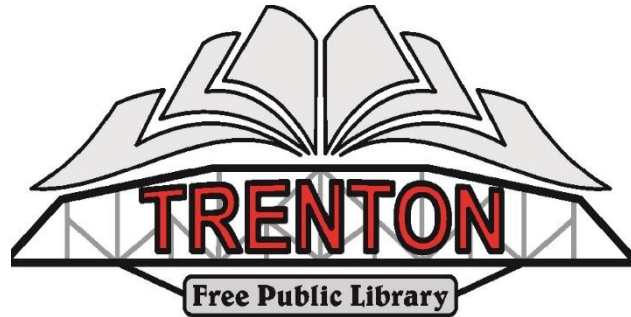


**TRENTON FREE PUBLIC LIBRARY
REQUEST FOR BID
FOR TECHNOLOGY EQUIPMENT**

**STANDARD DESKTOP AND NETWORK EQUIPMENT
RFB2020-01**



Issue Date: August 20, 2020

Pre-Bid Meeting September 1, 2020 10AM

Virtual Access Via Teams:

Copy Web Link to Browser:

https://teams.microsoft.com/l/meetupjoin/19%3ameeting_NDYvZDY3NDMtYzMzNS00ZmE0LWE0MWMtNzc1YjcyMDAzYWI4%40thread.v2/0?context=%7b%22Tid%22%3a%22f86c5221-bbd6-4070-b193-55d36a0de932%22%2c%22Oid%22%3a%22303e5d82-a3a7-4165-96de-2a27a4aee4bd%22%7d

Dial In: 609-453-2732

Conference ID: 110 033 76#

Submission Deadline: September 15, 2020 at 4:00 p.m.

Submit to:

Rebecca FrancoMartin, Director

Trenton Free Public Library

120 Academy St.

Trenton, NJ 08608

609.392.7188, ext. 13

director@trentonlib.org

TABLE OF CONTENTS
TRENTON FREE PUBLIC LIBRARY - RFP FOR SECURITY SERVICES

| <u>No.</u> | <u>Page</u> |
|--------------------------------------------------------------------------------|-------------|
| TABLE OF CONTENTS | 1 |
| RFP FOR SECURITY SERVICES | 2 |
| I. PURPOSE..... | 2 |
| II. BACKGROUND AND INTRODUCTORY STATEMENT | 2 |
| III. SCOPE OF WORK | 3 |
| IV. SUBMISSION REQUIREMENTS | 3 |
| V. CONTACT INFORMATION | 4 |
| VI. PROPOSAL REVIEW | 4 |
| VII. LIST OF REQUIRED MANDATORY FORMS | 5 |
| VIII. INSURANCE AND INDEMNIFICATION REQUIREMENTS | 5 |
| IX. CONFLICT OF INTEREST | 6 |
| X. AWARD OF CONTRACT | 6 |
| XI. REJECTION OF PROPOSALS | 7 |
| XII. UNSATISFACTORY PAST PERFORMANCE | 7 |
| XIII. FAILURE TO ENTER CONTRACT | 7 |
| XIV. TERMINATION OF CONTRACT | 7 |
| XV. CONTRACT EXTENSION FOR SERVICE CONTRACTS | 8 |
| XVI. ANNUAL DISCLOSURE REQUIREMENTS OF BUSINESS ENTITIES | 8 |
| XVII. FORMS | |
| a. Statement of Ownership/Stockholder Disclosure Certification | 9 |
| b. Americans with Disabilities Act of 1990 | 12 |
| c. Mandatory Equal Employment Opportunity and Affirmative Action Language ... | 13 |
| d. Non-Collusion Affidavit | 15 |
| e. Political Contribution Disclosure Form | 16 |

| | |
|---------------------------------------------------------|----|
| f. Disclosure of Investment Activities in Iran | 20 |
| g. Acknowledgement of Receipt of Addenda (if any) | 22 |
| h. Proposal Checklist | 23 |

TRENTON FREE PUBLIC LIBRARY – RFB for Standard Desktop and Network Equipment

I. PURPOSE

The purpose of this Request for Bids (“RFB”) is to provide the Trenton Free Public Library with standard desktop computers and network equipment with pricing.

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.

The Board of Trustees for the Library is seeking bids for standard desktop computers and network equipment that are summarized below. **Respondents must submit one (1) original and three (3) copies, including copies of all forms and attachments on or before 4:00 p.m. on September 15, 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 from vendors whose bid conforms, as specified in this document, and that is most advantageous to the Library, price and other factors being considered. The Library may request additional information as deemed necessary and 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.

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.

III. SCOPE OF WORK

The project scope is for pricing for desktops with a monitor (Section #1) and pricing on network equipment (Section #2). Whoever wins the bids will be the vendor that we standardize our computer purchases through.

RFP-SECTION #1: Standard Desktop Computer and Monitor

The bid is to have computer(s) that we can offer for purchasing with pricing that lasts from September 15, 2020 through December 15, 2020.

Specifications:

27-inch iMac with Retina 5K display, 3.6GHz 8-core 9th-generation Intel Core i9 processor, Turbo Boost up to 5.0GHz 16GB 2666MHz DDR4 Onboard Memory 1TB SSD storage – Quantity 3

Lenovo 720q Computers I7 with 24 inch monitor – Quantity 29

8 GB RAM

- ☐ 500 GB Solid State Drive (SSD)
- ☐ Intel Core i7 minimum (7th Generation)
- ☐ 24" flat screen monitor with 1080p resolution
- ☐ Tiny Form Factor or micro form factor are required
- ☐ 1-year pricing required
- ☐ Vendors must notify the Library two months in advance if changes are being made to the specifications of the machine

Lenovo 720q Computers I5 with 24 inch monitor – Quantity 40

8 GB RAM

- ☐ 250 GB Solid State Drive (SSD)
- ☐ Intel Core i5 minimum (7th Generation)
- ☐ 24" flat screen monitor with 1080p resolution
- ☐ Tiny Form Factor or micro form factor are required
- ☐ 1-year pricing required
- ☐ Vendors must notify the Library two months in advance if changes are being made to the specifications of the machine

Other Requirements:

Only the basic hardware warranty is needed, but please provide pricing for a five year parts warranty.

RFP-SECTION #2: Standard Infrastructure Hardware

The bid is to have standard infrastructure hardware that we can offer for purchasing with pricing that lasts September 15, 2020 through December 15, 2020

Specifications:

- Ubiquiti Unifi USG-PRO-4 - security appliance – Quantity 1
- Ubiquiti Unifi AP-AC Long Range - wireless access point – Quantity 3
- Ubiquiti UniFi Switch US-48-750W - switch - 48 ports - managed - rack-mount – Quantity 6
- Ubiquiti Unifi Dream Machine Pro - network management device – Quantity 1
- Ubiquiti UniFI UDC-2 - 10GBase direct attach cable - 6.6 ft – Quantity 6

Other Requirements:

Only the basic hardware warranty is needed, but please provide pricing for a three year parts warranty and three-year accidental damage protection. If there is a sealed battery, please also provide a three-year warranty on the sealed battery as a separate line item.

IV. SUBMISSION REQUIREMENTS

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 “**RFB Standard Desktop and Network Equipment**”

- a. Cover letter | Letter of Intent: This document shall be executed by an authorized representative of the Respondent.
- b. Company Overview: Provide contact information for the principle individual(s) to be contacted regarding the information in this RFB.
- c. References: Please provide three references with relevant contact information (name, address, phone, and e-mail).
- d. Identification of any pending litigation involving your firm.
- e. Shipping and Handling: Separate Out Shipping Charges (if any)
- f. Warranties or support: Please indicate the basic warranty included with the purchased equipment. Itemize any optional warranties or support available and list the costs of warranty options separate from other pricing.
- g. Delivery Terms FOB Destination

V. CONTACT INFORMATION

For questions about this RFB in furtherance of your preparation of a proposal, please contact Rebecca Franco Martin, Director | director@trentonlib.org | 609.392.7188, ext. 13.

VI. PROPOSAL REVIEW

The initial review of the proposals submitted for consideration shall be reviewed by the Director and the Board of Trustees (or 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 a security firm at its September meeting. In selecting a security firm, the following will be considered: the responses to this RFB, 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 RFB
- Proposed solution meets or exceeds the stated requirements
- The perceived maintainability and supportability of the proposed solution
- The acquisition cost of the proposed solution, recurring costs associated with the proposed solution, and other capabilities provided by the proposed solution not addressed in this request for proposal
- The delivery and implementation timeframe of the proposed solution, reputation of the vendor and products included in the proposed solution
- Library experience with the vendor

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 RFB 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 RFB; to waive any requirements of the RFB; to require supplemental statements and information from any respondent to this RFB; 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 interview any respondent, to negotiate or hold discussions with one or more of the respondents which may result in a designation; to issue a subsequent RFB on a new competitive basis; to correct deficient responses that do not completely conform with this RFB, and to waive any condition or modify any provision of this RFB with respect to one or more respondents; 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 RFB, 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 RFB.

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.

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

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 security 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

The award of the Contract will be made to the responsive Bidder whose bid conforms, as specified in this document, and that is most advantageous to the Library, price and other factors being considered.

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.

STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
TRENTON FREE PUBLIC LIBRARY – RFB for Standard Desktops and Network Equipment

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**

| | |
|-----------------------------------------------------|------------------------------------------------------------------|
| <u>Name of Individual or Business Entity</u> | <u>Home Address (for Individuals) or Business Address</u> |
|-----------------------------------------------------|------------------------------------------------------------------|

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |

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 - RFB for Standard Desktops and Network Equipment

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 - RFB for Standard Desktops and Network Equipment

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 – RFB for Standard Desktops and Network Equipment

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 - RFB for Standard Desktops and Network Equipment**

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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)

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

NON-COLLUSION AFFIDAVIT
TRENTON FREE PUBLIC LIBRARY - RFB for Standard Desktops and Network Equipment

STATE OF NEW JERSEY :
 :
COUNTY OF _____:

I, _____, being of full age, residing at _____
_____ in the State of _____,
being duly sworn according to law on my oath, depose and say as follows:

I am _____ of the firm _____, who
submits this Proposal in response to the RFP issued by the Trenton Free Public Library for Security Services.
I am therefore authorized to submit this affidavit of non-collusion and execute this Proposal on behalf of _
_____, with the full legal authority to do so, and further affirm that
Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion,
or otherwise taken any action in restraint of free, competitive bidding in connection with this RFP;
and, that all statements contained in said proposal and in this affidavit are true and correct, and
made with full knowledge that the Trenton Free Public Library relies upon the truth of the statements
contained herein in its review and award of a contract for Security Services. I further warrant that
no person or selling agency has been employed or retained to solicit or secure such contract upon
an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except
bona fide employees or bona fide established commercial or selling agencies maintained by ____
_____.

Signature of Affiant

Sworn to and subscribed before me on ___ day of _____, 20__.

Signature of Notary

Print Name – Notary

My commission expires _____ 20__.

{seal}

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)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name: _____

| 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: Mercer

State: Governor, and Legislative Leadership Committees

Legislative District #s: 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 | Trenton City |
| Ewing Township | Lawrence Township | Washington Township |
| Hamilton Township | Pennington Borough | West Windsor Township |
| Hightstown Borough | Princeton Borough | |
| Hopewell Borough | Princeton 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 – RFB for Standard Desktops and Network Equipment

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).

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.

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: _____

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 - RFB for Standard Desktops and Network Equipment

In the event any addenda have been issued by the Trenton Free Public Library for the RFP for Security 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

PROPOSAL CHECKLIST

To be submitted with proposal

TRENTON FREE PUBLIC LIBRARY - RFB for Standard Desktops and Network Equipment

The following checklist is provided as assistance for the development of responses to the RFP issued by the Trenton Free Public Library for Security 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
- Original and Three 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
- 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