



TRENTON FREE PUBLIC LIBRARY

**REQUEST FOR BID
FOR TECHNOLOGY EQUIPMENT
STANDARD DESKTOP AND INSTALLATION
RFB2024-01**

Issue Date: May 29, 2024

Submission Deadline: June 25, 2024 at 2:00 p.m.

Submit to:
Karen O'Malley, Director
Trenton Free Public Library
120 Academy St.
Trenton, NJ 08608
609.392.7188, ext. 13
director@tfplibrary.org

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

I. PURPOSE

The purpose of this Request for Proposal (“RFP”) is to provide the Trenton Free Public Library with standard desktop computers and network equipment, the labor to complete the required configuration, installation of library procured software and installation of 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. Roebing serving as its first Board President.

The Board of Trustees for the Library is seeking bids for as outlined below in Section IV.

Respondents must submit one (1) original and three (3) copies, including copies of all forms and attachments on or before 2:00 p.m. on June 25th, 2024 to Karen O’Malley, 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 library has engaged to assist it with this project.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

IV. SCOPE OF WORK / SPECIFICATIONS

The project scope is for pricing for standard desktop computers with a monitor (Section #1) and bid on configuration and installation of software and hardware on site (Section #2). Whoever wins the bids will be the vendor that we standardize our computer purchases through for 2024.

RFP-SECTION #1: Standard Desktop Computer and Monitor

The bid is to have computer(s) that we can purchase with pricing that lasts from June 25-August 30, 2024.

Specifications:

- Estimated purchase of twenty-seven (27) Dell or equivalent Desktop Computers
 - Windows 11 Professional
 - i5 Processor
 - 256GB Drive
 - 16GB RAM
 - Wireless Intel + Bluetooth
 - 3 Year Dell Next Business Day
 - Warranty with ProSupport
- Estimated Twenty-seven (27) Dell or equivalent LED Monitors
 - 24"

RFP-SECTION #2: Configuration and Installation of Software and Hardware

The bid is to have standard hardware and software configuration with pricing that lasts from June 25, 2024 through Aug 30, 2024.

Specifications:

- Set-up of operating system in computers at vendors location
- Install and configure software onsite at the library; the library will procure the proprietary software directly from vendor and is not included in this bid including the following:
 - Envisionware
 - Clean Slate
- Install Hardware in place and connect to network.
- Configure Preferences
- Install and Configure Client and Admin Console
- Create Firewall rules

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.

V. SUBMISSION INSTRUCTIONS & 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 “**RFP Standard Desktops and Installation**”

- A. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- B. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- C. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- D. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- E. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- F. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

VI. CONTACT INFORMATION

For questions about this RFP in furtherance of your preparation of a proposal, please email Karen O'Malley, Director | director@tfplibrary.org

VII. 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 awarding this contract at its July regular Board of Trustees meeting. In selecting a bid, the following will be considered: the responses to this RFP, qualifications, as well as any information relayed to the Library Board of Trustees, using the following criteria:

- Whether and the extent to which the respondent adhered to the requirements of this RFP
- Proposed solution meets or exceeds the stated requirements
- The perceived maintainability and supportability of the proposed solution
- The acquisition cost of the proposed, recurring costs associated with the proposed solution, and other capabilities provided by the proposed not addressed in this request for proposal
- The delivery and implementation timeframe of the bid, reputation of the vendor and products included in the bid.
- 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 RFP and the merits of the response. The Trenton Free Public Library and its Board of Trustees reserve the right to amend, modify or withdraw this RFP; to waive any requirements of the RFP; to require supplemental statements and information from any respondent to this RFP; to accept or reject any or all responses, including but not limited to incomplete or unresponsive submissions or responses lacking the signature of respondent's authorized representative; to 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 RFP on a new competitive basis; to correct deficient responses that do not completely conform with this RFP, and to waive any condition or modify any provision of this RFP 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 RFP, in whole or in part, for any reason or no reason, in the sole discretion of the Trenton Free Public Library and its Board of Trustees.

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

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

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

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

VIII. PRICING INFORMATION FOR PREPARATION OF BIDS

- The owner is exempt from any local, state or federal sales, use or excise tax.
- Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

IX. 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 after 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;
- 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.

X. 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.

XI. 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.

XII. 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.**

XIII. 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.

XIV. 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.

XV. FAILURE TO ENTER CONTRACT

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within twenty-one (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.

XVI. 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.

XVII. CONTRACT EXTENSION FOR SERVICE CONTRACT

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.

XVIII. PAYMENT

- No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- Payment will be made in accordance with the Owner's policy and procedures.

XIX. 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)

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Legal Name of Business: _____

Address of Business: _____

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

- Sole Proprietorship (Skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (Skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Minority Women Business Enterprise (MWBE) (50% or more ownership)
- Other (please be specific): _____

PART II

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

OR

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

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

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

Attach additional sheets if more space is needed

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

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

TRENTON FREE PUBLIC LIBRARY - RFP for Standard Desktops and Installation

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 nay 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 Installation

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
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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 Installation**

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 – RFP for Standard Desktops and Installation

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
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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

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

County Name: Mercer

State: Governor, and Legislative Leadership Committees

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

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

County:

Freeholders	County Clerk	Sheriff
County Executive	Surrogate	

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

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

Trenton City
 Washington Township
 West Windsor Township

East Windsor Regional Ewing
 Township Hamilton Township

Hopewell Valley Regional
 Lawrence Township
 Princeton Regional

Boards of Education (Members of the Board):
 Washington Township
 West Windsor-Plainsboro 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}

**TRENTON FREE PUBLIC LIBRARY - RFB for Standard Desktops and Installation
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 Trenton Free Public Library 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 them 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 Installation

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 - RFP for Standard Desktops and Installation

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.

- Cover Letter
- Original and Three Copies of Proposal Documents – Sealed Envelope
- Cost Proposal
- Information Requested by Section V, A-F
- 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
- 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