

**NEWARK PUBLIC LIBRARY**  
**REQUEST FOR PROPOSAL (RFP)**  
**SERVER UPGRADE 2026**  
**FOR**  
**THE NEWARK PUBLIC LIBRARY**

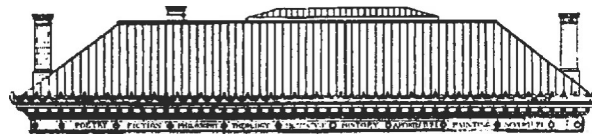
**ISSUE DATE: Tuesday, April 21, 2026**

**SUBMITTAL DEADLINE: May 21, 2026**  
**10:15 AM EDT**

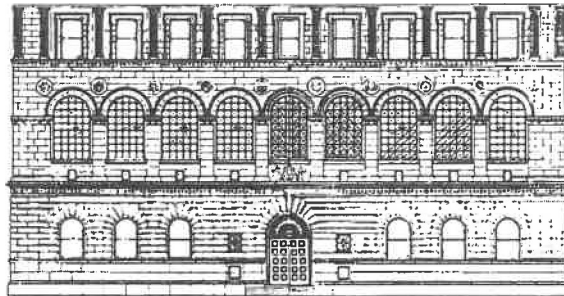
**CONTACT INFORMATION:**

[dquintero@npl.org](mailto:dquintero@npl.org)

[nsantiago@npl.org](mailto:nsantiago@npl.org)



**THE NEWARK**  
**PUBLIC LIBRARY**



**Nayda Santiago-Finance Department**

**Newark Public Library**

## 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”) is seeking proposals from qualified vendors to provide a server upgrade for the Newark Public Library.

#### NPL SERVER UPGRADE (2026)

Contact Diego Quintero or Nayda Santiago to obtain specifications and other proposal information not contained herein at [dquintero@npl.org](mailto:dquintero@npl.org) or [nsantiago@npl.org](mailto:nsantiago@npl.org)

**Any proposal received after 10:15 a.m. EDT on May 21, 2026, shall not be accepted. Only in-person proposals shall be accepted. Sealed bids will be opened at the Newark Public Library, 5 Washington Street, Newark, NJ 07102, Finance Department, 4<sup>th</sup> Floor.**

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 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 you have any questions regarding the bid opening process. Please contact the Finance Department at 973-733-7841.

**Finance Department:**

**Scharron N. Little**

**Comptroller**

5 Washington Street

Newark, NJ 07102

[slittle@npl.org](mailto:slittle@npl.org)

73.733.4842

**Procurement Contact:**

**Nayda Santiago**

**Purchasing**

5 Washington Street

Newark, NJ 07102

[nsantiago@npl.org](mailto:nsantiago@npl.org)

973.733.7841

**IT Department:**

**HEAD of IT Department**

5 Washington Street

Newark, NJ 07102

[dquintero@npl.org](mailto:dquintero@npl.org)

551.556.2031

## **Project Team**

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

**Owner's Representative-** Library Director Sarah Wiggins

**Finance** Scharron N. Little-Nayda Santiago

**Information and Technology** Diego Quintero

### **Scope / Intent:**

The purpose of this Request for Proposal ("RFP") is to solicit proposals from qualified and experienced vendors ("Offerors") to design, furnish, implement, and support a new primary Hyper-V host server for the Newark Public Library's production virtualized environment. The proposed solution shall enhance performance, resiliency, scalability, and long-term operational reliability of the Library's core server infrastructure.

The Newark Public Library intends to enter into a contract with a vendor to provide enterprise-grade server hardware, operating system licensing, and professional services necessary to migrate critical production virtual machines to a new primary Hyper-V host. The existing Hyper-V host will be retained and repurposed as a secondary/failover host to support redundancy and business continuity.

### **Scope of work includes:**

#### **Primary Hyper-V Host Server**

- Design and provision of a new enterprise-grade Hyper-V host server to act as the **primary production host**
- Minimum **192 GB RAM**, with the ability to expand
- **Dual processors** with performance exceeding current Intel Xeon Silver processors operating at 3.20 GHz
- Approximately **12 TB of usable storage**, suitable for virtual machine workloads
- Storage architecture designed for reliability and performance (not raw capacity alone)
- Hardware capable of supporting future growth in virtual machines and workload demand
- Installation and configuration of the **latest supported version of Microsoft Windows Server** with Hyper-V enabled
- All required licensing and support agreements

#### **Virtual Machine Migration – Primary Workloads**

The vendor shall support or perform the migration of the following primary production virtual machines to the new Hyper-V host:

- Primary Domain Controller
- Primary DHCP Server
- Primary File Server
- Deep Freeze Server
- Finance Server
- NPL Web Server (running the latest supported Windows Server version)

Migration activities must minimize service disruption and preserve data integrity.

### **Secondary / Failover Hyper-V Host**

- Retention and continued use of the Library's existing Hyper-V server as a **secondary/failover host**
- Continued hosting of secondary virtual machines, including:
  - Secondary Domain Controller
  - Secondary DHCP Server
  - Secondary File Server
- Configuration to support redundancy and recovery in the event of VM or host failure

### **Architecture & Resiliency Objectives**

- Establishment of a clear **primary/secondary host architecture**
- Reduction of single points of failure for core services, including Active Directory, DHCP, and file services
- Support for failover, replication, or recovery strategies appropriate for the environment
- Alignment with Microsoft best practices for Hyper-V infrastructure

### **Vendor Responsibilities**

- Provide detailed hardware specifications and justification
- Recommend appropriate Windows Server licensing (Standard vs. Datacenter)
- Recommend storage and networking configurations appropriate for the workload
- Identify assumptions, dependencies, and risks
- Provide implementation timeline and post-deployment support options

### **Intent**

The Newark Public Library intends to select a vendor that demonstrates technical expertise, experience with enterprise Hyper-V environments, and the ability to deliver a reliable, scalable, and supportable solution aligned with the Library's operational needs and long-term technology strategy.

## **Vendor Evaluation Rubric – Hyper-V Infrastructure Project**

### **Total Possible Score: 100 Points**

#### **1. Technical Architecture & Performance (45 Points)**

##### **Evaluates:**

- Appropriateness of proposed server hardware (CPU, RAM, storage)
- Demonstrated performance improvement over the current Xeon Silver environment
- Storage architecture design (RAID level, SSD/NVMe tiers, IOPS consideration)
- Network configuration and redundancy
- Scalability beyond minimum requirements (memory, storage, compute)
- Alignment with Microsoft best practices

## Scoring Guidance:

- 0–20: Meets minimum specs only, generic configuration
- 21–35: Solid design with technical justification
- 36–45: Clearly engineered, performance-optimized, scalable solution

## **2. Resiliency, Migration & Risk Mitigation (30 Points)**

### **Evaluates:**

- Defined failover/replication strategy between primary and secondary hosts
- Elimination of single points of failure
- Structured VM migration plan
- Downtime minimization approach
- Rollback procedures and validation testing
- Defined recovery objectives (RTO/RPO awareness)

### Scoring Guidance:

- 0–12: High-level redundancy statements only
- 13–24: Defined migration and resiliency approach
- 25–30: Clear, methodical, low-risk execution plan with contingency safeguards

## **3. Cost & Licensing Strategy (15 Points)**

### **Evaluates:**

- Clear Windows Server licensing recommendation (Standard vs Datacenter)
- Justification for licensing choice
- Transparent, itemized pricing
- Identification of recurring and long-term costs

### Scoring Guidance:

- 0–5: Incomplete or unclear pricing

- 6–10: Transparent but limited justification
- 11–15: Fully justified, long-term cost-conscious

#### **4. Vendor Capability & Support (10 Points)**

**Evaluates:**

- Relevant Hyper-V and enterprise virtualization experience
- Implementation timeline clarity
- Hardware warranty terms
- Support SLAs and escalation procedures

**Scoring Guidance:**

- 0–3: Limited experience or unclear support structure
- 4–7: Adequate experience and standard support
- 8–10: Demonstrated expertise and strong support framework

# Instructions to Bidders and Statutory Requirements

## 1.1. Submission of Bids

- A. Sealed bids shall be received by the Newark Public Library, 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 in person 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 in person at the time designated after the designated submission due date and time; bidders shall not have the ability to be entered and accepted.

## 1.2. Questions

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

## 1.3. 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 thirty (30) calendar days.

## 1.4. 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.

## 1.5. 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 cause 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. They 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 the corporation is incorporated. They must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
3. The proprietor shall sign bids by sole proprietorship.
4. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

## 1.6. 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 a material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers 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.

## 1.7. 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](http://www.elec.state.nj.us).

## 1.8. Official Requests for Bid Packages

Bid packages are available on the Newark Public Library website (click on the work with us tab) 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.

## 1.9. 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 to satisfy the constraints of quantity and timeliness.
- C. The vendor shall guarantee all items to be free of defects in material makeup and to be free of flaws. The vendor shall replace any 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.

## 1.10. 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)

## 1.11. 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 for notifying prospective bidders who have received bid packages from unauthorized third parties.

### 1.12. 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 and shall be non-responsive.

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

### 1.13. Pre-Bid Conference

If stated in the Notice to Bidders and provided below:

**There will be no pre-bid conference for this project.**

### 1.14. 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. They will serve as a standard by which alternate or competitive materials offered as equivalents will be evaluated. Competitive items must meet 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.

### 1.15. 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.

### 1.16. Primary Insurance

The bidder's insurance coverage shall be primary insurance for the Newark Public Library, its officers, officials, employees, volunteers, and program participants. It 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.

### 1.17. 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 an additional insured.
- B. Provide the Newark Public Library with a copy of the Additional Insured Broad Endorsement Form.

### 1.18. 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.

### 1.19. 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. It shall remain in full force throughout the life of the contract.

### 1.20. Certificates of the Required Insurance/Endorsements

Certificates of Insurance for those policies required above shall be submitted before 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.

### 1.21. 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.

### 1.22. 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 included on 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, 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 include 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.

### 1.23. 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).

### 1.24. New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agree not to discriminate in employment and 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.

### 1.25. Americans with Disabilities Act of 1990

Discrimination based on disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with the Americans with Disabilities Act requirements provided in this specification, 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.

### 1.26. Statement of Ownership Disclosure

A. 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 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.

### **1.27. 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.

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](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

### 1.28. 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.

### 1.29. 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.

### 1.30. 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/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

### 1.31. 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 outlined 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](http://www.state.nj.us/labor/lsse/lspubcon.html).

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

### 1.32. 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 before contract award, 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 before starting work on the project. It is the general contractor's responsibility to ensure that all non-listed subcontractors at any tier have their certificate before 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 fully completed and accurate

application form. The form is available online at [www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html).

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

### 1.33. Darfur Investment Prohibition

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

### 1.34. 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 outlined in N.J.S.A. 52:32-56(f). If the proposer is unable to certify so, the proposer shall provide a detailed and precise description of such activities. Before 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.

### 1.35. 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 before contract award.

Vendors may view the Precluded Entities List here:

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

### 1.36. 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 the section titled "Termination of Contract" for additional information.
- B. If the award is to be made based on 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 based on 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 based on 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. The Newark Public Library must formally accept bidder exceptions; 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.

### 1.37. Causes for Rejecting Bid

Bids may be rejected 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, 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 a prior conviction shall not occur unless and until the City has held a responsibility hearing.

### 1.38. 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 thereupon 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 to pay any balance to the contractor, as outlined in the contract. The Newark Public Library will pay only for goods and services accepted before 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 compensation until the exact amount of the damage due to 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 the availability of funds in the following year's budget. If such funds are unavailable, the Newark Public Library reserves the right to cancel the contract.
- F. All parties understand that if, during the life of the contract, the contractor disposes of their business concern by acquisition, novation, merger, sale, and/or transfer, or by any means conveys their 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 and legal instruments required in the original bid/contract. The Newark Public Library shall approve any change.
- 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 the contractor with thirty (30) calendar days' advance notice.

- 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 to permit the Newark Public Library to terminate the contract during the term, or any service hereunder, merely 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 term or provision of the contract is delayed or prevented by any court order, action, injunction, or other such agreement, the contract shall become voidable by the Newark Public Library upon notice to the parties.

### 1.39. Payment

- A. No payment will be made unless duly authorized by the Newark Public Library's 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 waives its right to “Self Help” by withholding services from the Newark Public Library under this contract due to overdue payments or disputes arising from other agreements or contracts the vendor has 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.

#### 1.40. Other Provisions

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as may be amended from time to time, and the corresponding HIPAA 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 liabilities, claims, actions, costs, and penalties which may be incurred as a result of the failure of the contractor to comply with the requirements of HIPAA 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 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 on CD/DVD or USB flash drive media compatible with Microsoft Windows and the Microsoft Office Suite 2010 or later.

- 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.

#### 1.41. 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, notices available to employees and applicants for employment, provided by the Public Agency Compliance Officer, setting forth the 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 the 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 based on 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 ensure that all personnel testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and 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 before 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/](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 to carry out the purposes of these regulations. 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.

#### 1.42. 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.).

### 1.43. 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 based on 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. If 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 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 charges for legal services and any costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any complaints brought pursuant to the Newark Public Library's grievance procedure, the Contractor agrees to abide by any decision of the Newark Public Library that 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 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**