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**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

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**PROPOSAL CHECKLIST**  
*To be submitted with proposal*  
**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

The following checklist is provided as assistance for the development of responses to the RFP issued by the Trenton Free Public Library for Architectural Services. It by no means supersedes or replaces the requirements of the RFP. Please check off each document/section and attest below to the fact that you have read and/or included the documents with your Proposal in response to the RFP.

- Letter of Intent
- One (1) original and Three (3) Copies of Proposal Documents – Sealed Envelope
- Cost Proposal
- Information Requested by Section IV
- Resumes of Professionals
- List of References
- State of New Jersey Business Registration Certificate  
*(attached or to be supplied prior to award of contract)*
- Ownership/Stockholder Disclosure Statement;
- Mandatory Language Required by Americans with Disabilities Act of 1990;
- Mandatory Equal Opportunity and Affirmative Action Language;
- Documentation of Required Affirmative Action Compliance  
*(attached or to be supplied prior to award of contract)*
- Non-Collusion Affidavit;
- Certification and Disclosure of Political Contributions
- Mandatory Disclosure of Investment Activities in Iran;
- Certificate of Insurance (general liability, professional liability and worker’s comp certificate required at the time of award with a 30-day cancellation clause);
- Acknowledgement of Receipt of Addenda (if any are issued);
- Proposal Document Checklist.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name & Title of Authorized Representative

## TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES

### I. PURPOSE

The purpose of this Request for Proposals (“RFP”) is to obtain professional architectural services to prepare a building analysis of the Trenton Free Public Library (“Library”).

### II. BACKGROUND AND INTRODUCTORY STATEMENT

The Trenton Free Public Library is the oldest library in the State, founded in 1750 as the Trenton Library Company by Dr. Thomas Cadwalder. Benjamin Franklin is said to have purchased the library’s first 50 books. The library was incorporated as a free public library in 1900, with Ferdinand W. Roebling serving as its first Board President.

Pre-Proposal Meeting is scheduled for Wednesday, January 22, 2020 at 3 p.m. at the Trenton Free Public Library,

The Board of Trustees for the Library is seeking a proposal for two projects that are summarized below. **Respondents must submit one (1) original and three (3) copies, including copies of all forms and attachments on or before 11:00 a.m. on Friday, January 31, 2020 to Rebecca Franco Martin, Library Director at 120 Academy Street, Trenton, New Jersey 08608.** The Response must include a cover letter signed by an officer or authorized representative of the Respondent. The letter must specifically designate which of the submitted materials, if any, are proprietary.

Proposals will be considered only from licensed architectural consultants, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The Library may request additional information as deemed necessary, including but not limited to interviewing one or more consultants. Failure to provide such information may result in the proposal being considered non-responsive. The Library reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal(s) deemed most advantageous and in the best interests of the Trenton Free Public Library.

All Responses must be prepared with full consideration of both this RFP and any addenda issued by the Library prior to the response submittal date. All Respondents are responsible for submission compliance. Addenda will be conspicuously posted on the Library’s website <https://www.trentonlib.org/>.

Required information submitted pursuant to this request shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Trenton Free Public Library, its Board of Trustees, employees, representatives or the Township of Trenton, for reimbursement for the payment of costs or expenses incurred in the preparation of the response or other information related in any way to this RFP.

If any Respondent chooses to include material of a proprietary nature in the response, the Library will keep such material confidential to the extent permitted by law. The Respondent must specifically identify each page of its Response that contains such information by properly marking the applicable pages. Preferably, any sections that contain material of a proprietary nature shall be severable or removable from the response to assist in the protection of that information. The Trenton Free Public Library, its Board of Trustees, staff of the Library, agents and professional consultants assume no liability for any loss, damage or injury that may result from any disclosure or use of marked data or any disclosure of this or other information. Further, the respondent acknowledges information shall be disclosed to and shared with those consultants and professionals whom the Township has engaged to assist it with this project.

The successful consultant, without additional expense to the Trenton Free Public Library, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the performance of the services.

### III. SCOPE OF WORK

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The scope of work for each project is as follows:

#### Project 1: Historic Building Repointing and Rehabilitation of Reading Room

Provide an assessment of the Historic Reading Room to include indoor and outdoor portions of the space in order to create specifications and plans to address water damage due to leaks. Propose additional solutions for the humidity and mold in stacks affected below the Reading Room. Assess and create proposed solutions for additional data and electrical outlets in the Reading Room to meet the needs of patrons. Incorporate solutions for energy efficient upgrade historic windows and lighting in the Reading Room. Finally, create specifications for modernizing the furniture in the space to be more functional while maintaining the integrity of this historic space.

#### Project 2: Rehabilitate and Reorganize Adult Spaces on 2nd Floor

Provide an assessment of the Adult Community Spaces to include the Reference Room and the Adult Computer Room that is a part of the original Historic building. The assessment should include a reconfigurations of the Reference Room to address safety issues by relocating the location of the service desk, addressing sight lines by incorporating more modern and functional furniture solutions, and ensuring spaces and furniture are ADA compliant. Create solutions and specifications to address lighting and windows that will be more energy efficient. As assessment of the restrooms to provide solutions that address poor water pressure and lack of functionality and specifications to reconfigure restrooms to allow use by patrons and staff. The Adult Computer Space assessment should include plans to address lack of functionality by creating plans to increase space for computers, addressing outdated electrical and adding energy efficient lighting, and solutions for IT ports while maintaining the historical integrity of the space. The flooring is continuous throughout both spaces and also needs to be assessed to upgrade to a more durable, easy to maintain material.

### IV. SUBMISSION REQUIREMENTS

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Please provide one (1) original and three (3) copies of a proposal that provides, at minimum, the following information in a sealed envelope clearly identified on the outside of envelope as

**“RFP FOR ARCHITECTUAL SERVICES FOR TRENTON FREE PUBLIC LIBRARY”:**

Vendors Name & Address

- a. Cover letter | Letter of Intent: This document shall be executed by an authorized representative of the Respondent.
- b. Narrative providing vision/strategy for design process.
- c. Background Information Regarding Respondent.
- d. Identification of Project Team: Please provide the names of all personnel that you are proposing to be involved with the building analysis for the Library, and include all key personnel and sub-consultants, civil engineer, structural engineer, mechanical engineer, acoustic engineer, etc. Please include any licensure information with the proposal.
- e. Experience: Please describe the experience of the firm and the project team with public projects, and identify any building analysis prepared for other libraries. Please identified three completed projects that best represent the skills of the project team members to provide the proposed services for Project 1 and 2 identified herein. And, describe your team’s experience with designing energy efficient systems, and LEED programs.
- f. References: Please provide four references with relevant contact information (name, address, phone and e-mail).

- g. Identification of any pending litigation involving your firm.
- h. Identification and/or description of the major deliverables and describe the firm's experience managing project schedules for public projects.
- i. Project budget that includes an estimated total cost for the completion of the building analysis, as well as a line item budget for each project and estimated hours required for each project identified above. This information will be safeguarded from public disclosure.
- j. Identification of hourly rates for the Project Team.
- k. Identification of any administrative expenses or costs.
- l. Project timeline including key dates, an overall project schedule, including the timing of major work tasks.
- m. Fully-executed forms identified in Section VII of this RFP, signed by an authorized representative that is notarized, dated and identifies the title and contact information for that authorized representative.

#### V. CONTACT INFORMATION

For questions about this RFP or in furtherance of your preparation of a proposal, please provide questions submitted in writing to:

Rebecca Franco Martin, Director  
[director@trentonlib.org](mailto:director@trentonlib.org)

#### VI. PROPOSAL REVIEW

The initial review of the proposals submitted for consideration shall be reviewed by the Director, the Maintenance Supervisor and representatives of the Board of Trustees. Thereafter, a decision will be made whether any companies should meet with the Board of Trustees for final selection.

While the timing of its decision is subject to its sole discretion, the Board of Trustees anticipates selecting an architectural firm at its January meeting. In selecting an architectural firm, the following will be considered: the responses to this RFP, firm qualifications, as well as any information relayed to the Library Board of Trustees, using the following criteria:

- Whether and the extent to which the respondent adhered to the requirements of this RFP;
- Experience of the proposed project team;
- Review of list of prior projects;
- Review of project schedule;
- Review of references;
- Project budget;
- Price proposal.

The Trenton Free Public Library and its Board of Trustees shall be the sole judge of each Respondent's conformity with the requirements of this RFP and the merits of the response. The Trenton Free Public Library and its Board of Trustees reserve the right to amend, modify or withdraw this RFP; to waive any requirements of the RFP; to require supplemental statements and information from any respondent to this RFP; to accept or reject any or all responses, including but not limited to incomplete or unresponsive submissions or responses lacking the signature of respondent's authorized representative to issue a subsequent RFP on a new competitive basis; to correct deficient responses that do not completely conform with this RFP, and to make

investigations it may deem necessary to determine the responsibility and qualifications of any or all respondents; and to reject any or all responses and to cancel this RFP, in whole or in part, for any reason or no reason, in the sole discretion of the Trenton Free Public Library and its Board of Trustees.

The Trenton Free Public Library and its Board of Trustees may exercise any such rights at any time, without notice and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a response or otherwise. The Trenton Free Public Library and its Board of Trustees assume no responsibility for errors or omissions.

Respondents are advised to verify independently the accuracy of all information and to make their own judgments in determining whether to submit a response to this RFP.

**Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed thereafter shall be considered void and having no impact on the contracting unit or the award of a contract.**

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*The Trenton Free Public Library Board of Trustees reserves the right to consider or reject any and all proposals submitted*

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#### **VII. LIST OF REQUIRED | MANDATORY FORMS**

The failure to submit the following forms with this Proposal shall be a fatal defect unless it is a document that must be provided prior to the award of the contract.

- State of New Jersey Business Registration Certificate (required prior to award of contract);
- Ownership/Stockholder Disclosure Statement;
- Mandatory Language Required by Americans with Disabilities Act of 1990;
- Mandatory Equal Opportunity and Affirmative Action Language;
- Documentation of Required Affirmative Action Compliance (required prior to award of contract);
- Non-Collusion Affidavit;
- Certification and Disclosure of Political Contributions;
- Disclosure of Investment Activities in Iran;
- Certificate of Insurance (general liability, professional liability and worker's comp certificate required at the time of award with a 30-day cancellation clause);
- Acknowledgement of Addenda (if any are issued);
- Proposal Document Checklist.

#### **VIII. INSURANCE AND INDEMNIFICATION**

**Worker's Compensation and Employer's Liability Insurance:** This insurance shall be maintained in force during the life of this contract by the Respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000. The OWNER - - the Trenton Free Public Library and Board of Trustees for the Trenton Free Public Library - - shall be named as additional insured.

**General Liability Insurance:** This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the Respondent. The Respondent shall also provide Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars in single limit.

**Automobile Liability Insurance:** This insurance covering Respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Respondent.

**CERTIFICATES OF THE REQUIRED INSURANCE:** Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Library as an additional insured.

**INDEMNIFICATION:** The Respondent selected to provide the requested architectural services shall indemnify and hold harmless the Library from all claims, suits or actions and damages or costs of every name and description to which the Library may be subjected or put by reason of injury to the person or property of another, or the property of the Library, resulting from negligent acts or omissions on the part of the Respondent, the Respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

#### IX. CONFLICT OF INTEREST

In accordance with N.J.S.A. 40:69A-163, no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

#### X. AWARD OF CONTRACT

A one-year contract shall be awarded pursuant to this RFP. The successful Respondent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Board of Trustees of the Library.

Pursuant to N.J.S.A. 40A:11-24, the Library Board of Trustees shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

The Board of Trustees may award the work in whole or in part whichever is most advantageous to the Library. By submitting a Proposal to this RFP, the Respondents acknowledge that the cost proposal shall remain firm for a period of sixty calendar days. **If any Respondent to this RFP is unwilling to hold the cost proposal beyond those sixty days, that should be noted in the cost proposal.**

## XI. REJECTION OF PROPOSALS

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually, and thus the Library Board of Trustees reserves the right to reject the proposals for that reason, as well as any other reason, including the following:

- Multiple proposals received from an individual, a firm or partnership, a corporation or association under the same or different names;
- Proposals are unbalanced;
- The lowest proposal substantially exceeds the estimates for goods and services;
- The Library decides to abandon the project;
- The Library decides to substantially review the specifications;
- The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq) are being violated;
- The Library decides to utilize the State authorized contract pursuant to N.J.S.A. 40A:11-12.

## XII. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Board of Trustees for the Trenton Free Public Library in an unacceptable manner, may be rejected.

## XIII. FAILURE TO ENTER CONTRACT

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the Board of Trustees for the Trenton Free Public Library may then, at its option, accept the proposal of the next lowest responsible Respondent.

## XIV. TERMINATION OF CONTRACT

A. If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Board of Trustees for the Trenton Free Public Library shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Board of Trustees for the Trenton Free Public Library of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Board of Trustees for the Trenton Free Public Library for damages sustained by the Board of Trustees for the Trenton Free Public Library by virtue of any breach of the contract by the contractor and the Board of Trustees for the Trenton Free Public Library may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Board of Trustees for the Trenton Free Public Library from the contractor is determined.

C. The contractor agrees to indemnify and hold the Board of Trustees for the Trenton Free Public 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 Board of Trustees for the Trenton Free Public Library under this provision.

D. In case of default by the successful Respondent, the Board of Trustees for the Trenton Free Public Library may procure the articles or services from other sources and hold the successful Respondent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Board of Trustees for the Trenton Free Public Library reserves the right to cancel this contract.

#### XV. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two- year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

#### XVI. ANNUAL DISCLOSURE REQUIREMENTS OF BUSINESS ENTITIES (N.J.S.A. 19:44A-20.27(A))

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

**Bid Proposal Form**  
**Respondent Must Complete**

We the undersigned propose to furnish and deliver the above services pursuant to the scope of services and requirements and made part hereof:

Total Amount for Assessment, Preparation, and Specifications: \$\_\_\_\_\_.

---

**(Original Signature by Authorized Representative)**

The undersigned is a Corporation, Partnership, or Individual under the laws of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_.

---

COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FED. ID# \_\_\_\_\_

NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**  
**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

**Legal Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**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)
- Minority Women Business Enterprise (MWBE) (50% or more ownership)
- Other (please be specific): \_\_\_\_\_

**PART II**

The list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, or of all members in the limited liability company who own a 10% or greater interest therein.

**OR**

No one stockholder in the corporation holds or owns 10% or more of the issued and outstanding stock, of any class, or no individual partner in the partnership holds or owns a 10% or greater interest therein, or no member in the limited liability company holds or owns a 10% or greater interest therein. **(SKIP TO PART IV).**

**INSERT HERE: LIST OF NAMES AND ADDRESS OF STOCKHOLDERS,  
PARTNERS OR MEMBERS WITH 10% OR GREATER INTEREST**

**Name of Individual or Business Entity**

**Home Address (for Individuals) or Business Address**

\_\_\_\_\_

\_\_\_\_\_

*Attach additional sheets if more space is needed*

STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION (cont'd)

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

**PART III: Disclosure Requirement for 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% or greater beneficial interest in the public 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 SEC (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.

**INSERT HERE: Website (URL) containing the last annual SEC  
or foreign equivalent filing and Page #s**

Website (URL)	Page Nos.

*Attach additional sheets if more space is needed*

**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 address 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.**

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

*Attach additional sheets if more space is needed*

**STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION (cont'd)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**  
**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

**Part IV: CERTIFICATION**

I, being duly sworn upon my oath, hereby represent the foregoing information and any attachments thereto, are to the best of my knowledge true and complete, and hereby acknowledge I am authorized to execute this certification on behalf of the Respondent; that the Trenton Free Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Trenton Free Public Library to notify the Trenton Free Public Library in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of the agreement with the Trenton Free Public Library, thereby permitting the Library to declare any contract(s) resulting from this Certification void and unenforceable.

\_\_\_\_\_  
Signature of Affiant

*Sworn to and subscribed before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name – Notary

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

{seal}

**Americans with Disabilities Act of 1990**  
**Equal Opportunity for Individuals with Disability**  
**TRENTON FREE PUBLIC LIBRARY – RFP FOR ARCHITECTURAL SERVICES**

The contractor and the Trenton Library Board of Trustees, (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 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall 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 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 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 shall satisfy and discharge the same at its own expense.

The owner 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 owner or any of its agents, servants, and employees, the *owner shall* 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 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Authorized Representative

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY  
AND AFFIRMATIVE ACTION LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27  
TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

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, 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 paced 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.

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractor shall furnish such reports or other documents to the Library 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 any other State or City entity for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:55-31 and N.J.A.C. 17:27 et seq., and agrees to furnish the required forms of evidence of compliance.**

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Authorized Representative







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

**County Name: Mercer**

State: Governor, and Legislative Leadership Committees

Legislative District #: 12, 14, 15, & 30

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

County:

Freeholders	County Clerk	Sheriff
County Executive	Surrogate	

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

East Windsor Township	Hopewell Township
Ewing Township	Lawrence Township
Hamilton Township	Pennington Borough
Hightstown Borough	Princeton Borough
Hopewell Borough	Princeton Township

Trenton City  
Washington Township  
West Windsor Township

Boards of Education (Members of the Board):

East Windsor Regional	Hopewell Valley Regional	Washington Township
Ewing Township	Lawrence Township	West Windsor-Plainsboro Regional
Hamilton Township	Princeton Regional	

Fire Districts (Board of Fire Commissioners):

- Chesterfield-Hamilton Fire District No. 1
- Hamilton Township Fire District No. 2
- Hamilton Township Fire District No. 3
- Hamilton Township Fire District No. 4
- Hamilton Township Fire District No. 5
- Hamilton Township Fire District No. 6
- Hamilton Township Fire District No. 7
- Hamilton Township Fire District No. 8
- Hamilton Township Fire District No. 9
- Hopewell Borough Fire District No. 1
- Hopewell Township Fire District No. 1
- Hopewell Township Fire District No. 2
- Hopewell Township Fire District No. 3
- Pennington Borough Fire District No. 1
- Washington Township Fire District No. 1

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

\_\_\_\_\_, being of full age, duly sworn according to law,  
deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.
2. I am familiar with the penalties set forth in Section 6 of the Ordinance.
3. The foregoing statements made by me are true to the best of my knowledge and belief. I am aware if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature of Affiant - Authorized Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Authorized Representative

*Sworn to and subscribed before me on \_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print Name – Notary

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

{seal}

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**TRENTON FREE PUBLIC LIBRARY – RFP FOR ARCHITECTURAL SERVICES**

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public 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 bidder’s proposal non-responsive.** If the Library and its Board of Trustees determine that a bidder submits a false certification, the Board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32- 59).

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**PART 1. PLEASE CHECK APPROPRIATE BOX**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the New Jersey Department of 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 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.

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran. 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 the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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**PART 2. INVESTMENT ACTIVITIES IN IRAN**

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder’s parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: \_\_\_\_\_
2. Relationship to Bidder: \_\_\_\_\_
3. Duration of Engagement: \_\_\_\_\_
4. Anticipated Cessation of Activity: \_\_\_\_\_
5. Bidder Contact Name: \_\_\_\_\_
6. Bidder Contact Phone Number: \_\_\_\_\_

**ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: \_\_\_\_\_

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**PART 3. CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that \_\_\_\_\_ (fill in the name of the contracting unit) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the school in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Library and that the Library, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Authorized Representative

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (if any)**  
**TRENTON FREE PUBLIC LIBRARY - RFP FOR ARCHITECTURAL SERVICES**

In the event any addenda have been issued by the Trenton Free Public Library for the RFP for Architectural Services, the undersigned hereby acknowledges receipt and consideration of same in the preparation of this proposal.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Authorized Representative