

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

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

**SECTION 1
SUMMARY AND BACKGROUND**

The Board of Trustees of the Bayonne Public Library (the “Library Board”) is currently accepting sealed statements of qualifications and proposals (“Bids”) for the renovation of the Bayonne Public Library (the “Library” or “Owner”) building. The project includes exterior repair and restoration of the courtyard, repair of roof drains and leaders, interior finish upgrades, accessibility improvements in the lobby and restrooms, boiler replacement, new power/lighting in select areas, and modernization of the passenger elevator.

**SECTION 2
PROPOSAL GUIDELINES**

A. Procurement Process and Schedule

a. Bids will be accepted until 11:00 a.m. on October 19, 2022 at Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director. Bids must be submitted in a sealed envelope. All Bids must be signed by an authorized representative of the Bidder, and one (1) original and two (2) copies of the Bid must be enclosed in a sealed envelope labeled "Bayonne Public Library Renovation – Request for Proposals" and bear the name and address of the Bidder, and the name of the contact person for the Bidder, clearly marked in the upper left hand corner on the outside of the front of the envelope.

b. Bids must be submitted to the Library no later than 11:00 a.m. on October 19, 2022 at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director. No Bids will be accepted after that date and time. Bids may be submitted by mail or hand delivery, but will not be accepted by facsimile transmission or electronic mail, or by any other electronic means. No Bid may be withdrawn for a period of sixty (60) days after the date set for the opening of Bids.

c. All communications concerning Bids must be directed, in writing, to the Library Director via regular mail, or via email at jp@bayonnelibrary.org.

d. The selection of a qualified Bidder shall be made pursuant to N.J.S.A. 40A:11-4.3 of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. The Library has structured a procurement process that establishes a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Bid in response to this RFP. Based upon the totality of information contained in the Bid, the Library will determine which Bidder is the best choice

based on relative experience, qualifications, and who will provide the highest quality of service at the lowest price in accordance with the selection criteria set forth herein.

e. A recommendation for award of a contract must be approved by the Library Board of Trustees, and will be presented to the Board at a regularly scheduled or special meeting in November 2022.

f. Upon notification, the contract negotiation with the selected Bidder will begin immediately. All Bidders who are not selected will be notified once a contract is finalized with the selected Bidder.

g. Project Timeline: December 2022 – July 2023 (Substantial Completion)

B. Conditions Applicable to This Bid

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

a. All costs incurred by the Bidder in connection with submitting a Bid shall be borne solely by the Bidder.

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

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

d. No Bids shall be returned by the Library.

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

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

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

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

i. The Library may waive any technical non-conformance with the terms of these Bid documents.

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

C. Terms of Contract

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

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

D. Duty of Bidders to Notify Library of Errors

Bidders shall carefully study, compare, correlate and coordinate their obligations both within these Bid documents and as to extrinsic information that may in any way affect their obligations, including circumstances pertaining to the description of the Services required by these Bid documents, facts and circumstances specific to the Library, and any such other factors as may affect the Services. Except as specifically provided in the Bid documents, the Bidder assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the Bidder at the time of submission.

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

E. Promptness of Bid Submittal

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

F. Laws and Regulations

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

G. Post-Award Submissions

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

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

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

I. Interpretations and Addenda

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

2. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Bidders should be promptly reported in writing to the Library Director. Any prospective Bidder who wishes to challenge a Bid specification shall file such challenges in writing with the Library Director no less than three (3) business days prior to the opening of the Bids. Challenges filed after that time shall be considered void and having no impact on the Library or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the Library of such ambiguities, errors or omissions, the Bidder shall be bound by the Bid.

3. No oral interpretation of the meaning of the specifications in the Bid Documents will be made to any prospective Bidder. Every request for an interpretation shall be in writing, addressed to the Library's representative stipulated in the Bid. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Bidders, in accordance with N. J. S.A. 40A:11-23. All addenda so issued shall become part of the

contract documents, and shall be acknowledged by the Bidder in the Bid. The Library's interpretations or corrections thereof shall be final.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Brand names and/or descriptions used in these specifications are to acquaint Bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Bidder on a separate sheet using the Bidders letterhead and marked "Exceptions to Specifications" with the corresponding line item and submitted with the Bid proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Bidder, it will be presumed and required that the goods and services as described in the Bid specification be provided or performed.

It is the responsibility of the Bidder to document and/or demonstrate the equivalency of the goods and services offered. The Library reserves the right to evaluate the equivalency of the goods and services.

4. In submitting its Bid, the Bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Library harmless from any damages resulting from such infringement.

5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

6. The Bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Bidder. The Bidder will be responsible for return freight or restocking charges.

J. Indemnification

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

The successful Bidder shall agree to defend, indemnify and hold the Library, the Library Board, and the City of Bayonne harmless in connection with any claims made by any consultant, vendor, subcontractors or suppliers concerning work performed or goods provided, including, without

limitation, claims for unpaid services, wages and/or benefits, or claims relating to or claims resulting from the Library's termination of these Bid documents or the Contract.

K. Bid Security and Bond Requirements

The following provisions if indicated by an (X), shall be applicable to this Bid and be made a part of the Bid Documents:

A. BID GUARANTEE

Bidder shall submit with the Bid a certified check, cashier's check or Bid bond in the amount of ten percent (10%) of the total price Bid, but not in excess of \$20,000, payable unconditionally to the Library. When submitting a Bid Bond, it shall contain a Power of Attorney for full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Library. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidders to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

B. CONSENT OF SURETY

Bidder shall submit with the Bid a Certificate (Consent of Surety) with Power of Attorney for full amount of Bid price from a surety company authorized to do business in the State of New Jersey and acceptable to the Library stating that it will provide said Bidder with a Performance Bond in the full amount of the Bid. This certificate shall be obtained in order to confirm that the Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof, which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a Consent of Surety form shall be cause for rejection of the Bid.

C. LABOR AND MATERIAL (PAYMENT) BOND

With the delivery of the performance bond, the successful Bidder shall submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and materials used in the work performed under the Contract.

Failure to deliver labor and material bond with the performance bond shall be cause for declaring the Contract null and void.

D. MAINTENANCE BOND

Upon acceptance of the work, the successful Bidder shall submit a maintenance bond in the amount of 15% of the project costs guaranteeing against defective quality of work or materials for the period of:

One (1) year

Two (2) years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any required maintenance bonds have been executed and approved by the Library.

The surety of such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

L. Insurance Required

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

a. Workers' Compensation Insurance covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6

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

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

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

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

M. Affirmative Action Requirements.

Bidders are required to comply with N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127, N.J.A.C. 17:27-5.2, and all other applicable laws, regulations, or ordinances concerning affirmative action goals and equal employment opportunity.

Pursuant to N.J.S.A. 10:5-32, no public works contract shall be awarded by the Library, nor shall any moneys be paid thereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression, in accordance with an affirmative action program approved by the New Jersey State Treasurer.

Bidders are required to comply with the requirements of P.L.1975, c.127. The terms and conditions as set forth in N.J.S.A. 10:5-33 are hereby made a part of every contract entered into by the Bayonne Public Library, specifically, that, during the performance of the Contract, the contractor agrees as follows:

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

2. 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; and

3. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Library Director, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. After notification of the award, but prior to signing a construction contract, the contractor shall submit to the Library Director an initial project workforce report (Form AA201)

electronically provided to the public agency by the Library, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

5. 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.

6. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with N.J.A.C. 17:27-5.2.

7. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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.

8. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

9. In conforming with the applicable 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.

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

a. Appropriate evidence that the Bidder is operating under an existing federally approved or sanctioned affirmative action program; or

b. A Certificate of Employee Information Report approval issued in accordance with N.J.A.C. 17:27 et seq.; or

c. An Employee Information Report (Form AA302) provided by the Division of Purchase and Property of the N.J. Department of the Treasury, and distributed to the Library to be completed by the successful Bidder, in accordance with N.J.A.C. 17:27 et seq.

11. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Pursuant to N.J.S.A. 10:5-34, each prospective Bidder is required to submit an Affirmative Action Plan to the New Jersey State Treasurer, as set forth in the law:

Each prospective Bidder on a public works contract or contracts and each subcontract Bidder to a prime contract Bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. For the purposes of this section, equal employment opportunity but not affirmative action is required with respect to persons identified solely by their affectional or sexual orientation and gender identity or expression. The State Treasurer shall notify the Bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to so act within 60 days shall constitute approval of the program. Any existing federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract Bidder who has less than five employees need comply with the provisions of this section.

The successful Bidder shall also be required to comply with the Mandatory Equal Employment Opportunity Language for Construction Contracts as set forth in these Bid documents. This language will be incorporated into and made a part of the Contract as an exhibit thereto.

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

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

O. Ownership Disclosure Statement

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

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

P. Political Contribution Disclosure Statement — Pay To Play

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

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

Q. Disclosure Of Investments In Iran

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

R. Federal Non-Debarment

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

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

SECTION 3

SCOPE OF SERVICES

A. Project Overview

The Bayonne Public Library (the "Library") was originally built in 1904 with a grant from the Carnegie Corporation, and had additional wings added in 1930. The Beaux-Arts and classical revival building features Ionic and Doric columns and richly ornamented architectural details. In 1959, a fire badly damaged the central part of the interior and roof, and the building underwent a

\$1.25 million restoration before reopening in 1963. The building currently has a damaged roof drainage system, antiquated boilers, and a lack of accessible facilities. The aim of this project is to address these deficiencies as well as to enhance service to the library's patrons through restoration of the Library's front courtyard and building face, and selective renovation of its interior, particularly its lobby and the children's room.

B. Scope of Services

The Project scope includes, full scope is documented in drawings and specifications issued under this Bid:

- Exterior masonry repair and restoration of the building façade facing the courtyard
- Limited roof replacement at the courtyard colonnade
- Replacement of a 90 year old heat plant with high efficiency boiler(s)
- Installation of domestic water backflow preventor and replacement of roof storm drainage
- New interior ramp in lobby; alteration to include infill of existing opening in masonry wall and construction of new opening
- New grab bars in first floor restrooms
- Finish upgrades to lobby, including replacement of flooring and new finishes on walls and columns. Add alternates includes new flooring and ceiling throughout lobby.
- Finish upgrades to children's room, including new flooring, ceiling and wall finishes.
- New power/data and lighting in select areas
- New lobby circulation desk incorporating existing historic desk segment
- Elevator modernization
- Abatement of selected areas of asbestos containing material

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

SECTION 4

MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS

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

A. Submission Requirements

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

Bids must be submitted to the Library no later than 11:00 a.m. on October 19, 2022 at the following address: Bayonne Public Library, 697 Avenue C, Bayonne, NJ 07002, Attn: Library Director.

B. Complete Bid Submission

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

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

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

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

C. Forms

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

1. BID SUBMISSION CHECKLIST – Form A
2. NON-COLLUSION AFFIDAVIT – Form B
3. OWNERSHIP DISCLOSURE STATEMENT – Form C
4. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – Form D
5. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – Form E

6. AMERICANS WITH DISABILITIES ACT OF 1990 – Form F
7. C. 271 POLITICAL DISCLOSURE STATEMENT – Form G
8. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – Form H
9. ACKNOWLEDGEMENT OF ADDENDA – Form I
10. COMPLETED W-9 – Form J
11. FEDERAL NON-DEBARMENT - Form K
12. BID FORM – Form L
13. LIST OF SUBCONTRACTORS – Form M
14. PREVAILING WAGE AFFIDAVIT – Form N
15. CONSENT OF SURETY – Form O
16. PUBLIC WORKS CERTIFICATE

D. Qualification Statement to Be Provided

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

1. The full name of the Bidder, the principal place of business.
2. Name and contact information of the key contact person.
3. A description of the business organization (i.e., sole proprietorship, corporation, partnership, joint venture, etc.) of the Bidder's firm, its ownership and organizational structure:
 - a. The names and business addresses of all principals of the firm or firms submitting the response. For purposes of these Bid documents, "principals" means persons possessing an ownership interest in the Bidder. If the Bidder is a corporation, "principals" shall include each investor who would have any amount of operational control over the Bidder and every stockholder having an ownership interest of 10% or more in the firm;
 - b. If a Bidder firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Bidder firm submitting a Bid, and describe the approval process.

c. If the Bidder is a partnership, LLC, joint venture or similar organization, provide comparable information as required in D(3)(b) above for each member of the partnership, LLC, joint venture or similar organization;

d. A statement that the Bidder has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance by submission of a Certificate of Employee Information Report issued by the State of New Jersey.

4. The number of years the Bidder's organization has been in business under the present name and current management, and any prior name under which the organization has been in business, as well as the years during which the business so operated.

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

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

7. Information demonstrating at least five (5) years of experience providing construction contracting services to municipal entities in the State of New Jersey, including any experience providing such services to public libraries. Bidder shall provide a listing of all other engagements where services of the type being proposed were provided during the past three (3) calendar years. Contact information for the recipients of the similar services must be provided. The Library may obtain references from any of the parties listed.

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

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

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

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

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

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

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

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

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

E. Insurance and Indemnification

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

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

F. Time Is the Essence

The work contemplated under this Contract shall reach substantial completion within phasing schedule identified in the Contract Documents. The completion time shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this Contract and all else necessary and incidental in connection with the performance of this Contract. By submitting a Bid, the contractor acknowledges that time is of the essence and that time specifications contained within the Bid, including without limitation, the date of completion shall be strictly construed. If the contractor fails to complete the work within the specified time plus any extensions authorized in writing by the Bayonne Public Library as

liquidated damages for the sum of \$1,000.00 per day (Sundays, and legal holidays excepted) for every day thereafter until the completion and acceptance of work. Such liquidated damages shall not be considered as a penalty. The Library shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages

BAYONNE PUBLIC LIBRARY
REQUEST FOR PROPOSALS (RFP)
FOR CONTRACTING SERVICES FOR
RENOVATIONS TO THE BAYONNE PUBLIC LIBRARY
BID FORMS AND DOCUMENTS

**BAYONNE PUBLIC LIBRARY
RENOVATION OF BAYONNE PUBLIC LIBRARY**

FORM A

BID SUBMISSION CHECKLIST

1. READ AND UNDERSTAND REQUIREMENTS OF BID DOCUMENTS
2. PREPARED AND SUBMITTED QUALIFICATION STATEMENT
3. NON-COLLUSION AFFIDAVIT – **FORM B**
4. STATEMENT OF OWNERSHIP DISCLOSURE – **FORM C**
5. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE – **FORM D**
6. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE – **FORM E**
7. AMERICANS WITH DISABILITIES ACT OF 1990 – **FORM F**
8. C. 271 POLITICAL DISCLOSURE STATEMENT – **FORM G**
9. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – **FORM H**
10. ACKNOWLEDGEMENT OF ADDENDA – **FORM I**
11. COMPLETED W-9 – **FORM J**
12. FEDERAL NON-DEBARMENT – **FORM K**
13. BID PROPOSAL FORM – **FORM L**
14. LIST OF SUBCONTRACTORS – **FORM M**
15. PREVAILING WAGE AFFIDAVIT – **FORM N**
16. CONSENT OF SURETY – **FORM O**
17. PUBLIC WORKS CERTIFICATE

Company Name

Signature

Date

Printed Name

Title

FORM B

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

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

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

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

Subscribed and sworn to before me
This ____ day of _____, 2022.

(Seal) Notary Public of New Jersey/

Specify Other State (_____)

My commission expires ____, 20__.

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

Company’s Authorized Representative:

Signature: _____

Name: _____
(Printed/Typed)

Title: _____
(Printed/Typed)

FORM C

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10% or greater interest therein, or no member in the limited liability company owns a 1% or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

Part III

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

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

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

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

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

Part IV Certification

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

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

FORM D

New Jersey Business Registration Requirements (Informational)

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

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

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

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

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

FORM E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1, et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by

the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit and submitted promptly to the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any

applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit as may be requested by the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of Labor and Workforce Development, Construction Contract Compliance Unit for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name

Signature

Date

Printed Name

Title

FORM F

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

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

Witness:

Authorized Representative:

Signature

Authorized Signature

Date

Title

Date

FORM G

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee¹
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

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

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

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.¹

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

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

County Name: Hudson

State: Governor, and Legislative Leadership Committees Legislative District #: 31, 32, & 33

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

County:

Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

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

Bayonne City	Hoboken City	Secaucus Town
East Newark Borough	Jersey City	Union City
Guttenberg Town	Kearny Town	Weehawken Township
Harrison Town	North Bergen Township	West New York Town

Boards of Education (Members of the Board):

East Newark Borough	Kearny Town	Weehawken Township
Guttenberg Town	North Bergen Township	
Hoboken City	Secaucus Town	

Fire Districts (Board of Fire Commissioners):

(None)

FORM H

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities _____
Relationship to Vendor/Bidder _____
Description of Activities _____
Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets if Necessary _____

CERTIFICATION

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

Signature _____
Date

Print Name and Title

FORM I

Acknowledgement of Addenda

Request for Proposals for Contracting Services For Renovations to the Bayonne Public Library

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

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

No Addenda Received

Name of Company _____

Address _____

City, State, Zip Code _____

Signature _____

Print Name _____

Title: _____

Date _____

FORM J

W-9

FORM K

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

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

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

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

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bayonne Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Library to notify the Library in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Library, permitting the Library to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

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

Section A (Check the Box that applies)

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

Name of Individual or Organization	
---	--

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

OR

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

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

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

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

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

OR

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

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50% of the **Organization listed above in Part I** or, if applicable, owns greater than 50% of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Bayonne Public Library is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Library to notify the Library in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Library, permitting the Library to declare any contract(s) resulting from this certification void and unenforceable.

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

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

Section A

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

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

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

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

BID PROPOSAL FORM – FORM L

Name of Bidder (Please Print): _____

submits the following itemized Bid for the construction of the

RENOVATIONS TO THE BAYONNE PUBLIC LIBRARY
697 AVENUE C, BAYONNE, NJ 07002

To the Bayonne Public Library Board of Trustees:

The undersigned hereby declares that he has carefully examined the Bid Documents and all Amendments thereto, the Supplementary Specifications, Construction Plans and form of contract and Bid Bond for the Project, that he will contract to carry out and complete said Project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the **TOTAL LUMP SUM BID PRICE** stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the awarding of the Contract to the lowest responsible Bidder.

It is further understood that the quantities stated in this Schedule of Prices for the various items are estimates only and are subject to change after Bid Opening

BID PROPOSAL FORM – FORM L (continued)

Base Bid

Item #	Description	Unit	Unit Price (Numerically)	Unit Price (Written Words)	Est. Quantity	Amount
1	General Conditions	LS				
2	Overhead	LS				
3	Profit	LS				
4	Performance and Payment Bond	LS				
5	Mobilization	LS				
6	Allowance (See Specifications)	LS				
7	Selective Demolition	LS				
8	Abatement	LS				
9	Masonry	LS				
10	Finishes	LS				
11	Electrical	LS				
12	Mechanical	LS				
13	Plumbing	LS				
14	Conveying Equipment	LS				
15	Thermal/Moisture Protection	LS				

TOTAL AMOUNT IN BASE BID (numerically):

\$ _____

TOTAL AMOUNT IN BASE BID (written words):

BID PROPOSAL FORM – FORM L *(continued)*

Alternates

Item #	Description	Unit	Unit Price (Numerically)	Unit Price (Written Words)	Est. Quantity	Amount
1	Alternate 1: Lobby Floor	LS				
2	Alternate 2: Lobby Ceiling	LS				
3	Alternate 3: Lobby Doors	LS				

TOTAL AMOUNT IN BASE BID + ALTERNATES *(numerically)*:

\$ _____

TOTAL AMOUNT IN BASE BID + ALTERNATES *(written words)*:

Name of Bidder *(Please Print)*: _____

Signature of Authorized Representative: _____

Name *(Please Print)*: _____

Title *(Please Print)*: _____ **Date**: _____

**Please note, the written word of the numerical unit price and lump sum will be the controlling number in determining the lowest responsible Bidder.*

LIST OF SUBCONTRACTORS – FORM M

The Bidder disclose the subcontractors who the Bidder intends to retain to perform certain trade work in compliance with N.J.S.A. 40A:11-16(b). If multiple subcontractors are expected to perform the same category of work, the Bidder shall list them all. No subcontractor shall be listed on the New Jersey Treasurer’s List of Debarred, Suspended, or Disqualified Bidders. The lowest responsible Bidder must provide a BRC and New Jersey Public Works Certificate for every subcontractor listed herein prior to the award of contract. If the Bidder intends to self-perform any of the above five trades, the Bidder shall state “self-perform” where applicable.

Name of Subcontractor	Address	Telephone	Scope of Work
			PLUMBING AND GAS FITTING
			ELECTRICAL WORK
			HEATING, VENTILATING AND AIR CONDITIONING
			STRUCTURAL STEEL AND ORNAMENTAL IRON

Please note, as set forth in N.J.S.A. 40A:11-16(a), the following specialty trades must be specifically noted under the scope of work section above: (1) the plumbing and gas fitting and all kindred work; (2) steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work; (3) electrical work, including any electrical power plants, tele-data, fire alarm, and security system; and (4) structural steel and ornamental iron work.

PREVAILING WAGE AFFIDAVIT - FORM N

The successful Bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A.34:11-56.25(P.L.1963, Chapter 150) for contracts entered into with Bayonne Public Library, except those contracts which are not within the scope of the Act.

The successful Bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by Library representatives. The Bidders signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with the public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful Bidder agrees to indemnify and hold harmless the Bayonne Public Library, trustees, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this _____ day of _____, 20____
as a binding act in deed of _____
(Name of Organization)

(Authorized signature & title)

(Print- Authorized name & title)

(Witness)

