconsistencies and other required information or consulting services, and suggest alternative approaches to design and construction of the Project, as applicable, including the feasibility of incorporating environmentally responsible design approaches.
2. Prepare and present a preliminary design of the Project's components and once approved, prepare Schematic Design Documents, including drawings, with preliminary selections of major building systems and construction materials noted on the drawings or described in writing, a site plan, if appropriate, preliminary building plans, sections and elevations, study models, perspective sketches, or digital modeling.
3. Prepare a budget estimate of the cost of the Project, and update the budget estimate periodically throughout all phases of the Project.

### *Design Development Phase Services*

1. Prepare Design Development Documents, which illustrate and describe the development of the approved Schematic Design Documents, including drawings and other documents, such as plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to



architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

2. Outline specifications for major materials and systems including, in general, their quality levels.

3. Update plan and design documents as necessary throughout the Project.

#### *Construction Documents Phase Services*

4. Prepare Construction Documents, which illustrate and describe the further development of the approved Design Development Documents and consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work, and incorporating any design requirements imposed by applicable governmental authorities.

5. Assist in the development and preparation of bidding and procurement information including bidding or proposal forms, the form of agreement between the Owner and any contractors, and the conditions for any contract with contractors to perform the Work.

6. Compile a project manual throughout the Project, which includes the conditions for all contracts with contractors and specifications, as well as bidding requirements and sample forms.

#### *Bidding Phase Services*

1. Assist Owner in various aspects of the public bidding process including in obtaining competitive bids, confirming the responsiveness of bids or proposals, recommending the successful bid or proposal, and in the award and preparation of contracts for contractors.

2. Assist the Owner in: procuring the reproduction of bid documents for distribution to prospective Bidders; organizing and conducting a pre-bid conference for prospective Bidders, as necessary; preparing responses to questions from prospective Bidders and preparing addenda to provide clarifications and interpretations of the Bidding Documents to all prospective Bidders; attending the opening of the bids conducted by the Owner; and documenting and distributing the bidding results.

#### *Construction Phase Services*

1. Provide administration of all contracts between the Owner and any contractors working on the Project.

2. Visit the site as needed prior to commencement of Work, at least once weekly once the Work commences, and at least twice weekly throughout all weeks during when any contractor is working on site on any aspect of the Project.

3. Observe the Work being performed, reject any Work that does not conform to the Contract Documents, and report to the Owner regarding the progress of the work performed and of any non-conforming work.

4. Conduct inspections and certify when any contractor has fulfilled its obligations under the Contract Documents.

5. Review and certify the amounts requested by and due to any contractors, and issue certificates authorizing payments in such amounts

6. May be responsible to render initial decisions on claims between the Owner and any contractor over issues arising from the Contract Documents.

The duties listed in this Scope of Basic Services are intended only as illustrations of the various types of work that may be required. The omission of specific statements of duties does not exclude them from the Scope of Basic Services if the work is similar, related to, or is a logical assignment to any of the services listed above.

## **SECTION 4**

### **MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

In order for an individual/firm to be considered by the Library, interested parties submitting proposals in response to this RFP must satisfy the following requirements:

#### **A. Minimum Qualifications**

1. All individuals within Bidder's organization, who would be assigned to provide the Services, must be a currently Licensed Architect in the State of New Jersey;

2. Bidder must demonstrate at least five (5) years' experience providing architectural services to municipal entities in the State of New Jersey – experience in a public library setting is preferred but not required to qualify;

3. The Bidder has sufficient qualified staff to satisfy the scope of services described in this RFP; and

4. The Bidder is in good standing within the State of New Jersey.

#### **B. Submission Requirements**

Proposals must be submitted in a sealed envelope. All proposals must be signed by a licensed architect or authorized principal or employee of the Bidder submitting the proposal, and one (1) original and two (2) copies of the proposal must be enclosed in a sealed envelope labeled "Bayonne Public Library Architectural Services RFP" and bear the name and address of the Bidder, and the name of the contact person for the Bidder, clearly marked in the upper left hand corner on the outside of the envelope.

Proposals must be submitted to the Library no later than 11:00 a.m. on September 30, 2021 at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director.

### **C. Complete Proposal Submittal**

Bidders shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection.

Bidders shall become familiar with all Forms provided by the Library, which must be returned. If there are any Forms that the Library is to provide that are either missing or illegible, it is the responsibility of the Bidder 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 Forms or duplicate Forms that were not received by any prospective Bidder in time for submittal.

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

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

### **D. Forms**

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

1. RFP SUBMISSION CHECKLIST – Form A
2. NON-COLLUSION AFFIDAVIT – Form B
3. OWNERSHIP DISCLOSURE STATEMENT – Form C
4. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – Form D
5. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – Form E
6. AFFIRMATIVE ACTION COMPLIANCE NOTICE – FORM F
7. AMERICANS WITH DISABILITIES ACT OF 1990 – FORM G
8. C. 271 POLITICAL DISCLOSURE STATEMENT – FORM H
9. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – FORM I

10. ACKNOWLEDGEMENT OF ADDENDA – FORM J

11. COMPLETED W-9 – FORM K

**E. Qualification Statement To Be Provided**

In addition to the Library's Forms listed above, Bidders shall submit a Qualification Statement which at a minimum addresses and includes each of the following:

1. The full name of the Bidder, the principal place of business.
2. Name and contact information of the key contact person.
3. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of the Bidder's firm, its ownership and organizational structure:
  - a. The names and business addresses of all principals of the firm or firms submitting the response. For purposes of this RFP, "principals" means persons possessing an ownership interest in the Bidder. If the Bidder is a corporation, "principals" shall include each investor who would have any amount of operational control over the Bidder and every stockholder having an ownership interest of 10% or more in the firm;
  - b. If a Bidder firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Bidder firm submitting a proposal, and describe the approval process;
  - c. If the Bidder is a partnership, LLC, joint venture or similar organization, provide comparable information as required in E(3)(b) above for each member of the partnership, LLC, joint venture or similar organization;
  - d. A statement that the Bidder has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance by submission of a Certificate of Employee Information Report issued by the State of New Jersey.
4. The number of years the Bidder's organization has been in business under the present name and current management, and any prior name under which the organization has been in business, as well as the years during which the business so operated.
5. Information demonstrating at least five (5) years of experience providing architectural services to municipal entities in the State of New Jersey, including any experience providing such services to public libraries. Bidder shall provide a listing of all other engagements where services of the type being proposed were provided during the past three (3) calendar years. Contact information for the recipients of the similar services must be provided. The Library may obtain references from any of the parties listed.

6. A detailed description of services Bidder will provide to the Library, along with a proposed outline of tasks, and project schedule to complete each task. This shall include a description of Bidder's conceptual plan for meeting the Scope of Basic Services in a manner that Bidder believes is appropriate for the Library.

7. The names, qualifications, professional certifications held, titles, experience and training of all persons who would be assigned to provide the services ("key employees"), including the resumes of key employees.

8. Written confirmation that all key employees possess any appropriate federal and state licenses to perform the Services;

a. Submit a copy of the Bidder's Business Registration Certificate.

9. A statement that neither the Bidder's firm nor any individuals assigned to this Project have ever been prohibited from working with public entities in the State of New Jersey.

10. A list and description of all liability claims, if any, brought against the Bidder during the past five (5) years.

11. A list of any judgments, claims or suits within the last five (5) years or currently pending or outstanding against the Bidder, and for each, list the date of each claim, the court or administrative agency, caption or name of the matter, and current status or outcome of the matter.

12. Whether the Bidder is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain;.

13. List of all immediate relatives of the principal(s) of Bidder, who are employees or elected officials of the Library or of the City of Bayonne. For purposes of the above, "immediate relative" means a spouse, civil union partner/domestic partner, parent, stepparent, sibling, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of marriage or other relation.

14. Describe the services that Bidder would perform directly and those portions, if any, that would be subcontracted out. Identify all subcontractors the Bidder anticipates using in connection with this Project.

15. A description of any particular area(s) of expertise the Bidder's staff may possess that has not been included in the response provided above.

16. A cost proposal and a proposed budget based on the Scope of Services sought, which shall include all specific costs and charges to the Library. The cost proposal shall include a total fixed lump sum cost for performance of Basic Services, a proposed timetable for payments and amount of each payment, any additional costs the Library may incur or the Bidder expects to receive including expense reimbursements at the Bidder's direct costs. In

addition, proposal shall include an hourly rate sheet for any additional work requested and performed with existing or additional staff to be approved by the Library prior to the commencement of those services, such as services outside the Scope of Basic Services. By submission of a qualification statement, Bidder acknowledges and agrees to adhere to the fee schedule to be set by the Library at the time of awarding any contract for the subject services.

#### **F. Insurance and Indemnification**

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

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

### **SECTION 5 EVALUATION AND AWARD**

Proposals will be evaluated by and ranked by the Library Director and the Building Committee of the Library Board based on the factors most advantageous to the Library including managerial competency, technical criteria and price. After review and analysis to ensure that the Bidder's qualifications meet all requirements of the Library set forth in this RFP, and after the review that the technical aspects and the requirements set forth herein have been met, the Library Director and the Building Committee of the Library Board may recommend to the full Library Board to award a Contract to the qualified Bidder, who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth herein. The evaluation will consider the following Evaluation and Selection Criteria:

1. Completeness and accuracy of the Bidder's entire submission; and
2. Overall Proposal Suitability – Whether the proposed solution(s) meet the scope and needs included in this RFP and are presented in a clear and organized manner; and
3. Organizational Experience – Bidder's experience as it pertains to the scope of this project, including specific experience in a public library setting; and

4. Previous Work – Examples provided of Bidder’s previous work on projects requiring services similar to the Scope of Basic Services detailed in this RFP; and

5. Value and Cost – The Bidder’s proposed cost based on the work to be performed in accordance with the scope of this project, and in comparison with proposals submitted by other Bidders and with the originally envisioned budget for this Project; and

6. Technical Expertise and Experience – Specific technical expertise and experience of Bidder’s staff members, who will perform the Services, based on descriptions and documentation of same.

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**PROPOSAL FORMS AND DOCUMENTS**



**BAYONNE PUBLIC LIBRARY**  
**REQUEST FOR PROPOSALS FOR**  
**ARCHITECTURAL SERVICES FOR**  
**RENOVATIONS TO THE BAYONNE PUBLIC LIBRARY**

**Proposal Form A**

**RFP SUBMISSION CHECKLIST**

1. READ AND UNDERSTAND REQUIREMENTS OF RFP
2. PREPARED AND SUBMITTED QUALIFICATION STATEMENT
3. NON-COLLUSION AFFIDAVIT – **FORM B**
4. STATEMENT OF OWNERSHIP DISCLOSURE – **FORM C**
5. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM D**
6. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM E**
7. AFFIRMATIVE ACTION COMPLIANCE NOTICE – **FORM F**
8. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM G**
9. C. 271 POLITICAL DISCLOSURE STATEMENT – **FORM H**
10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM I**
11. ACKNOWLEDGEMENT OF ADDENDA – **FORM J**
12. SUBMITTED A COMPLETED W-9 – **FORM K**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Proposal Form B**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
the Company/Provider (“Company”) making the Proposal for the project or service set forth  
herein, and that I executed the said Proposal with full authority to do so; that said Company 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; that said Company or its employees has not bribed or attempted to bribe or influence in  
any way, including the provision of gifts and services, any officer or employee of the Library in  
an attempt to influence the awarding of the subject contract; and that all statements contained in  
said Proposal and in this affidavit are true and correct, and made with full knowledge, and the  
Bayonne Public Library Board of Trustees relies upon the truth of the statements contained in this  
affidavit in awarding the Contract for the said 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 the Company. (N.J.S.A. 52:34-15)

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/

Specify Other State (\_\_\_\_\_)

My commission expires \_\_\_\_\_, 20\_\_\_\_.

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

Company’s Authorized Representative:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed/Typed)

Title: \_\_\_\_\_  
(Printed/Typed)

**Proposal Form C**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> 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 <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

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

**Proposal Form D**

**New Jersey Business Registration Requirements (Informational)**

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Proposal Form E**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

**CONSTRUCTION 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 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award,

seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers

who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.



**Proposal Form F**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful contractor shall submit to the Library, after notification of award but prior to execution of this Contract, one of the following three documents as forms of evidence:

- (a) A copy 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 copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR
- (c) A copy 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 Bidder may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Bidder 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 Bayonne Public Library, and the vendor copy is retained by the successful Bidder.

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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal 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. 17:27-1 et seq.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Proposal Form G**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The Contractor and the Bayonne Public Library, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor will, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

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

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

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

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

Witness:

Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Proposal Form H**

### **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

#### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c.271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>1</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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<sup>1</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
-----------	--------------	-------

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

State: Governor, and Legislative Leadership Committees

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Commissioners

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

Hoboken City

Secaucus Town

East Newark Borough

Jersey City

Union City

Guttenberg Town

Kearny Town

Weehawken Township

Harrison Town

North Bergen Township

West New York Town

Boards of Education (Members of the Board):

East Newark Borough

Kearny Town

Weehawken Township

Guttenberg Town

North Bergen Township

Hoboken City

Secaucus Town

Fire Districts (Board of Fire  
Commissioners):

(None)

**Proposal Form I**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR/BIDDER NAME:** \_\_\_\_\_

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

**CHECK THE APPROPRIATE BOX**

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

OR

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

Entity Engaged in Investment Activities \_\_\_\_\_  
Relationship to Vendor/ Bidder \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement \_\_\_\_\_  
Anticipated Cessation Date \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

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

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**Proposal Form J**

**Acknowledgement of Addenda**

**Request for proposals for architectural services for renovations to the Bayonne Public Library**

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

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

No Addenda Received

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**Proposal Form K**

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