

NEWARK PUBLIC LIBRARY
REQUEST FOR PROPOSAL (RFP)
GENERAL CONTRACTOR SERVICES
FOR
THE RENOVATION OF THE SPRINGFIELD BRANCH PUBLIC LIBRARY

ISSUE DATE: FRIDAY, AUGUST 8, 2025

SUBMITTAL DEADLINE: MONDAY, SEPTEMBER 8, 2025
10:15 AM EDT

CONTACT INFORMATION:

zmeri@npl.org
nsantiago@npl.org

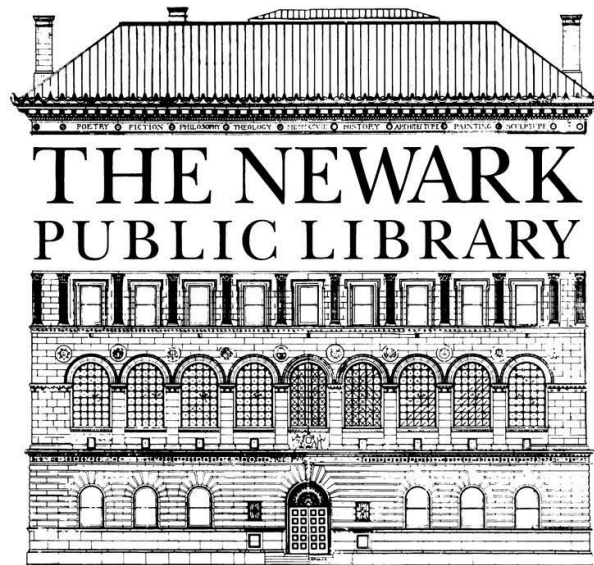


TABLE OF CONTENTS

Notice to Bidders	Page 3
Scope / Intent	Page 4
Calendar of Events	Page 5
Performance Requirements	Page 6
Pricing	Page 7
Notifications	Page 8
Submission of Bids	Page 9
Instructions and Statutory Requirements	Page 9
Truth in Contracting	Page 11
Discrepancies in Bids	Page 13
Insurances	Page 15
Indemnifications	Page 16
Anti-Discrimination	Page 17
Proof of Business Registrations	Page 18
New Jersey Worker Community Right to Know Act	Page 19
Prevailing Wage Act	Page 20
Investment Prohibitions	Page 21
Payments	Page 24
Mandatory EEOC	Page 26
New Jersey Anti-Discriminatory Provisions	Page 28
Other Provisions	Page 30

NEWARK PUBLIC LIBRARY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that The Free Public Library of the City of Newark, New Jersey (hereinafter referred to as “Newark Public Library”, “NPL”) hereby requests proposals from interested persons (“Proposals”) for general contracting services for an improvement plan (“Project”) at its Springfield Branch Public Library located at 50 Hayes Street, Newark NJ 07103.

General Contractor (SPR-2025)

The project for the site consists of three (3) newly constructed enclosures, related electrical, engineering and HVAC modifications, roofing replacement, and upgrades to flooring, fixtures, finishes and egress areas within a 5,200 sq. ft. area.

Sealed proposals will be received by the Newark Public Library on August 8, 2025 up to and until September 8, 2025 10:15 am by electronic mail at the following: zmeri@npl.org and nsantiago@npl.org.

Specifications and other proposal information not contained herein may be obtained by contacting Zuhare Meri at zmeri@npl.org or nsantiago@npl.org

Any proposal received after 10:15 a.m. EDT on September 8, 2025 shall not be accepted.

Only electronic proposals shall be accepted.

Respondents are required to comply with N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127, N.J.A.C. 17:27-1 et seq., and all other applicable laws, regulations, or ordinances concerning affirmative action goals and equal employment opportunity.

The Newark Public Library reserves the right to reject any and all proposals in accordance with N.J.S.A. 40A:11-4, 40A:11-13.2 and 40A:11-23.2, and waive minor informalities not considered material defects under N.J.S.A. 40A:11-1, et seq.

If there are any questions regarding the bid opening process, please contact the Finance Department, Purchasing at 973-733-7841.

Procurement Contact:

Nayda Santiago

Purchasing

5 Washington Street

Newark, NJ 07102

nsantiago@npl.org

973.733.7841

Project Contact:

Zuhare Meri

Assistant Director of Facilities

5 Washington Street

Newark, NJ 07102

zmeri@npl.org

201.841.1883

973.733.3611

Scope / Intent:

The purpose of this Request for Proposal (“RFP”) is to attract qualified and experienced offerors (“Offerors”) who will provide high-quality service in an economical manner. The Newark Public Library’s receipt of any Proposal does not bind or obligate NPL in any manner under any circumstances. NPL will not become legally obligated unless and until a contract to purchase has been duly approved by the Board of Trustees of the Newark Public Library, in its absolute discretion, and is executed by the parties. The Newark Public Library intends to enter into a contract/agreement with a vendor to provide general contractor services for the renovation and reconstruction of its Springfield Branch Public Library located at 50 Hayes Street in Newark, NJ 07103.

The Springfield Branch Library building is an existing two-story masonry building located in the Belmont neighborhood of the city’s Central Ward. It is currently open and serving the community. The total square footage area of the two floors is approximately 5200 square feet.

Work is scheduled to begin in October 13, 2025 and be completed by March 27, 2026 and not later than April 3, 2026.

Scope of work includes:

On Both Floors

- All new floor finishes (commercial high traffic LVT), wall finishes (Satin or semi-gloss), and ceiling finishes (Ceiling Paint) in all rooms, restrooms, and offices
- All new electrical upgrades and dimmable light controls
- Upgrade the fixtures and finishes in the three (3) restrooms (toilets, urinals, and sinks)
- Upgrade the finishes and treads in the two (2) egress stairs

Specifically, on the upper floor

- Reduce the size of the employee break room while expanding the adjacent office into the confidentiality/health room. Including moving the location of two doors.
- Enclose the technology area into a lab type setting with walls and glazing (see #1 below)
- Enclose the educational area into a multi-purpose type setting with walls and glazing (see # 2 below)
- HVAC – add supply and return to the computer room

Specifically, on the first floor

- Address the two front entrance doors (Replace)
- Motion sensor added to entrance on the first floor and entrance to the second floor

Exterior of building

- Roof rip out and replacement

Significant Construction Features:**Aluminum Glass Partition**

Aluminum and Glass Partition System (1171 sq. ft.)

1 - 32'-3" W x 12' H Partition with Single Frameless Door

1 - 27'-8" W x 18'3 ½" x 9' H Partition with Single Frameless Door

Calendar of Events:

Issuance of RFP	
Optional Pre-bid Meetings	Friday, August 22, 2025 (10:00 a.m.) Friday, August 29, 2025 (10:00 a.m.) Thursday, September 4, 2025 (10:00 a.m.)
Deadline for Questions	Friday, September 5, 2025 (12:00 p.m.)
Responses to Questions posted to NPL website (www.npl.org/rfp)	Ongoing from Friday, August 15, 2025
Proposal Due Date	Monday, September 8, 2025 10:15 a.m.
Selection of Bidders	Monday, September 29, 2025
Estimated Project Start	Monday, October 13, 2025
Project Completion Deadline	April 3, 2026

Project Team

The selected bidder (General Contractor) will become an integral part of the Newark Public Library's (Owner's) project team. The Owner's team is comprised of:

Owner Representative – Christian Zabriskie, Library Director

Project Manager – Zuhare Meri, Assistant Director, Facilities

Architect of Record

NPL Finance Department Representative

Other members as designated by the Owner's Representative

The Newark Public Library reserves the right to inspect the place of business of the low bidder to determine that firm's capacity to obtain and stock the required items for utilization for the Newark Public Library project.

The bidder agrees that the prices quoted on the Price Schedule Sheet will remain firm for the term of the contract.

In the event of price increase(s), such increase shall not be in excess of the legal limit established by the manufacturer or government controls, where applicable.

To qualify for any revision in price, either an increase or a decrease, the bidder must submit a copy of the manufacturer's latest printed revised price list or other such documentation indicating the dollar amount or percentage change in price. This notice must be submitted to the Newark Public Library within five (5) days after the effective date.

All correspondence regarding product replacement and price changes must be submitted to:

The Newark Public Library
Finance/Procurement
5 Washington Street
Newark, NJ 07102
nsantiago@npl.org
973.733.7841

PERFORMANCE REQUIREMENTS

The bidder should have reasonable experience with similar projects as indicated on the Price Schedule Sheet.

All related products for this Project must be new, good quality and current manufacturer's production.

The Newark Public Library reserves the right to request, and the bidder agrees to provide, samples of any product for evaluation purposes.

All products purchased under this contract will be covered by the respective manufacturers' warranty (standard written warranties).

QUALITY REQUIREMENTS

The quality of any / all items purchased with respect to the Project shall be free from defects in material and/or workmanship. The Contractor shall agree to replace any item found to be defected in material and/or workmanship after notice of rejection has been made by the Newark Public Library.

DELIVERY OF MATERIALS AND SUPPLIES

All packages delivered or shipped shall be appropriately labeled, completely wrapped and intact. The packaging material shall be that of a standard commercial quality and be able to withstand shipment to the delivery destination. All materials will be delivered or shipped in original cartons with the contents identified each on each carton.

Deliveries are to be made during normal weekday business hours. If so instructed, the bidder may be required to call the Newark Public Library 24 hours in advance of a scheduled delivery in the event special arrangements must be made in order to accept the delivery.

All delivered or shipped items are subject to inspection by NPL's Project Manager or authorized designee upon receipt. If any of the products or packages are damaged, defective or otherwise unsatisfactory, the bidder agrees to replace the products within two business days after notification from the Newark Public Library, and at no additional cost to NPL.

The vendor shall be responsible and assume all liability for loss due to damage caused to the goods during transit.

PRICING:

All bid prices shall be submitted via email. The bidder will submit price quotes for the products based on the type, size, color and material as described on the price schedule sheet.

All prices quoted on the price schedule sheet must be firm for the term of the contract. The quote must reflect all of the bidder's costs (labor, materials and supplies, transportation, shipping and handling, etc.) necessary to provide the products specified. Any additional expenses incurred by the bidder that are not included in the prices quoted herein will not be approved by NPL.

Pre-Bid Conference(s):

Three pre-bid conferences will be held at 50 Hayes Street, Newark New Jersey:

Friday, August 22, 2025 at 10:00 AM.

Friday, August 29, 2025 at 10:00 AM.

Friday, September 5, 2025 at 10:00 AM.

Bidder Selection:

The following selection criteria will undergird the bidder selection process:

CRITERIA	POINTS
Demonstrated expertise, qualifications and experience of the proposed personnel in the required services, with emphasis on experience	30
Understanding and approach of the CM/GC's role by the proposed personnel;	20
Approach to Site safety, security, learning environment and on-going operations	25
Approach to representing the Newark Public Library's interests and risk identification/mitigation throughout the Project	20
Local and New Jersey-based firm preferential	5
TOTAL	100 POINTS

Following an initial screening of the proposals and subsequent interviews, the NPL committee will select the most highly qualified firm to provide the services required for the proposed project. The cost proposals for the firms will be opened for the purposes of establishing the “expected range” for the cost proposals and the Owner (NPL) and General Contractor (GC) will enter into contract negotiations. The cost proposal of the successful firm shall be used only for the purposes of finalizing the contract. If, in the Owner’s opinion, the cost proposal of the successful firm is disproportionate with the “expected range” based on the other cost proposals received, for fee % and/or billing rates for preconstruction services, the Owner may, at its sole discretion, negotiate the fees and/or rates with the successful firm or elect to consider the cost proposal for the second highest ranked firm.

Notifications and Protests:

Notifications and Protests

Notifications. The Owner will provide timely notifications of the following actions to firms responding to the Request for Proposal as follows:

- a. Selection of short listed firms for interviews
- b. Selection of apparent successful firm for contract negotiations
- c. Notice of Intent to Award

Right to Reject. The Newark Public Library reserves the right to reject any and all proposals and possibly re- advertise the Project at any time prior to Board approval of the recommended firm and the negotiated agreement.

Cost of Proposals. All costs incurred in the preparation of the Request for Proposal process shall be borne by the proposing firm. Proposals and associated materials (i.e. flash drives) submitted in response to this Request for Proposal shall become the property of the Owner and be considered public documents/property under applicable New Jersey State laws.

Procedural Requirements. Any firm failing to submit information in accordance with the procedures set forth herein may be considered “non-responsive” at the Owner’s sole discretion.

Protest Procedures

Any actual or prospective proposer, who is aggrieved in connection with the solicitation or award of this contract, may protest to the Owner in accordance with the procedures set forth herein. Protests based on the terms in this Request for Proposals, which are apparent prior to the date established for submitting the proposal, must be labeled on the envelope as a “Protest”, and must be received by the Owner by the close of business seven (7) calendar days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award of this contract. Protests of the award of a contract as a result of this RFP must be received by the Newark Public Library by the close of business no later than seven (7) calendar days from the issuance of the notice of intent to award. Any protest received after the expiration times/dates contained herein shall be returned unopened and without consideration.

In order to be considered, a protest shall be submitted in writing in an opaque envelope labeled “Protest” with the RFP title, date and Owner’s name and shall include: (1) the name and address of the aggrieved person; (2) the contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be mailed or delivered to:

Zuhare Meri
Newark Public Library
5 Washington Street
Newark, NJ 07102

Upon receipt of written protest, the Newark Public Library shall promptly consider the protest. The Newark Public Library may give notice of the protest and its basis to other persons, including proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by a mutual agreement of the aggrieved person and the Newark Public Library, the Newark Public Library will promptly issue a decision in writing stating the reasons for the action taken.

A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnish to the aggrieved person and any other interested parties. The Newark Public Library’s decision may be appealed to the Newark Public Library Board of Trustees or designee by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Board of Trustees decision shall be final and conclusive. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the Newark Public Library’s final decision. Any proposer submitting a proposal shall be deemed to have accepted these procedures.

Instructions to Bidders and Statutory Requirements

Submission of Bids

- A. Sealed bids shall be received by the Newark Public Library via email hereinafter referred to as “The Newark Public Library,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

- B. Sealed bids will be received email by 10:15 am as stated in the Notice to Bidders, and at such time bids will be publicly opened and read aloud.
- C. It is the bidder's responsibility that bids are submitted through email at the time designated. After the designated submission due date and time bidders shall not have the ability to be entered and accepted.

Questions

Questions must be submitted through the email address provided on notice to bidders. Questions will not be accepted by any other means.

Bid Withdrawal

Bids forwarded to the Newark Public Library before the time of opening of bids may be withdrawn by the Newark Public Library.

Once bids have been opened, they shall remain firm for a period of thirty (30) calendar days.

Multiple Bids

More than one bid from an individual, a firm or partnership, a corporation, or association under the same names shall not be considered.

Pricing

- A. All prices and amounts must be provided To the Newark Public Library not 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 cause for rejection by the Newark Public Library in accordance with applicable law.
- B. 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:
 - 1. 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.
 - 2. 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.
 - 3. Bids by sole-proprietorship shall be signed by the proprietor.

4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

Truth in Contracting

- A. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 1. N.J.S.A. 2C:21-34 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.
 2. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offer benefits to public servants who solicit, accept or agree to accept any benefit, to influence the performance of an official duty or to commit a violation of an official duty.
 3. 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.
 4. Bidder should consult the statutes or legal counsel for further information.

Pay-to-Play Disclosure

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27, if they receive contracts in excess of \$50,000.00 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or www.elec.state.nj.us.

Official Requests for Bid Packages

Bid packages are available on the Newark Public Library website at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The Newark Public Library is not responsible for third party supplied documents. Respondents are urged to register their contact information on the website so any addenda to these specifications can be sent to them.

Additional Requirements

- A. The Newark Public Library will award the Contract or Contracts to the lowest responsive and responsible bidder N.J.S.A 40A:11-4. The Newark Public Library reserves the right to reject bids and to waive informalities in accordance with applicable laws, including but not limited to N.J.S.A.

40A:11-4(b) and (c), N.J.S.A. 40A:11-13.2 and N.J.S.A. 40A:11- 23.2, and, to award the contract or contracts in whole or any part thereof, also, the right to cancel the contract of any contractor who fails to perform faithfully any of its stipulations or in case of a willful attempt to impose upon the Newark Public, any material inferior to the quality required by the contract and any action taken therein shall not impair any right or claim to the Newark Public Library to damages for breach of contract.

- B. The Newark Public Library reserves the right to increase or decrease the amount of the contract to cover the actual requirements needed for the contract period. The Newark Public Library reserves the right to award contract(s) pursuant to these specifications to more than a single bidder, if, in the opinion of the Newark Public Library, the demand for goods and/or services is such as to require the use of more than one supplier in order to satisfy the constraints of quantity and timeliness.
- C. The vendor shall guarantee all items to be free of defect in material make-up and to be free of flaws. The vendor shall replace any and all items ascertained by the Newark Public Library to be flawed within forty-eight (48) hours after official notification of such, or as otherwise stated herein.
- D. 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 profit thereof, to be furnished or performed for the municipality, pursuant to N.J.S.A. 40:69A-163 and R.O. 1996 § 2:4-12.
- E. The bidder agrees that the goods and/or services to be provided under this agreement shall only be provided upon presentation to the bidder of a "Purchase Order" for such goods and/or services, authorized by the Purchasing Agent or authorized representative. The Newark Public Library shall bear no obligation to make payment for any goods and/or services provided by the bidder without such duly authorized documents. Award of any contract(s) pursuant to these specifications shall in all cases be subject to availability of funds duly appropriated for these purposes. Any contract(s) as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.
- F. Bidders shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti- Kickback Act" (40 U.S.C. 276c) and any amendments or modifications thereto.
- G. It is the strong desire of the Newark Public Library that every effort be undertaken to ensure that employment opportunities be provided for Newark residents to fill positions identified within the scope of this contract. The vendor shall be required to file written employment reports on a quarterly basis throughout the term of contract with the Newark Public Library.

Interpretation

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Newark Public Library. 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 and email to contact person at the Newark Public Library. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the Newark Public 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 Newark Public Library 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. All interpretations, clarifications any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders on record as following this ITB (invitation to Bid)

Addenda

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 specifications and bid documents. Addenda notifications will be emailed to all persons on record as following this ITB. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. The Newark Public Library interpretations and corrections thereof shall be final.

Notices of revisions or addenda will be in accord with N.J.S.A. 5:34-5.3(e).

The Newark Public Library shall not be responsible to notify prospective bidders who have received bid packages from unauthorized third parties.

Discrepancies in Bids

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 or accepted and shall be non-responsive.

In the event that there is a discrepancy between the unit prices and the totals, the unit prices shall prevail. In the event there is an error of the summation of the totals, the computation by the Newark Public Library Purchasing of the extended totals shall govern.

Pre-Bid Conference

If stated in the Notice to Bidders and provided below:

Three Pre-Bid Conference(s) will be held at the project site for the benefit of bidders.

Brand Names, Standards of Quality and Performance

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered as equivalent will be evaluated. Competitive items must be equal to the standard described and be of the same quality of work.
- B. 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 and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any written exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification will be provided or performed.
It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and/or services offered. The Newark Public Library reserves the right to evaluate the equivalency of the goods and services.
- C. The Contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Contractor. The Contractor will be responsible for return freight or restocking charges.

Insurance and Indemnification

The insurance documents indicated in this solicitation shall include but are not limited to the following coverages.

The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Primary Insurance

The bidder's insurance coverage shall be primary insurance with respect to the Newark Public Library, its officers, officials, employees, volunteers and program participants and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Newark Public Library, its officers, officials, employees, volunteers and program participants shall be excess of the bidder/vendor's insurance.

Additional Insured Status

The Newark Public Library is to be listed as additional insured for liability arising out of activities performed by or on behalf of the bidder/vendor. This can be achieved by providing (A) and (B) below:

- A. The following language on the face of the insurance certificate:
The Newark Public Library is included as additional insured.
- B. Provide the Newark Public Library with a copy of the Additional Insured Broad Endorsement Form.

Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, 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.

General Liability Insurance

General liability insurance shall be provided with limits of not less than \$200,000 any one person and \$300,000 any one accident for bodily injury and \$100,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

Certificates of the Required Insurance/Endorsements

Certificates of Insurance for those policies required above shall be submitted prior to the execution of the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Newark Public Library as an additional insured. It must be an insurer with a Best's rating of no less than "A" indicating compliance with the required coverages. The bidder/vendor must notify

the Newark Public Library immediately of any material change in insurance coverage such as changes in limits, coverages, status of policy, etc. The Newark Public Library reserves the right to require complete copies of insurance policies at all times.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Newark Public Library as an additional insured.

Indemnification/Hold Harmless

Bidder shall indemnify and hold harmless the Newark Public Library, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Newark Public Library may be subjected or put by reason of injury to the person or property of another, or the property of the Newark Public Library, resulting from:

- A. Negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and
- B. The use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Pricing Information for Preparation of Bids

- A. The Newark Public Library is exempt from any local, state or federal sales, use or excise tax. The City of Newark will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The Newark Public Library 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.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. 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 Newark Public Library. 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.

Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5- 31 et seq. and N.J.A.C. 17:27-1 et seq. and submit to the State of New Jersey and/or the City of Newark/Newark Public Library such documentation as shall be required by law, subject to the mandatory language of Exhibit A (Goods, Professional Services and General Service Contracts) or Exhibit B (Construction Contracts).

New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

American with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with the requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the Newark Public Library harmless for any violations committed under the contract.

Statement of Ownership Disclosure

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, individual partner, and member exceeding the ten percent ownership has been listed.

The included Statement of Ownership Disclosure form shall be completed and attached to the bid proposal. This requirement applies to all forms of business organization, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a completed disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

Proof of Business Registration

Pursuant to N.J.S.A. 52:32-44, the Newark Public library is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Newark Public Library with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Newark Public Library prior to the time a contract, purchase order or other contracting document is awarded or authorized.

During the course of contract performance:

- A. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- B. the contractor shall maintain and submit to the Newark Public Library Finance Department a list of subcontractors and their addresses that may be updated from time to time.
- C. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at: www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Newark Public Library a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of the business registration as required or provides false business registration information shall be liable for a penalty of

\$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not

properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within fourteen (14) days from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

American Goods and Products to be Used Where Possible

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

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

Non-Collusion Affidavit

Every bidder submitting a bid shall include an affidavit that no collusion exists between the bidder and any other potential or actual bidder for that same contract, or any officer or employee of the contracting unit pursuant to N.J.S.A. 52:34-15. The affidavit shall be properly executed, notarized and submitted with the bid proposal.

New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five (5) most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at City's facilities (Newark Public Library) by the contractor or subcontractors shall display the right to know (RTK) labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

www.nj.gov/health/workplacehealthandsafety/right-to-know/

Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Newark Public Library within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the Newark Public Library may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

Applicable wage rates should be included in procurement package/documents, when applicable per N.J.S.A. 34-11-56.27 et. seq.

Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed

application form. The form is available online at www.state.nj.us/labor/lse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

Darfar Investment Prohibition

Pursuant to City of Newark Ordinance 6PHS&F-b112007 bidders and contractors with investments in the Sudan Republic must reveal such investments.

Disclosure of Investment Activities in Iran

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

Pursuant to N.J.S.A. 40A:11-2.1 the City of Newark's Contracting Agency (in this instance, The Newark Public Library) is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

Certification of Non-Involvement In Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, the "person or entity" (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not "engaging in prohibited activities in Russia or Belarus" (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award.

Vendors may view the Precluded Entities List Here:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

Method of Contract Award

- A. The length of the contract shall be stated in the specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section titled, Termination of Contract, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The Newark Public Library may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the Newark Public Library to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Newark Public Library; material exceptions shall not be approved.
- F. The Newark Public Library has the right to make award(s) to multiple vendors based on line item commodities.

Causes for Rejecting Bid

Bids may reject for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4(b), Prior Negative Experience; or
- F. If the successful bidder fails to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, or otherwise agreed upon by the parties to the contract. In this case at its option, the Newark Public Library may accept the bid of the next lowest responsible bidder [N.J.S.A. 40A:11-24(b)]; or
- G. Criminal Conviction. Pursuant to Newark Municipal Code S2:4-17.2, Bidder must disclose any criminal conviction(s) in this state or any other jurisdiction. Any rejection by the City, based on prior conviction, shall not take place unless and until there has been a responsibility hearing held by the City.

Termination of Contract

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Newark Public Library shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Newark Public Library of any obligation for balances to the contractor of any sum or sums set forth in the contract. The Newark Public Library will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Newark Public Library for damages sustained by the Newark Public Library by virtue of any breach of the contract by the contractor and the Newark 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 Newark Public Library from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Newark 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 Newark Public Library under this provision.
- D. In case of default by the contractor, the Newark Public Library may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Newark Public Library reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Newark Public Library.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Newark Public Library.
- H. The Newark Public library may terminate the contract for convenience by providing thirty (30) calendar days advanced notice to the contractor.

- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one (1) year, each fiscal year payment obligation of the Newark Public Library is conditioned upon the availability of funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Newark Public Library at the end of any particular fiscal year may terminate such services. The Newark Public Library will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Newark Public Library to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Newark Public Library by notice to the parties.

Payment

- A. No payment will be made unless duly authorized by the Newark Public Library authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Newark Public Library policy and procedures and in accordance with the New Jersey Prompt Payment Act (N.J.S.A. 52:32-32).
- C. The Newark Public Library may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;

3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are cured, payment shall be made for amounts withheld because of them.

- D. Public funds may be used to pay only for goods delivered or services rendered. The Newark Public Library shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Newark Public Library to pay additional fees.
- E. Withholding Services. By entering into this contractual agreement with the Newark Public Library, the vendor specifically gives up its right to “Self Help” by withholding services from the Newark Public Library under this contract because of overdue payments or disputes on other agreements or contracts the vendor holds with the Newark Public Library. Failure to comply with this clause shall be construed as a “Default” under the terms and conditions of this contract.

Other Provisions

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability act of 1996 (“HIPPA”) as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information. If awarded the bid, the contract shall:
 1. Not use or disclose protected health information other than as permitted or required by law
 2. Use appropriate safeguards to protect the confidentiality of the information
 3. Report any use or disclosure not permittedThe bidder, by execution of the contract, shall thereby indemnify and hold the Newark Public Library harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of HIPPA or any other statute or case law protecting the privacy of persons using its services.
- B. The Newark Public Library shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Newark Public Library to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of the contract. None of the documents and/or property shall, without the written consent of the Newark Public Library, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work

products, or make available to third parties, without the prior written consent of the Newark Public Library. Any information supplied to the Newark Public Library may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows and Microsoft Office Suite 2010 or greater.

- C. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the Newark Public Library.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) and N.J.A.C. 17:27 et seq.

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 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.

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 by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2 et seq.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Contractor and the Newark Public Library 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 Newark Public Library 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 Newark Public Library in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Newark Public Library, 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 Newark Public Library's grievance procedure, the Contractor agrees to abide by any decision of the Newark Public Library which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Newark Public Library, or if the Newark Public Library 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 Newark Public Library 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 Newark Public Library or any of its agents, servants, and employees, the Newark Public Library shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Newark Public Library or its representatives.

It is expressly agreed and understood that any approval by the Newark Public Library 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 Newark Public Library pursuant to this paragraph.

It is further agreed and understood that the Newark Public Library 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 Newark Public Library from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

END OF REQUEST FOR PROPOSAL