Bid 19-01
Custodial and Janitorial Services

September 30, 2019
Montclair Public Library will accept sealed bid proposals for Custodial and Janitorial Services on Monday, October 21, 2019 at 10:30 a.m. EST in the Montclair Public Library, Auditorium, 50 South Fullerton Avenue, Montclair, Essex County, N.J. 07042.

Specifications and Bidder’s Forms, which all bidders are required to use in submitting their bids, may be obtained from Library Administration at the Montclair Public Library located at 50 South Fullerton Avenue on the 3rd floor, between the hours of 10:00 AM and 5:00 PM daily, except Saturday, Sunday, and Holidays. Any bid not submitted on such forms may be rejected. Bidders can download Bid Specifications and Bidder’s Forms from the Library’s website (http://www.montclairlibrary.org/bids).

Inspection/Pre-Bid Meeting. A mandatory pre-bid meeting and walk through of both Library locations will be held Thursday, October 10, 2019 at 9:00 am beginning in the Auditorium on the first floor of the Main Library. Any party interested in bidding for this contract must attend this meeting. Registration should be made by writing, calling, or emailing Tim Flowers, Facilities & Security Supervisor, 50 South Fullerton Ave., Montclair, NJ 07042; (973) 744-0500 Ext. 2231, tim.flowers@montclair.bccls.org.

All bids submitted must be made on standard proposal forms in the manner designated and required by the specifications. Bids must be enclosed in sealed envelopes labeled “Montclair Public Library BID 19-01 Custodial and Janitorial Services” and bear the name and address of the Bidder on the outside.

All bids must be accompanied by a Certified Check, Cashier’s Check or Bid Bond for not less than ten percent (10%) of the bid amount, not to exceed $20,000.00, and a Consent of Surety Statement in the form provided from a Surety Company stating it will provide the bidder with a bond for 100% of the Contract amount in the event that the Contract is awarded to the bidder. Bidding must comply with all applicable federal, state and municipal laws including the NJ. Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27, et seq. (Equal Employment Opportunity and Affirmative Action in Public Contracts).

No bid may be withdrawn within sixty (60) days after the opening of bids. A Contract will be awarded to the lowest responsible bidder or all proposals will be rejected within sixty (60) days after the opening of bids.

The Library reserves the right to reject any and all bids, to reject unbalanced bids, and to waive any informality in any bid.

Peter Coyl
Library Director
Montclair Public Library
coyl@montclair.bccls.org
Section 1 - General Instructions to Bidders

These bid documents constitute an invitation for receipt of sealed bids from qualified custodial and janitorial services companies (“Bidder”) to provide the Montclair Public Library with services for the Library.

A. Purpose: The purpose and intent of this Invitation for Bid is to solicit sealed bids from responsible firms that provide custodial and janitorial services for the purchase of custodial services as specified in this bid.

B. Procurement Method: Pursuant to N.J.S.A. 40A:11-1 et seq., the Montclair Public Library will be utilizing the public bidding process. As such, the Library will award the contract to the lowest responsible bidder. To be deemed the lowest responsible bidder, the bidder must conform in all material respects to the terms and conditions, specifications, scope of work, legal requirements, and other provisions of this Invitation for Bid. The Library reserves the right to waive informalities in a bid. Bids that contain a material defect shall be disqualified and given no further consideration.

C. Background: This specification establishes minimum requirements for custodial and janitorial services for the two (2) locations of the Montclair Public Library:

Main Library, 50 S. Fullerton Ave., Montclair, NJ 07042
Built: 1955, renovated 1997
Three stories, 55,000 square feet (approx.)

Bellevue Avenue Branch, 185 Bellevue Ave., Montclair, NJ 07043
Built: 1914; upgraded 1985
Two floors (split level), 4,000 square feet (approx.)
Listed on the National Register of Historic Places; Has hand carved wood work that is over 100 years old.

The Main Library receives over 280,000 visitors a year and is accessible to the public seven (7) days a week. The Bellevue Avenue Branch receives over 60,000 visitors a year and is accessible to the public six (6) days a week.

Cleaning will be required to occur after normal business hours.

D. Acceptance of Bids and Validity Period: The Library reserves the right to accept or reject all bids pursuant to (N.J.S.A. 40A: 11- 1 et seq.), to waive any informality, and to award the contract to the company that is the lowest cost responsible Bidder. Submission of a bid will signify the Bidder’s agreement that its bid and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The Bidder’s bid response and this Invitation for Bid will become part of the contract between the Library and the successful Bidder. Conditional or alternate bids will not be accepted.

E. Submission of Bids: Bid modifications or corrections thereof received after the closing date for the receipt of bids will not be considered. The Library is not liable for any errors or misinterpretations made by the Bidder in responding to this Invitation for Bid. Bidder shall be solely responsible for delivery of the bids. The Library bears no responsibility for bids that are improperly mailed, misdirected or problems associated with third party carriers.

1. Bid Submission: All bids shall be submitted with one (1) complete original bid and two (2) complete copies in a sealed envelope/container. Be sure to include all the required bid forms, bid guarantees, financial statements, etc. All bids must be submitted at the sole expense
of the Bidder, whether or not any agreement is signed as a result of this Invitation for Bid. Bidders will pay all costs associated with the preparation of bids and necessary visits to the buildings.

2. **Scope of Bid and Proposal:** Bidder certifies that it has carefully examined and understands that the general conditions to bidders, the instructions to bidders, the specifications, the schedules and addenda, if any, that are prepared under the direction of the Library are a part of the bid proposal; and the Bidder will, if successful in this Bid, furnish and deliver the goods and services at the times specified and at the prices bid. Prices quoted must be net and exclusive of all federal, state, municipal sales and excise taxes and include the cost of delivery and shipping.

3. **Obligation of Bidder:** At the time of the opening of bids, each Bidder will be presumed to have inspected the sites and locations in which the work is to be performed, and to have read, and to be thoroughly familiar with the contract documents (including addenda, if any). The failure or neglect of any Bidder to inspect any site, receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to its bid. Failure of any Bidder to receive any addenda shall not relieve the Bidder from any obligation under its bid as submitted. In addition, a failure on the part of any Bidder to acknowledge receipt of addenda will result in disqualification of the bid. Addenda so issued shall become part of the Contract documents. Bidders are advised that terms and conditions set forth herein will be rigidly enforced.

4. **Examination of Bid Specification:** The Bidder shall examine the contents of the bid specifications or other documents issued by the Library in conjunction with this Invitation for Bid. The Bidder shall assure itself that all pages of the specifications and other referenced documents are included in the documents obtained for bidding purposes. If any part of the specifications and other documents are incomplete, the Bidder shall notify the Library in writing, in order to obtain any missing pages or other documents. The lack of such written notification by the Bidder will be construed as evidence that the specifications and other documents supplied Bidder for bidding purposes are full and complete, and as a waiver of any subsequent claim to the contrary.

F. **Pre-Bid Meeting/Inspection:** A mandatory pre-bid meeting and walk through of both locations will be held **Thursday, October 10, 2019 at 9:00 am.** The meeting with begin in the Auditorium on the first floor of the Main Library (50 S. Fullerton Ave., Montclair, NJ 07042) and after a walkthrough of the Main Library will proceed to the Bellevue Avenue Branch (185 Bellevue Ave., Montclair, NJ 07043). Any party interested in bidding for this Contract must attend the meeting. Registration should be made by writing, calling or emailing Tim Flowers, Facilities & Security Supervisor (contact information below).

G. **Inquiries and Questions:** Bidders may contact the Facilities & Security Supervisor, Tim Flowers, 50 S. Fullerton Avenue, Montclair, NJ 07042; (973) 744-0500 extension 2231, tim.flowers@montclair.bccls.org with questions regarding this specification.

H. **Sub-Contracting:** The Bidder must be fully capable of performing the scope of work and services within its own resources and may not assign, transfer, or sublet the Contract or any portion thereof without the written consent of the Library. Sub-contracting any portion of this Contract, without Library permission to do so, will result in a disqualification of the contract and termination thereof.

I. **The Contract and Its Award:** Award will be made on an “All-or-None Offer, Total Offer” basis. Any contract awarded pursuant to this Invitation for Bid will be awarded to a single Bidder or to none
at all. Award will be made to the Bidder whose bid is determined to be the lowest cost responsible bid. The Library will consider whether the Bidder’s bid complies with all the requirements of responsibility in this Invitation for Bid. There is no obligation on the part of the Library to award a Contract. The Library may cancel this Invitation for Bid, reject bids or any portion thereof at any time prior to an award.

This Invitation for Bid and the Bidder’s bid response will be made part of the final Contract. All Bidders must submit a proposed contract agreement with their bid response. Should there be a conflict, the order of precedence will be the Contract, the Invitation for Bid, and last, the Bidder’s bid response.

1. **Term of Contract:** Contract to be awarded for the term of two (2) years with option to renew an additional one (1) year. A three (3) month probationary period will be in place upon the commencement of the Contract.

2. **Governing Law:** The Contract shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law provisions therein.

3. **Assignment:** The rights of the Library or Bidder under the Contract are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Contract, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Contract.

4. **Independent Contractor:** Bidder is and shall perform its services under the Contract as an independent contractor and not as the Library’s agent, business partner or joint venture partner. Bidder is retained to render the services only, as specified in the Contract, and any payments made by the Library are compensation solely for such services rendered.

5. **Termination Clause:** The following language will be incorporated in the Contract:

   If in the opinion of the Montclair Public Library the Bidder is not performing in a satisfactory manner, the Montclair Public Library may at any time during the Contract period terminate the Contract by giving thirty (30) days’ notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the Contract. **In the event the Montclair Public Library cancels the Contract, the Bidder shall only be entitled to payments for work properly performed and completed up through the effective date of termination.**

J. **Bonding Requirements:** The following are the bonding requirements the Bidder must submit with their bids and contract.

1. **Bid Guarantee:** The Bidder will submit with a bid a certified check, cashier’s check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the Library. A Bid Bond submitted it must contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey. The Library will return the check or bond to unsuccessful Bidders. The check or bond of the Bidder to whom the Contract is awarded will be retained until a Contract is executed. The check or bond of the successful Bidder will be forfeited if the Bidder fails to enter into a Contract with the Library. **Failure to submit a bid guarantee will result in rejection of the bid.**

K. **Insurance Requirements and Indemnification Language:**

1. **Insurance:** Bidder hereby agrees that it shall carry comprehensive general liability insurance covering its action in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate
and workers’ compensation insurance covering its employees as required by applicable law, and any other insurance required by applicable law.

2. **Indemnification:** Bidder shall indemnify, defend and hold harmless the Montclair Public Library and the Montclair Public Library Board of Trustees, and the respective agents and employees of each, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or from the performance of Bidder’s work, providing that such claims, damages, losses or expenses are (1) attributable to bodily injury sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and are (2) caused in full or in part by any negligent act(s) or omission(s) of Bidder or any one directly or indirectly associated with or responsible to the Bidder, regardless of whether such loss is caused in part by a party indemnified hereunder.

L. **Affirmative Action Certification:** No Bidder 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.

M. **Americans with Disabilities Act of 1990 (ADA):** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read the ADA language that is included as a Bid Form of this Specification and agree that the provisions of Title II of the Act are incorporated into and made a part of the Contract. The Bidder is obligated to comply with the ADA and to hold the Library harmless for any of violation by Bidder of the ADA.

N. **Stockholder Disclosure:** N.J.S.A. 52-25-24.2 provides that no corporation or partnership will 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 corporation or partnership, Bidder submits a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership will be completed and attached to the Bidder’s bid. This requirement applies to all forms of corporations and partnerships, including but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document will result in rejection of the bid.

O. **Proof of Business Registration, Sales and Use Tax:** N.J.S.A. 52:32-44 requires that each Bidder submit proof of business registration with the bid. Proof of registration will be a copy of the Bidder’s Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. To obtain a BRC via the internet go to [www.nj.gov/njbec](http://www.nj.gov/njbec) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Bidders and all subcontractors that knowingly provide goods:

1. The Bidder will provide written notice to its subcontractors and suppliers to submit proof of business registration to the Bidder;

2. Prior to receipt of final payment from a contracting agency, a Bidder must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

3. During the term of this Contract, Bidder and its affiliates will collect and remit, and will notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State. A Bidder, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information will be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and
its requirements is available by calling (609) 292-1730.

P. **Non-Collusion Affidavit:** The Affidavit will be properly executed and submitted with the Bidder’s bid.

Q. **Political Contributions Disclosure Form (“Pay to Play”):** In accordance with Chapter 271, New Jersey Laws of 2005, and all Bidders must submit with their bid a list of political contributions, which are reportable and made by the Bidder during the preceding 12-month period.
Section 2 – Scope of Work and Services to be Provided by the Bidder

A. SCOPE AND CLASSIFICATION

1. Scope

This specification establishes minimum requirements for custodial and janitorial services for the two (2) locations of the Montclair Public Library:

Main Library, 50 S. Fullerton Ave., Montclair, NJ 07042
Built: 1955, renovated 1997
Three stories, 55,000 square feet (approx.)

Bellevue Avenue Branch, 185 Bellevue Ave., Montclair, NJ 07043
Built: 1914; upgraded 1985
Two floors (split level), 4,000 square feet (approx.)

Listed on the National Register of Historic Places; Has hand carved wood work that is over 100 years old.

The Main Library receives over 280,000 visitors a year and is accessible to the public seven (7) days a week. The Bellevue Avenue Branch receives over 60,000 visitors a year and is accessible to the public six (6) days a week.

Cleaning will be required to occur after the Library’s normal business hours of operation.

B. SAFETY STANDARDS

Bidder shall provide a binder with Material Safety Data Sheets (MSDS) for cleaning products and chemicals stored and used at the Library. Bidder shall also ensure that work is provided in a safe manner following appropriate regulations and OSHA and OHSAS standards.

C. CLEANING SCHEDULE

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<tr>
<th>General Library, Public Areas</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>Dust mop hard surface floors</td>
<td>✓</td>
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<tr>
<td>Dust all horizontal areas under 6’ in height, excluding bookshelves</td>
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<td>✓</td>
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<tr>
<td>Remove debris from furniture and floors</td>
<td>✓</td>
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<tr>
<td>Empty and remove trash and replace liner if necessary</td>
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<tr>
<td>Empty recycling containers</td>
<td>✓</td>
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<td>Clean computer screens and mice using screen cleaning cloths</td>
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<tr>
<td>Clean and polish drinking fountains</td>
<td>✓</td>
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<tr>
<td>Spot vacuum all carpeting</td>
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<tr>
<td>Vacuum floor mats</td>
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<tr>
<td>Spot clean spills</td>
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<td>Spot clean indoor glass surfaces</td>
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<td>General Library, Public Areas</td>
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<tr>
<td>Arrange furniture</td>
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<td>Vacuum all carpeting</td>
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<td>Vacuum corners and edges</td>
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<td>Wet mop hard surface floors</td>
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<td>Spot clean walls, light switches, and doors</td>
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<td>Spot clean carpet, hard surface floors, i.e.</td>
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<td>Damp wipe all horizontal surfaces and use appropriate cleaner</td>
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<td>Vacuum or brush upholstered furniture</td>
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<td>Detail dust all areas, including bookshelves</td>
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<tr>
<td>Clean and sanitize telephones</td>
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<tr>
<td>Remove cobwebs from ceiling corners, lights, door jams</td>
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<tr>
<td>Clean indoor glass surfaces</td>
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<td>Scrub floors along corners, furniture, and walls</td>
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<thead>
<tr>
<th>Restrooms (Public and Staff)</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>Empty trash and sanitary receptacles and replace liners</td>
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<tr>
<td>Refill and restock consumables</td>
<td>✓</td>
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<td>Clean and disinfect restroom fixtures</td>
<td>✓</td>
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<td>Plunge toilets as necessary</td>
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<td>Clean mirrors, counters, and chrome</td>
<td>✓</td>
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<td>Sweep and mop floor</td>
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<td>Spot clean partitions and walls</td>
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<td>Clean partitions and walls</td>
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<td>Scrub floors along corners, fixtures, and walls</td>
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<tr>
<th>Staff Break Room</th>
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<tr>
<td>Dust mop hard surface floors</td>
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<td>Dust all horizontal areas under 6’</td>
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<td>Remove debris from furniture and floors</td>
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<td>Empty and remove trash and replace liner if necessary</td>
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<td>Spot clean indoor glass surfaces</td>
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<td>Spot clean walls, light switches, and doors</td>
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<td>Damp wipe all horizontal services and use appropriate cleaner</td>
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<td>Detail dust areas all areas</td>
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<td>Remove cobwebs from ceiling corners, lights, door jams</td>
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<td>Clean indoor glass surfaces</td>
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<tr>
<th>Offices and Staff Work Areas</th>
<th>Daily</th>
<th>Weekly</th>
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<td>Spot clean carpet and furniture, i.e. stains</td>
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<td>Damp wipe all cleared horizontal surfaces and use appropriate cleaner</td>
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<td>Empty recycling containers</td>
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<td>✅</td>
</tr>
<tr>
<td>Detail dust all areas</td>
<td></td>
<td></td>
<td>✅</td>
</tr>
<tr>
<td>Vacuum or brush upholstered furniture</td>
<td></td>
<td></td>
<td>✅</td>
</tr>
<tr>
<td>Clean and sanitize telephones</td>
<td></td>
<td></td>
<td>✅</td>
</tr>
</tbody>
</table>
Remove cobwebs from ceiling corners, lights, door jams
Clean indoor glass surfaces
Scrub floors along walls, covers, and furniture
Clean Whiteboard with appropriate cleaner

<table>
<thead>
<tr>
<th>Classrooms and Auditorium</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove debris from furniture and floors</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Empty and remove trash and replace liner if necessary</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empty recycling containers</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot vacuum all carpeting</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean spills</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean indoor glass surfaces</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Arrange furniture</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum all carpeting</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Vacuum corners and edges</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Spot clean walls, light switches, and doors</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Spot clean carpet, hard surface floors, and furniture, i.e. stains</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Damp wipe all horizontal surfaces and use appropriate cleaner</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum or brush upholstered furniture</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove cobwebs from ceiling corners, lights, door jams</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Bidder shall have access to custodial closets with a mop sink on each floor at the Main Library. Successful Bidder is to maintain this space in a clean, neat, and orderly manner. Storage of supplies such as cleaning products, vacuums, mops, brooms, and consumables is permitted and encouraged.

Storage space at the Bellevue Avenue Branch does not include a mop sink but has nearby access to sinks in the public restroom and staff area.

D. BUILDING ACCESS

1. Bidder will be provided with the necessary keys, key fob, and alarm codes to access the building(s). The Bidder will not provide, duplicate, or share this information or these items with anyone who is not an employee of the company.

2. Access to the building(s) will be permissible thirty minutes ahead of closing and work must be performed after Library’s normal business hours of operation.

3. The Bidder is required to secure the building upon completion of work, including turning off
all non-emergency lights, locking windows and doors, and arming the alarm system.

E. PERFORMANCE REQUIREMENTS

1. Bidder shall be responsible for assuring that service conducted on or around Library property is performed in a safe, courteous and professional.

F. PERFORMANCE STANDARDS

1. Performance must conform to the highest standard of good trade practices in the industry, and service must be rendered promptly and efficiently upon Contract award.

2. Bidders must have the necessary tools, equipment, and associated components to provide proper cleaning and sanitation of the Library. Evidence of this requirement shall be submitted upon request from the Library. All costs associated with meeting this requirement shall be the sole responsibility of and be totally borne by the Bidder.

G. BIDDER'S EMPLOYEES

1. The Bidder shall employ qualified elevator technicians who are skilled in the performance of elevator maintenance. Only those technicians and technician trainees under the direct supervision of the technicians shall be allowed to perform the maintenance of the equipment. The Library reserves the right to require proof of employment, the number of, and identity of employees to be assigned to this project. Bidder represents and agrees that all Bidder employees performing the services contemplated by this Contract presently have and shall retain all certifications and training necessary to the performance of this Contract. Failure to secure such training and certification for Bidder's employees may be considered a material breach by the Owner.

2. The Bidder shall maintain an adequate number of employees to satisfactorily perform scheduled service operations and notify Owner of employee changes on a monthly basis.

3. Each employee of the Bidder shall be furnished, by the Bidder, with proper identification with both the name of the Bidder and the employee, such identification must be worn on the outer garment at all times when performing elevator maintenance functions at the Library's premises covered by this Contract.

H. INVOICE/BILLING

1. The Montclair Public Library will acknowledge payment on a monthly basis upon completion of services for the prior calendar, and upon receipt of proper invoice. Invoice shall not arrive prior to completion of services for that month. The invoice shall include a breakdown of expenses for labor and materials, total price, contract number and purchase order number.

2. Invoices shall be mailed after the first of each month for the prior month’s work, and mailed to the address below:

   Montclair Public Library
   Attention: Lisa Connell, Comptroller
   50 S. Fullerton Avenue
   Montclair, NJ 07042
   973-744-0500 extension 2223
   lisa.connell@montclair.bccls.org
I. **TRAVEL TIME**

The Library will not pay expenses, including gas and mileage, for coming and going to perform services.

J. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Each party represents, warrants, and covenants to the other that:

1. They will perform all work in a safe and efficient manner using industry-accepted serving practices.
2. They will comply with all requirements of Applicable Law in rendering performance under this agreement.
3. No representations, warranties or covenants are made or have been relied upon by either party other than those expressly set forth herein.

K. **MODIFICATION**

No modification or amendment to this Invitation for Bid and no waiver of any of the provisions or conditions of this Invitation for Bid shall be valid unless in writing and signed by duly authorized representative of the Montclair Public Library. Any modification shall be issued by Montclair Public Library through Addenda, and all Bidders shall be responsible to acquire and comply with all Addenda to this Invitation for Bid.
**BID FORM CHECKLIST**

<table>
<thead>
<tr>
<th>Form Type</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Proposal Form</td>
<td></td>
</tr>
<tr>
<td>Affidavit</td>
<td></td>
</tr>
<tr>
<td>Ownership Disclosure</td>
<td></td>
</tr>
<tr>
<td>Stockholder Disclosure</td>
<td></td>
</tr>
<tr>
<td>Non-Collusion Affidavit</td>
<td></td>
</tr>
<tr>
<td>Consent of Surety</td>
<td></td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td></td>
</tr>
<tr>
<td>Proof of New Jersey Business Registration</td>
<td></td>
</tr>
<tr>
<td>Affirmative Action Compliance Notice</td>
<td></td>
</tr>
<tr>
<td>Americans With Disabilities Act of 1990</td>
<td></td>
</tr>
<tr>
<td>Political Contribution Disclosure Form</td>
<td></td>
</tr>
<tr>
<td>Debarment/Suspension Certification</td>
<td></td>
</tr>
<tr>
<td>Acknowledgment of Receipt of Addenda</td>
<td></td>
</tr>
</tbody>
</table>
Forms in This Section Must Be Completed & Returned with Bid

**BID PROPOSAL FORM**

I (We), agree that I (we) have read the Advertisement, together with the Instructions, Proposal Form and Specifications, attached hereto and fully understand the meaning of all of them and if awarded the Contract, agree that I (we) will comply with all the terms, covenants and agreements set forth therein.

I (We) agree to receive as full compensation for furnishing Custodial and Janitorial services including materials, labor, tools, and/or equipment called for under these specifications complete and in every detail for the following quantities and prices:

1. **Labor Costs**

<table>
<thead>
<tr>
<th>Labor Costs</th>
<th>Hourly Rate</th>
<th>Hours/Week</th>
<th>Cost/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Hourly Rate (Mon – Fri, 9:00 pm to 12:00 pm)</td>
<td>$_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Regular Weekend Rate (Sat – Sun, 7:00 pm to 12:00 pm)</td>
<td>$_____</td>
<td>_____</td>
<td>$______</td>
</tr>
</tbody>
</table>

   **Total per month** (hours, cost) __________________________

   **Total per Year** (hours, cost) __________________________

2. **Materials costs:**

<table>
<thead>
<tr>
<th>Materials</th>
<th>Cost per Unit</th>
<th>Unit Size</th>
<th>Units/Month</th>
<th>Cost/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface cleanser</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Toilet cleanser</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Floor cleanser</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Window cleaner</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Mops</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
<tr>
<td>Other (list)</td>
<td>$_____</td>
<td>_____</td>
<td>_____</td>
<td>$______</td>
</tr>
</tbody>
</table>

   **Total per Month** (units, cost) ___ $______

   **Total per Year** (units, cost) ___ $______

The Library will provide hand soap, paper towels, and toilet paper.

____________________________________________________________
Company Name

____________________________________________________________
Federal I.D. # or S.S. #

____________________________________________________________
Address

____________________________________________________________
Date of Proposal

____________________________________________________________
Signature of Authorized Agent

____________________________________________________________
Type or Print Name and Title

____________________________________________________________
Telephone Number

____________________________________________________________
Email Address
AFFIDAVIT

I/We hereby certify that I/we have read the foregoing conditions and specifications and have become familiar with the contents thereof; and that the bid of ________________________________ (Name of Company) submitted to the Montclair Public Library, attached hereto, is submitted in strict accordance with said conditions, instructions, and specifications. Any matter submitted with the bid document attempting to alter the specifications of the Montclair Public Library may be disregarded, or the bid may be rejected.

____________________________________
Corporate Name of Bidder

____________________________________
Address

____________________________________
Telephone Number

____________________________________
Signature of Authorized Agent

____________________________________
Name and Title of Authorized Agent

____________________________________
Date
OWNERSHIP DISCLOSURE

I certify that the bidder is the owner of ________________________________ which is the subject of the bid and that the bidder will furnish the goods and services for custodial and janitorial services to the Montclair Public Library when and if it exercises its right to contract for such services.

I certify that I am authorized to submit this certification on behalf of the owner of ______________

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

__________________________________________
(Affix Corporate Seal)

Dated:

a) To be signed if a third party owns _________________________________.

I certify that ____________________ owns __________________________ which is the subject matter of the bid and that the owner will furnish the goods and services for custodial and janitorial services to the Montclair Public Library when and if it exercises its right to contract for such services.

I certify that I am authorized to submit this certification on behalf of the owner of _________

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WITNESS:

__________________________________________
(Affix Corporate Seal)

Dated:
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business______________________________________________________

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:
Name: ______________________________       Name: ______________________________
Home Address: __________________________       Home Address: __________________________
                                                  __________________________
Name: ______________________________       Name: ______________________________
Home Address: __________________________       Home Address: __________________________
                                                  __________________________
Name: ______________________________       Name: ______________________________
Home Address: __________________________       Home Address: __________________________
                                                  __________________________
Name: ______________________________       Name: ______________________________
Home Address: __________________________       Home Address: __________________________
                                                  __________________________

Subscribed and sworn before me this ___ day of __________, 2 __.

_________________________________ (Affiant)

(Notary Public)

My Commission expires:

Use reverse side for additional stockholders/partners.
NON-COLLUSION AFFIDAVIT
(N.J.S. 2A:93-6)

Company Name: _______________________________________
Street: __________________________________________________
City, State, Zip Code: _____________________________________

State of New Jersey
County of _____________________________

I, ___________________________________________
residing in _______________________________
Name Municipality
in the County of ___________________________ and the State of ____________________________
of full age, being duly sworn according to law on my oath depose and say that:

I am the _________________________________ of the firm of ___________________________
Title Company Name
the Bidder making the proposal for the goods, services or public work specified under the Montclair
Public Library Invitation for Bid for Custodial and Janitorial Services, and that I executed the said
proposal with full authority so to do; that said Bidder has not directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above indicated Invitation for Bid, and that all statements
contained in said proposal and in this Affidavit are true and correct, and made with the full
knowledge that the Montclair Public Library relies upon the truth of the statements contained in the
bid proposal and in this Affidavit in awarding the contract for the said goods, services or public
work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by ______________________________________________

Company Name

Sworn and subscribed to
before me this __________ day
of ___________________, 20_____

__________________________________
Authorized Signature

__________________________________
Name & Title

__________________________________
Notary Public

My commission expires ________________________, 20_____
CONSENT OF SURETY

The ________________________________

(Name and Address of Surety)

a corporation existing under the Laws of the State of ____________

and authorized to do business under the Laws of the State of New Jersey, hereby certifies that

application has been made to us by ________________________________

(Name and Address of Bidder)

and satisfactory arrangements have been completed by which we have and do now agree to furnish a Performance Bond equal to 100% of the awarded Contract in the event said contract is awarded to Bidder for the above goods and services, to ensure the faithful performance on the part of the Bidder of the terms and conditions of the Contract, and a labor and materials bond to ensure the payment of all persons furnishing labor and materials in accordance with the Contract.

Title Work:

Name and Location of Project:

This proposition is made with the understanding that any change made in the specifications or agreements without the consent of the bondsmen shall in no way vitiate the bond.

WITNESS: SURETY COMPANY

______________________________________________

Name of Surety

______________________________________________

Signature

By: ________________________________

Name and Title

(Affix Corporate Seal)

Date: ________________________________
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the Montclair Public Library insurance requirements as stated in this Invitation for Bid for Custodial and Janitorial Services and agrees to provide all insurance required by these documents prior to award of a contract.

______________________________  ________________________________
Signature                                                              Date

______________________________
Name and Title

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR BID
NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
(Informational)

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

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

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

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”

Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.

Call the Division at 609-292-1730 to have a form mailed to you or write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and by 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & Equal Employment Opportunity 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 Contract Compliance & Equal Employment Opportunity for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

This form is a summary of the successful bidder’s requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
   OR

(b) A copy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
   OR

(c) A copy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful Contractor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful Contractor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Contractor copy is retained by the Contractor.

The undersigned Contractor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned Contractor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

__________________________________  ______________________________________
Company Name                                                      Date

__________________________________  ______________________________________
Signature                                                      Title

__________________________________
Printed Name
The Contractor and the Montclair Public Library (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance will be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor will defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor will indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor will, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor will satisfy and discharge the same at its own expense.

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

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

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

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

__________________________________  ______________________________
Company Name                                      Date

__________________________________  ______________________________
Signature                                       Title

__________________________________
Printed Name
DEBARMENT/SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility

(1) The prospective Contractor certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or a disqualified bidder maintained by the New Jersey Department of the Treasury, the Federal Government or any state of federal agency and that the bidder will immediately notify the Library in writing in the event that the Bidder or any subcontractor appears on the Treasury's or Federal Government's list of Debarred, Suspended or disqualified Bidders.

(2) Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

__________________________________  ____________________________________
Company Name                      Date

__________________________________  ____________________________________
Signature                          Title

__________________________________
Printed Name
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
<th>Acknowledge Receipt (initial)</th>
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- **No addenda were received:**

Acknowledged for: __________________________________________

(Name of Bidder)

By: __________________________________________

(Signature of Authorized Representative)

Name: ____________________________

(Print or Type)

Title: ____________________________

Date: ____________________________