

**REQUEST FOR PROPOSALS**

**PROFESSIONAL ARCHITECTURAL  
DESIGN SERVICES**

**HAMILTON TOWNSHIP MUNICIPAL  
COMPLEX PROJECT**



**Issue Date: September 15, 2022**

**Due Date: October 18, 2022**

## **GLOSSARY**

The following definitions shall apply to and are used in this Request for Proposal:

“Architect”, “Respondent” or “Respondents” refers to the interested firm(s) that submits a response to the RFP.

“MCIA” or “Authority” refers to the Mercer County Improvement Authority.

“Proposal” refers to a complete response to an RFP submitted by a Respondent.

“RFP” refers to this Request for Proposal, including any amendments or supplements thereto.

“Successful Respondent” refers to the Respondent who is awarded a contract for the services outlined in the RFP

## **SECTION 1 - INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction and Purpose**

The Mercer County Improvement Authority (“MCIA”) has been created by a resolution of the Board of Chosen Freeholders of the County of Mercer as a public body corporate and politic of the State of New Jersey, pursuant to, and in accordance with the County Improvement Authority Law, N.J.S.A. 40:37A-44, *et seq.*, and the acts amendatory thereof and supplemental thereto.

The MCIA is soliciting Proposals from interested firms for the provision of the services as described in Section 2 below. Through a Request for Proposal (“RFP”) process described herein, firms interested in assisting the MCIA with the provision of these services must prepare and submit a Proposal in accordance with the procedures and schedule in this RFP. The MCIA will review only those Proposals that include all the information required as described herein. The MCIA intends to engage firm(s) that (a) possess the professional capabilities to provide the proposed services, and (b) will agree to work under the terms and conditions determined by the MCIA to provide the greatest benefit to the taxpayers of Mercer County.

### **1.2 Project Description**

The MCIA is managing the design and construction of a new municipal administration building complex for the Township of Hamilton and the Hamilton Township School District offices (the Project” as described in this RFP). The Site located at Block 1922, Lot 7, is approximately 8.41 acres in area and is situated along the westerly side of Whitehorse-Mercerville Road and along the southerly side of Klockner Road. The Site is currently developed with a vacant 56,500 square foot, one story, masonry two-wing structure and asphalt paved parking lot. The Site has a Property Class of 4A-Commercial. The Site is bordered to the north by single-family residential property, an Exxon Service Station and Klockner Road with commercial property beyond; to the south by shopping center; to the east by Whitehorse-Mercerville Road with commercial properties beyond; and to the west by high density residential property. The buildings on the site will be slated for demolition. The proposed new building will consist of approximately 57,000 square feet to be situated on 8.41 acres.

Looking to redevelop the property for public use, the Township had requested the community to provide input for the site. While residents offered many great ideas, the suggestion of a joint municipal complex stood out. The plan for a municipal complex would continue to foster decades of shared services in furtherance of the idea that the Township and District serve to benefit the Township and school communities and each other.

The project would feature space for the community to have improved access to public meetings and events and provide an area for District and Township professionals to train and develop in technologically ready space. The complex would capitalize on environmental, economic, and workforce efficiencies resulting from bringing multiple Township and School District facilities under one roof. This plan would allow the Township to close three buildings – 2090 Greenwood Avenue (Municipal Building), 2100 Greenwood Avenue (Division of Health), and 2388 Kuser Road (Division of Recreation) and move services under one roof to save on maintenance and operational costs.

The Authority is seeking proposals from professional design firms to provide the services enumerated in Section 2 of this RFP.

### 1.3 Procurement Process and Schedule

The MCIA is soliciting Proposals through a “fair and open process” in accordance with New Jersey Local Unit Pay to Play Legislation, N.J.S.A. 19:44A-20.4 *et seq.* and P.L. 2005 c. 271. The MCIA has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each firm is provided an opportunity to submit a Proposal in response to the RFP. Proposals will be evaluated based on how each Respondent addresses the requirements set forth in this RFP.

Proposals will be reviewed and evaluated by the MCIA and its appropriate staff and consultants (collectively, the "Review Team") to determine if the Respondent has met the qualification requirements described in this RFP. Under no circumstances will a member of the Review Team review responses to an RFP if they or their firm have submitted a response. Based upon the totality of the information contained in the Proposal, including information about the reputation and experience of each Respondent, the MCIA will determine which Respondent(s) are qualified (from professional, technical, financial and administrative standpoints).

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in the anticipated Procurement Schedule below. The dates are subject to change. The MCIA reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

#### **ANTICIPATED PROCUREMENT SCHEDULE**

	<b>ACTIVITY</b>	<b>DATE</b>
1.	Issuance of Request for Proposal	September 15, 2022
2.	Site Visit	September 22, 2022
3.	Questions on RFP Due	September 28, 2022
4.	RFP Due Date	October 18, 2022
5.	Anticipated Contract Award	November 8, 2022

All communications concerning this RFP or the RFP process shall be directed to the MCIA’s Designated Contact Person below, via email or in writing. Please include the words “RFP Design Services Hamilton Municipal Complex” in the title block of any emails. Questions regarding the content of the RFP or the Scope of Services should be sent via email to the Designated Contact Person below no later than close of business on September 28, 2022.

Allan C. Collins, Deputy Executive Director  
Mercer County Improvement Authority  
80 Hamilton Avenue, 2<sup>nd</sup> Floor  
Trenton, New Jersey 08611  
[acollins@mercercounty.org](mailto:acollins@mercercounty.org)

**A site visit will be held on Thursday, September 22, 2022 at 10:00 AM at the property located at 1750 Whitehorse-Mercerville Road, Hamilton Township, New Jersey.**

Responses to this RFP must be submitted to, and be received by, the MCIA, by 2:00 p.m. Prevailing Time on October 18, 2022 (the “Due Date”). Submittals shall be sent via US mail, overnight mail or hand delivered to the Designated Contact Person’s street address above. No email submittals will be accepted. Proposals received after 2:00 p.m. on the Due Date will not be accepted.

Subsequent to the issuance of this RFP, the MCIA may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by the MCIA.

**Respondents are advised that the MCIA will only post addenda to its website ([www.mcianj.org](http://www.mcianj.org)). Respondents are strongly advised to check the website periodically during the RFP process to insure they receive any addenda.**

#### 1.4 Conditions Applicable to RFP

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Proposal:

- This document is an RFP and does not constitute a contract.
- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- The MCIA reserves the right to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- The MCIA reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The MCIA reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Proposals shall become the property of the MCIA and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the MCIA in accordance with law.
- The MCIA may request Respondents to make representatives available to the MCIA for interviews.
- Neither the MCIA, nor their respective staffs, consultants nor advisors (including but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to the Respondents for the cost of preparing and submitting a Proposal or for participating in this procurement process.

- Respondents are advised of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 1.5 Rights of MCIA

The MCIA reserves, holds and may exercise the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- To conduct investigations of any or all of the Respondents, as the MCIA deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time. If terminated, the MCIA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- To award a contract in whole or in parts as it relates to the phases of work.

#### 1.6 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the MCIA may issue addenda, amendments or answers to written inquiries. Those addenda will be posted on the MCIA's website ([www.mcianj.org](http://www.mcianj.org)) and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the proposal submission date. Respondents are strongly advised to check the website periodically during the RFP process to insure they receive any and all addenda.

#### 1.7 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the MCIA, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

1.8 Proposal Format

Responses should cover the information requested in this RFP and follow the format detailed in Section 3. Responses which in the judgment of the MCIAC fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, or contain errors may be rejected.

## SECTION 2 - SCOPE OF SERVICES

### 2.0 General Objective

The MCIA will need to enlist the services of an architect to provide for the complete spatial planning, needs assessment and design for installation of all systems as well as provide for space fit out for the new Municipal Building Project (the “Project”) as further described below. This shall include a detailed Needs Assessment of the space needs for the Project as well as full architectural, structural, mechanical, electrical plumbing design services along with FFE coordination with the chosen furniture vendor. Consultant should also include a cost consultant and provide estimates at completion of the Schematic Design phase. The project will also require LEED design to achieve LEED certification for the Project. The Architect’s services shall include, but not be limited to, providing the following design services:

### PHASE 1

2.1 Data Analysis & Projected Spatial Needs The objective of this phase of the Project is to seek a solution for determining and accommodating the continual growth of the Hamilton Township Administration and the School Board Administration (collectively referred to as the “Administration”). Both entities have outgrown their existing spaces and the spaces have become obsolete.

The scope of services to be provided for the Project Needs Assessment will include, but not be limited to, the following:

- Evaluate and develop data analysis and projected spatial needs
- Project and prepare space needs for the next 20 years
- Prepare a Schematic Design Report including construction and project cost estimates.

2.1.1 Formation of Project Advisory Committee - During the Project Needs Assessment, the Architect shall closely collaborate with the MCIA the Administration through the formation of a Project Advisory Committee. The Project Advisory Committee, made up of the above entities, would be utilized in an on-going role to review information, and to address issues which impact the direction of the Project.

The Architect shall meet with the Project Advisory Committee at key decision points throughout the study to ensure that consensus is built and appropriate direction is provided relative to specific needs. With appropriate input, the Architect shall identify specific planning issues for which additional focus should be directed; i.e., centralization/de-centralization; planned reorganizations; significant operational changes, etc. The Architect shall also define the specific methodology, data needs, and staff input required.

2.1.2 Planning Questionnaire - The Architect shall develop a planning questionnaire to be distributed to each operational unit included in this study. This questionnaire shall serve two primary purposes: 1) to collect basic information about the location, number and organization of staff; and 2) to identify needs, trends and opportunities with regard to future growth and operations. Some of the information gathered may include, but not be limited to:

- Current and projected staff by location, workload changes and impacts of population growth for the last 10 years
- Estimated population growth for the next 20 years

- Identification of existing staff for all departments and their respective positions
- Organization chart for both the Administration and School Board
- Anticipated basic operational changes (new initiatives or programs, electronic workload management etc.);
- Locational and operational questions regarding potential centralization or de-centralization or relocation, accessibility of services to the public and other staff (number of visitors, public-counter positions, etc.);
- Security requirements
- Existing space or facility deficiencies

The questionnaire is intended to serve as a guideline for the subsequent department interviews and to promote consideration of future staff and facilities needs by each department.

2.1.3 Interview Stakeholders. Using the information collected in the planning questionnaire, the Architect shall schedule and conduct separate meetings with Administration department representatives. The Architect shall, as it sees fit, conduct separate interviews with operational units that have multiple, distinct functions or locations.

During the interviews, the Architect shall discuss projected caseload/workload and staff requirements with department representatives in order to gain an understanding of the staff needs on a position-by-position basis and to understand the rationale behind these in-house estimates. The Architect shall explore the impact of other potential conditions (such as legislative mandates, reorganization, etc.) which may impact staffing needs in the future. Additionally, it shall be important to develop an understanding of the projected technology requirements that should be incorporated into the new Facility design.

Furthermore, the Architect shall understand the work processes and workflow within each department insofar as these processes may be affected by the department's location, adjacency with other functions or accessibility by the public.

2.1.4 Review Existing Data. The Architect shall review available data and projections. If necessary, additional information and related data may be requested of the Administration. The approved projections together with information obtained through the questionnaires and interview process will form the basis for the Needs Assessment Program.

2.1.5. Develop Personnel Projections Once workload projections have been generated, personnel requirements shall be forecasted for each component of the Administrative organization. These projections shall be based on historic personnel from the previous ten years obtained from each of the departments, if available. Particular analysis shall focus on reasons for increases and decreases in personnel, some of which may be workload driven, funding driven or due to organizational changes.

2.1.6 Review Projections with Project Advisory Committee The Architect shall present its review of the projections made by each operational unit, any adjustments and rationale for the adjustments, and the comparison of projected staffing to historical trends and caseload/workload to the Project Advisory Committee. The Architect shall make final adjustments to the staffing projections and shall adopt these staff projections as a basis for calculating future Project requirements.

2.1.7 Develop Space Standards & Design Guidelines Space Standards shall be developed which promote uniformity and provide adequate area for the functions to be performed. The standards shall be tailored to address local conditions and operational requirements as well as any State or national standards for space requirements.

Administrative standards shall be based on functional and organizational requirements. Specific focus shall be given to office, workstation, and conference room sizes. Standards for other areas, such as public assembly, public counters, file rooms and waiting areas shall be determined on an individual agency basis. Assembly spaces, record storage areas, and equipment rooms shall be defined based on individual requirements.

2.1.8 Prepare Future Space Needs The projection of future space needs shall be a culmination of the personnel forecasts, evaluations of existing facilities, operational analysis, and space standards. Space projections shall be developed in 5-year planning intervals to the year 2042. The Architect shall first define the existing net areas required for Administrative components. The Architect shall prepare judicial and staffing projections made by each operational unit and any adjustments and rationale for the adjustments to the Project Advisory Committee. The Architect shall make any final adjustments to the staffing projections and shall adopt these staff projections as a basis for design of the Project.

2.1.9 Present and Prepare Needs Assessment Program The findings, conclusions and recommendations from this effort shall provide the Project Advisory Committee with a clear statement of where it has been, where it is, and where it is going from the perspective of workload, operations, staff and spatial requirements. The Architect shall document the process by which these findings were reached so as to clearly state the basis for developing the Needs Assessment Program.

## 2.2 Schematic Design Report

2.2.1. Prepare Schematic Design Plans Based on the Task 1 Needs Assessment Program above, the schematic design plan shall address the highest and best use for the spaces included in the new Project. The Architect shall take the data compiled in Task 1 above and determine how best to utilize this space for the immediate and long-term needs of the Administration. The Architect shall take into consideration how circulation will be handled for the public, staff and employees as applicable.

During this analysis, the Architect shall develop the structure floor by floor to determine the area that is available for the highest and best use. This analysis shall also assess the areas of the structure where expanded support spaces (e.g., restrooms, elevators, electrical closets, etc.) will be required, and thus, reduce the total usable square footage. Diagrams showing the blocks of space available per floor shall be prepared. Sections through the building shall be developed to illustrate the layout and spatial differences throughout. Based on this analysis, the Architect shall prepare blocking and stacking diagrams illustrating how the individual agencies can be located within the existing structure.

Based on the development of the blocking and stacking diagrams, the Architect shall evaluate the functional aspects of the layout. This shall include determining if the agencies are able to be contiguous in one location; providing separate circulation for the public and secure and developing functional adjacencies that affect the operation of other departments.

2.2.2 Develop Project Cost Based on the schematic design developed, Project costs shall be prepared that will identify the estimated cost for the Project. The cost shall include hard cost (construction) and soft cost (permits, fees, inspection, FF&E, and other ancillary cost that is normally considered essential to construct and operate the facility).

2.2.3 Present/Prepare Needs Assessment Report The findings, conclusions and recommendations shall be presented to provide the Project Advisory Committee in the form of a Schematic Design Report with a clear statement of how to best utilize the newly designed space. The Architect shall document the process by which they reached these findings so as to clearly state their assumptions as a basis for design of the Project.

## **PHASE 2**

### 2.3 Design Phases

The Architect shall provide full architectural and engineering design services for the project to include Schematic Design (as described above), Design Development, Construction Documents, Bidding and overall Construction Administration. The MCIA shall provide approval of each stage of the design up to and including final bid documents. The architect shall also provide the required technical engineering services as it relates to HVAC, plumbing, electrical and structural engineering. Site/Civil design services are not included in this RFP. They will be subject to a separate procurement process for specific Site/Civil design services. In addition, the Architect shall provide for the proper IT/data planning and design and any special security (such as key card access and overall access security) and/or Audio-Visual requirements as part of their scope of services.

The Architect shall investigate and design to any municipal, county, State, utility, or other standards or permits that may be required to conduct the work and shall cooperate with the MCIA in obtaining all necessary approvals.

### 2.4 Project Budget

The Architect shall provide preliminary evaluation of the program and Project budget requirements and provide an Architect's Probable Construction Cost estimate. It is vital that the Architect understand the budget and provide a design that fits within the confines of the budget. Any "value engineering" required in the event the design exceeds the budget will be performed by the Architect at no cost to the MCIA. Current preliminary Project budget estimates are approximately \$25 Million.

### 2.5 Meetings during Project Development

The Architect shall attend regularly scheduled design meetings (bi-weekly at a minimum) with the Project Team during the design phases established by the contract between the MCIA and the Architect.

### 2.6 Constructability Reviews and Cost Estimates

The Construction Manager ("CM") will be responsible to prepare constructability reviews and cost estimates at various phases of design. The Architect shall cooperate with the MCIA and the CM in evaluating the reviews and estimates and shall incorporate the results into the project documents. There will be three (3) document progress submissions by the Architect for 30%,

60% and 90% documents. The CM will provide constructability reviews for 60% and 90% drawings. The Architect shall participate in value engineering exercises with the MCIA and CM and make necessary document modifications if the cost estimates exceed the project budget.

The Architect shall prepare final construction drawings and specifications for bidding and for submission to the construction code authority for approval. The Architect shall provide necessary revisions and updates as required by the code authority

## 2.7 Bidding Phase

The Architect shall provide bid phase services including answering Requests for Information, preparation and issuance of addenda, attendance at pre-bid meetings, and evaluation and recommendation of bids. The Architect shall be responsible for preparing and distributing the Project Manual to prospective bidders. The Architect shall incorporate the MCIA front end Division 0 to be supplied by the MCIA. The Architect shall assist the MCIA in the evaluation of the bids submitted and provide a recommendation to the MCIA. If necessary, the Architect shall participate in any scope review meetings with prospective bidders. The Architect will provide conformed drawings just prior to the start of the project. The conformed drawings will include all addenda that were issued during the bid process. The Architect will provide conformed drawings for the Successful Bidder, Owner, and the CM.

## 2.8 Schedule

The estimated schedule for completion of the Needs Assessment Program and Schematic Design Report is 120 calendar days. This will allow for a sufficient review and comment period by the Project Advisory Committee. It is anticipated that design of the project (Design Development and Construction Documents phases) up to the issuance of bid documents to prospective bidders shall take 6 months plus 2 months for bidding from completion of the Schematic Design Report as described in Section 2.2 above. Once bids are received, the Architect shall assist the MCIA Project Team in evaluating the bids and making a recommendation on the lowest responsible bidder. The Architect shall also provide typical Construction Administration Services, which include but are not limited to review of submittals and shop drawings from the general contractor, responding to requests for information, review of progress of work as to whether it conforms to the plans and specifications, review of contractor payment applications, review of changes in the work and issuance of Substantial and Final Completion. It is anticipated that the construction will take approximately twenty-four (24) months, plus one additional month for project close-out.

## 2.9 Meetings and Administration during Construction

The Architect shall be required to attend regular bi-weekly construction progress meetings throughout the construction period, as well as other various meetings as needed in order for the job to continue and meet its required schedule deadlines.

The Architect shall make required team members available to make visual observation inspections weekly to review the progress of the work. The Architect shall provide field inspection reports to the CM and MCIA.

The Architect shall review and answer Requests for Information within 3 days of receipt

The Architect shall review substitution requests and all required submittals required to execute the work.

The Architect shall review and update the team on the status of LEED submissions and approvals

The Architect shall provide contract document interpretation and assist in the review and settlement of change requests. Architect shall issue directives as required to progress the work.

The Architect will assist the Owner and MCIA in closing out the project including determining the date of Substantial Completion and the development of the final punch list.

#### 2.10 LEED

The Project shall be required to meet LEED certification in accordance with the requirements of the U.S. Green Building Council. The Architect shall have a LEED accredited professional on staff to oversee the LEED design and submittal process. The Architect shall be responsible for providing all LEED related specifications, criteria, checklist, reviewing LEED submittals, and inputting all documentation into the LEED website. The Architect shall review and update the team on the status of LEED submissions and approvals. The architect is requested to provide a separate fee for this service as part of their cost proposal.

#### 2.11 Errors and Omissions

Errors, omissions and other negligent acts for which the architect is responsible and the MCIA incurs an accumulation of excess costs over two (2%) percent of the Project contract bid cost shall be the full responsibility of the Architect and the Architect shall bear the full burden of the accumulation of excess costs above the 2% threshold. Any additional work incurred by the Architect as a result of these errors and omissions or failure to coordinate the drawings or specifications will not be compensated.

#### 2.12 Reimbursable Expenses

Reimbursable expenses are in addition to basic design services described above. Reimbursable expenses shall include the cost of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of drawings, specifications and other documents. Travel, tolls and other out-of-town expenses are not allowable. All reimbursable expenses are to be paid at cost with no mark up.

#### 2.13 State Comptroller's Office Review

Because of the estimated cost of the Project, it will be necessary to have the Office of the State Comptroller review the plans and specifications for the project. The Architect shall assist the MCIA and the CM in providing necessary information and responses to the Comptroller's Office questions in order to receive authorization to issue bids. (Turnaround time for responses to the Comptroller reviews shall be a maximum of three (3) days.)

#### 2.14 Code Submissions and Reviews

The Architect shall prepare a final review submission for the reviewing agency and shall update the documents until final release is obtained. The conformed drawings and specifications will include all addenda and bulletins that were issued during

## SECTION 3 - SUBMISSION REQUIREMENTS

### 3.1 General Requirements

The Proposals submitted by the Respondent must meet or exceed the professional and administrative qualifications set forth in this Section and shall incorporate the information requested in this Section 3.

Respondents may also submit supplemental information that it feels may be useful in evaluating its Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### 3.2 Content and Form of Proposal Response

#### 3.2.1. Proposal Format

Proposal content and completeness will be important criteria in the evaluation process. In order to streamline the evaluation process and ensure that all proposals are evaluated on an equal basis, it is required that proposals adhere to the standard format outlined below for presentation of the requested information.

<u>Section</u>	<u>Section Title</u>
1	Letter of Transmittal
2	Qualifications
	a. Experience of the Firm
	b. Key Personnel
3	Legislative Compliance
4	Fee Proposal

#### 3.2.2 Proposal Content

##### 3.2.2.1 Letter of Transmittal (Section 1)

The Respondent must provide a Letter of Transmittal signed by the individual who is authorized to commit the firm to the Scope of Services of this RFP. This letter must incorporate the following:

- An acknowledgment of receipt of this RFP stating that it is understood that all conditions contained in this RFP may be incorporated into any resulting contract.
- A narrative statement of the Respondent's understanding of the MCIA's needs and goals.
- A statement that guarantees that the proposal is valid for 90 days from the date of receipt by the MCIA.

- A statement acknowledging that all information contained in the proposal is factual and accurate.
- A statement that the Respondent is in compliance with all applicable affirmative action regulations.
- A statement acknowledging that the individual signing the letter of transmittal has the authority to commit the firm to all the provisions contained in this RFP and the firm's corresponding proposal.

### 3.2.2.2 Qualifications (Section 2)

#### (a) Experience of the Firm

The Respondent must demonstrate the experience and qualifications of the firm. Respondent must provide the following:

- Brief history of the firm, highlighting the benefits the firm believes it can contribute to the MCIA.
- An explanation of fields of expertise.
- Any other information the Respondent deems pertinent and which demonstrates an ability to perform the requested services.

#### (b) Experience of Key Personnel

The Respondent must demonstrate the experience and qualifications of the firm and its professionals who will be performing work for the MCIA. Therefore, the Respondent shall provide the following:

- Resumes of the professionals who will be assigned and committed to the MCIA, identifying each professional's status in the firm, i.e., partner, associate, etc., and his or her applicable experience.
- A list of all immediate relatives of the Respondent who are MCIA employees or elected officials of the MCIA. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- Other information Respondent deems pertinent which demonstrates an ability to perform the requested services.

### 3.2.2.3 Legislative Compliance (Section 3)

The Respondent must submit disclosures as follows:

- A Certification of Political Contributions (Appendix B) according to Mercer County Ordinance No. 2004-14. This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a contractual agreement on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are

required to provide a sworn statement or certification that the professional business entity has not made a political contribution in violation of Section 1 of said Ordinance. A copy of Ordinance 2001-14 is contained in Appendix C.

- Any disclosures required by New Jersey Local Unit Pay to Pay Legislation, N.J.S.A. 19:44A-20.4 *et seq.*, P.L. 2005, c. 271, and any other applicable State of New Jersey legislation.
- Respondent's New Jersey Business Registration Certificate
- Respondent's Certificate of Employee Information Report
- Mandatory Affirmative Action Language (Appendix D)
- Statement of Ownership Disclosure (Appendix E)

#### 3.2.2.4 Fee Proposal (Section 4)

The respondent shall identify a proposed fee for the provision of the services described in this RFP. The Respondent should provide a not-to-exceed fee based on time and materials for the Project Needs Assessment Program and Schematic Design Report.

The Respondent shall also submit a fee structure to reflect a percentage of fee based on the Construction Cost Estimate ("CCE") provided by the Successful Respondent in the Schematic Design Report. Upon receipt of final bids for the work, the fee will be adjusted to the appropriate percentage of final construction cost based on the bids. The pricing ranges are as follows:

- % of fee based on CCE for Construction Costs up to \$20,000,000
- % of fee based on CCE for Construction Costs between \$20,000,001 - \$25,000,000
- % of fee based on CCE for Construction Costs between \$25,000,001 - \$27,000,000
- % of fee based on CCE for Construction Costs between \$27,000,001 - \$30,000,000
- % of fee based on CCE for Construction Costs over \$30,000,000

For example, if the cost of construction based on the CCE at the end of the Schematic Design phase is \$24,000,000, and the Successful Respondent's corresponding fee for that range (\$20,000,001-\$25,000,000) is 5.5%, then the fee for these services would be \$1,320,000.00. When the bids are received, if the actual bid cost is \$23,000,000, then the fee would be adjusted downward based on the percentage (in this case 5.5%) to a revised fee of \$1,265,000.00

The Respondent should itemize reimbursable costs. The reimbursable costs shall be included as a separate allowance and added to the total fee for the project. This allowance will be drawn upon as reimbursable costs are incurred. Travel, lodging and meals are not allowable reimbursable costs under this RFP. All reimbursable costs shall to be paid at 1.0 times the actual cost. Please also include a rate sheet for all personnel related to the project.

## **SECTION 4 - INSTRUCTIONS TO RESPONDENTS**

### 4.1 Submission of Proposals

Responses to this RFP must be submitted to, and be received by, the MCIA, by 2:00 p.m. Prevailing Time on October 18, 2022 (the “Due Date”). Submittals shall be sent to the Designated Contact Person’s street address noted in Section 1.3 of this RFP. Proposals received after 2:00 p.m. on the Due Date will not be accepted. Please include one original hard copy as well as a digital copy on a USB drive.

## **SECTION 5 - EVALUATION**

### 5.1 Evaluation of Proposals

The MCIA's objective in soliciting Proposals is to enable it to select a firm or organization that will provide high quality and cost-effective services to the MCIA. The MCIA will consider Proposals only from firms that, in the MCIA's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the County of Mercer and the Township of Hamilton in the manner described in this RFP.

In evaluating Proposals, the MCIA will consider which are the most advantageous for the MCIA and the residents of the County of Mercer and Hamilton Township. Among other things, the MCIA will consider:

1. Fee
2. Experience and reputation in the field;
3. Ability and availability to accommodate the professional needs of the MCIA;
4. Responsiveness to the Request for Proposal; and
5. Other factors determined to be in the best interest of the MCIA.

**Appendix A**

Fee Proposal Sheet

**REQUEST FOR PROPOSALS  
PROFESSIONAL DESIGN SERVICES  
HAMILTON TOWNSHIP MUNICIPAL BUILDING PROJECT**

**Proposal Pricing Sheet**

In accordance with the Request for Proposal for Design Services for the Hamilton Township Municipal Building Complex as issued by the Mercer County Improvement Authority on September 15, 2022, I \_\_\_\_\_, representing the firm \_\_\_\_\_, hereby provide the following pricing structure for the Scope of Services outlined in said Request for Proposal.

Phase 1 Services – Needs Assessment Program and Schematic Design Report

\$ \_\_\_\_\_ Lump Sum Fee

Phase 2 Services – Full Design Based on CCE

\_\_\_\_\_ % Fee based on CCE for Construction Costs up to \$20,000,000

\_\_\_\_\_ % Fee based on CCE for Construction Costs between \$20,000,001 - \$25,000,000

\_\_\_\_\_ % Fee based on CCE for Construction Costs between \$25,000,001 - \$27,000,000

\_\_\_\_\_ % Fee based on CCE for Construction Costs between \$27,000,001 - \$30,000,000

\_\_\_\_\_ % Fee based on CCE for Construction Costs above \$30,000,000

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Appendix B**

County of Mercer

Certificate of Political Contribution Form

**COUNTY OF MERCER**  
**Certification of Political Contributions**  
(Effective February 1, 2005)

**Professional Business Entity:** \_\_\_\_\_  
**Name and Position of Filing Officer:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**City/State/Zip Code:** \_\_\_\_\_

**Mercer County Ordinance No. 2004-14** This Ordinance, effective February 1, 2005, provides that all professional business entities seeking a professional services contract on a no-bid basis with the County of Mercer or any of its boards, independent authorities or commissions are required to provide a sworn statement or certification that the professional business entity has not made and will not make a political contribution in violation of said Ordinance.

**Certification** I, the undersigned, certify that:

- (1) I have reviewed Mercer County Ordinance No. 2004-14 and understand the terms therein.
- (2) The following individuals and/or entities have not solicited a political contribution or made a political contribution in violation of the provisions set forth in Mercer County Ordinance No. 2004-14 (*No-Bid Professional Services Contracts*) in excess of the limits set forth in said Ordinance: (i) the professional business entity identified above; (ii) all principals who own or control 10% or more of the equity of the corporation, partnership or professional business entity including principals, partners and officers in the aggregate; (iii) any subsidiaries directly controlled by the professional business entity; and (iv) if the professional business entity is a natural person, that person's spouse and/or child, living at the same address.
- (3) I am duly authorized and empowered to make this certification on behalf of the professional business entity and those others referenced above.
- (4) The foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment including, but not limited to, the penalty terms set forth in Mercer County Ordinance No. 2004-14.

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Appendix C**

County of Mercer Ordinance No. 2004-14, An Ordinance Amending the Administrative Code of Mercer County, New Jersey, Establishing a Prohibition on Awarding Professional Services Contracts to Certain Contributors to Political Campaigns

COUNTY OF MERCER, NEW JERSEY  
**ORDINANCE NO. 2004- 14**

1<sup>st</sup> Reading.. November.. 23,.. 2004....  
 2<sup>nd</sup> Reading.. December.. 16,.. 2004....  
 Public Hearing... December.. 16,.. 2004

Date to County Executive.. December.. 17., 2004

Date Returned.....

Date Adopted:

Date Resubmitted to Board.....

..... December 17, 2004 .....

Approved as to Form and Legality

Effective:.... February.. 1,.. 2005

*Joseph A. Crivley*  
 Deputy County Counsel

AN ORDINANCE AMENDING THE ADMINISTRATIVE  
 CODE OF MERCER COUNTY, NEW JERSEY,  
 ESTABLISHING A PROHIBITION ON AWARDING  
 PROFESSIONAL SERVICES CONTRACTS TO CERTAIN  
 CONTRIBUTORS TO POLITICAL CAMPAIGNS  
 (AMENDMENT NO. 9)

**WHEREAS**, the provisions of the New Jersey Local Public Contracts Law,  
N.J.S.A. 40A:11-1 et seq., permits the awarding of professional service contracts  
 without the requirement of public bidding; and,

RECORD OF VOTE													
First Reading							Second Reading						
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X						Cannon	X				✓	
Carabelli	X					✓	Carabelli	X					✓
Colavita	X				✓		Colavita	X					
Hamilton	X						Hamilton	X					
Mack				X			Mack	X					
Walter	X						Walter	X					
Muoio	X						Muoio	X					

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

Rejected  By *Ben W. H. [Signature]* .....

Approved  County Executive

Reconsidered  Override

By Board..... Vote Aye Nay

*Joseph M. Muoio*      *Terlene N. Worthy*  
 President of the Board      Clerk to the Board

# ORDINANCE NO. 2004-14

- 2 -

**WHEREAS**, it has become common for professional business entities to make political contributions to the election campaigns of county government elected officers having substantial influence or responsibility for the awarding of professional service contracts, or other contracts or agreements which are not subject to public bidding; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5 and N.J.S.A. 40:48-2, Counties have the right to establish rules and procedures for contracting with professional business entities; now, therefore,

**BE IT ORDAINED**, that the policy of the County of Mercer will be to set maximum amounts that a professional business entity may contribute to Mercer County political campaigns per year beyond which the professional business entity shall be deemed ineligible to receive a public professional service contract from the County of Mercer unless formal bids are received for such a contract.

# ORDINANCE NO. \_\_\_\_\_

- 3 -

## **Section 1: Prohibition on Awarding Public Contracts to Certain Contributors to Political Campaigns**

- (a) Any other provision of law to the contrary notwithstanding, the County or any of its purchasing agents or agencies or those of its boards, independent authorities and commissions, as the case may be, shall not enter into a professional service contract or otherwise contract to procure services with any professional business entity, if that entity has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, directly or indirectly, to a campaign committee or fund of any candidate for holder of a public office within Mercer County government having substantial influence or responsibility for the award of contracts, or to any Municipal or County party committee, or to any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County candidates or officeholders, in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
  
- (b) No professional business entity which enters into negotiations for, or agrees to, any contract or agreement with the County or any department or agency thereof, or of its boards, independent authorities or commissions for the rendition of professional services or any other no-bid consulting, shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, directly or indirectly, to any Mercer County candidate or holder of public office having substantial influence or responsibility for the award of contracts, or to any Municipal or County party committee, or to any PAC that is organized for the purpose of promoting or supporting Mercer County candidates or County officeholders, between the time of first communications between that business entity and the County regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

# ORDINANCE NO. 2004-14

- 4 -

- (c) For purposes of this Ordinance, a “professional business entity” seeking a public contract means an individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, organization, joint venture, limited liability company, association or other legal entity. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
  
- (d) Any individual meeting the definition of “professional business entity” under this section may annually contribute a maximum of \$400.00 each for any purpose to any candidate for County Executive, Freeholder, County Clerk, Sheriff and Surrogate, or \$400.00 to a Municipal or County party committee, or to a PAC referenced in this Ordinance, without violating subsection (b) of this section. However, any group of individuals meeting the definition of “professional business entity” under this section, including such principals, partners, and officers of the entity in the aggregate, may not annually contribute for any purpose in excess of \$2,500.00 to all Mercer County candidates and officeholders having substantial influence or responsibility for the award of contracts, and all Municipal or County party committees and PACs referenced in this Ordinance combined, without violating subsection (b) of this section.
  
- (e) For purposes of this section, the holder of a public office having substantial influence or responsibility for the award of any public contract shall be:

# ORDINANCE NO. 2004-14

- 5 -

- (1) The Mercer County Board of Chosen Freeholders, if the contract requires approval or appropriation from the Board of Freeholders;
  - (2) The Mercer County Executive, if the contract requires approval of the County Executive, or if a public officer who is responsible for the award of a contract is appointed by the County Executive; and,
  - (3) The Mercer County Sheriff, Surrogate and County Clerk, who may make recommendations for the award of a contract for a particular professional business entity.
- (a) "Professional Services" shall have the same meaning as set forth in the Local Public Contracts Act, N.J.S.A. 40A:11-1 et seq.
- (b) The limitations set forth in (d) shall not apply in the event the subject contract is offered to the lowest responsible, qualified bidder after public advertising for bids and quotes, pursuant to the provisions of the competitive contracting requirement of the Local Public Contract Act, N.J.S.A. 40A:11-1 et seq.

# **ORDINANCE NO. 2004-14**

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## **Section 2: Contributions Made Prior to the Effective Date**

No contribution of money or any other thing of value, including in-kind contributions, directly or indirectly, made by a professional business entity to any candidate for County Executive, Freeholder, County Clerk, Sheriff or Surrogate, or Municipal or County party committee or PAC referenced in this Ordinance shall be deemed a violation of this section, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

## **Section 3: Contribution Statement by Professional Business Entity**

- (a) Prior to awarding any contract or agreement to procure services, including banking or insurance coverage services, with any professional business entity, the County or any of its purchasing agents or agencies, boards, independent authorities or commissions, as the case may be, shall receive a sworn statement or certification from the professional business entity made under penalty of perjury that the bidder or offer has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The professional business entity shall have a continuing duty to report any violations of this Ordinance to the office of the Mercer County Inspector General that may occur during the negotiation or duration of a contract. The sworn statement or certification required under this subsection shall be made prior to entry into the contract or agreement with the County and shall be in addition to any other sworn statements or certifications that may be required by any other provision of law.

# ORDINANCE NO. 2004-14

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## Section 4: Return of Excess Contributions:

- (a) A professional business entity may cure a violation of Section 1 of this Ordinance if, within 30 days after the general election, the professional business entity notifies the Clerk to the Board of Freeholders in writing and seeks and receives reimbursement of a contribution from the County candidate, or Municipal or County party committee, or PAC referenced in this Ordinance.
- (b) A County candidate or officeholder or Municipal or County party committee or PAC referenced in this Ordinance may cure a violation of section 1 of this Ordinance if, within 30 days after the general election, the County candidate or officeholder, or Municipal or County party committee, or PAC notifies the Clerk to the Board of Freeholders in writing and makes reimbursement of the contribution from the business entity referenced in this Ordinance.

## Section 5: Penalty

- (a) All Mercer County professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b), or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

# **ORDINANCE NO. 2004-14**

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- (b) Any professional business entity as defined in Section 1(c) who knowingly fails to reveal a contribution made in violation of this Ordinance, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be disqualified from eligibility for future Mercer County contracts for a period of four calendar years from the date of the violation.

## **Section 6: Severability and Effectiveness Clause**

If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a Court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

## **Section 7: Effective Date**

This Ordinance shall become effective on February 1, 2005. The Office of the Mercer County Inspector General is hereby charged with the implementation of this Ordinance by the effective date.

**Appendix D**

Mandatory Affirmative Action Language

(REVISED 4/10)

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

**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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**  
(continued)

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Appendix E**

Statement of Ownership Disclosure

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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