

REQUEST FOR PROPOSALS

**CONSTRUCTION MANAGEMENT
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:

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

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

"Respondent" or "Respondents" refers to the interested firm(s) that submits a response to the RFP.

"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 construction management 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

	ACTIVITY	DATE
1.	Issuance of Request for Proposal	September 15, 2022
2.	Questions on RFP Due	September 26, 2022
3.	RFP Due Date	October 18, 2022
4.	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. 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 26, 2022. Please include the words “RFP for Construction Management Services – Hamilton Municipal Complex Project” in the heading of the email.

Allan C. Collins, Deputy Executive Director
Mercer County Improvement Authority
80 Hamilton Avenue, 2nd Floor
Trenton, New Jersey 08611
acollins@mercercounty.org

Responses to this RFP must be submitted to, and be received by, the MCIA, by 10:00 a.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 10:00 a.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). 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.

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) 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 MCIA 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 - CONSTRUCTION MANAGER'S SCOPE OF SERVICES

2.1 PRE-CONSTRUCTION PHASE SERVICES

The Construction Manager's ("CM") services shall consist of providing the following Pre-Construction Phase services as required.

2.1.1 Project Review

The CM shall meet with the MCIA, The Township of Hamilton, the Architect and any other design team members to fully understand the program, the design documents, the Project scope and all other pertinent aspects of the Project.

2.1.2 Project Budget

The CM shall provide preliminary evaluation of the program and Project budget requirements. The CM shall also provide, as needed, cost evaluations of alternate materials and systems.

2.1.3 Consultation During Project Development

The CM shall assist the architect and the Project Team during the initial Needs Assessment Program that will be developed by the Architect. The CM shall attend meetings with the Township and School Board staff and assist the Architect in gathering various data. The CM shall conduct and take minutes for regularly scheduled bi-weekly meetings with the Architect and consultants during the design phases established by the contract between the MCIA and the Architect to advise them on matters relating to site use, improvements, selections of materials, building methods, construction details, building systems and equipment, phasing and sequencing.

2.1.4 Value Analysis

The CM shall assist the MCIA and Architect with value analysis/value engineering that result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist the Architect to achieve an appropriate balance between costs, aesthetics and function.

A formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their corresponding cost savings shall be presented to the MCIA and Architect.

2.1.5 Constructability Review

The CM shall review the design when at an appropriate level as to constructability, which for this project will be 60% and 90% construction documents. With respect to constructability, the CM shall submit a written report to both the MCIA and the Architect. At a minimum, the report shall contain: (1) a description of the constructability issues with background information; (2) a summary of the CM's in-depth study/research; and, (3) written recommendations for addressing the issues.

2.1.6 Construction Cost Model/Estimates

The CM shall develop a Project budget/cost model (“CM Cost Model”) which shall be updated at the end of each design phase (schematic, design development, construction documents) during which the CM is performing Pre-Construction Services.

Each CM Cost Model update must contain a statement of the total amount determined under that construction cost model to be the total construction costs for the Project in accordance with the Architect’s program. In instances where the construction costs exceed the Project budget, the CM shall make recommendations for corrective action.

Each CM Cost Model update will be reviewed by the Architect and the MCIA for reasonableness and compatibility with the amount available for construction. Meetings between the MCIA, Architect and Construction Manager will be held to resolve questions and differences that may occur between the Architect’s Probable Construction Costs and the CM Cost Model update.

2.1.7 Coordination of Contract Documents

The CM shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The CM shall notify the MCIA and the Architect in writing upon observing any features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous.

2.1.8 Bidding and Contractor Pre-Qualification

The CM shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The CM shall also make recommendations for actions designed to minimize adverse affects of labor shortages.

The CM shall make recommendations for the pre-qualification criteria for all trade contractors and develop bidder interest in the Project. The CM shall assist and coordinate in preparing and issuing bid documents, conduct pre-bid conferences and assist the Architect with the receipt of questions from bidders and the issuance of addenda.

The CM shall also, with the Architect’s assistance, receive bids, prepare bid analyses and make recommendations to the MCIA for award of contracts or rejection of bids. The CM shall also assist the MCIA in preparing construction contracts and advising on the acceptability of subcontractors and material suppliers proposed by the contractors.

2.1.9 MBE/WBE Trades

The CM shall be responsible for endeavoring to develop reasonable minority and women-owned business enterprise participation for the Project. The MCIA has set a goal of 25% participation by MBE/WBE entities for this project. This includes but is not limited to participation of contractors, subcontractors, material suppliers, manufacturers and design consultants.

2.1.10 Methods for Awarding Contracts

The CM shall advise the MCIA on the separation of the Project into contracts for various categories of work, as well as advise on the method to be used for selecting contractors and awarding contracts. If

separate contracts are to be awarded, the CM shall insure the work of the separate contracts is coordinated, all requirements for the Project have been assigned to the appropriate contractor and proper coordination has been provided for phased construction.

2.1.11 Duration of Pre-Construction Services

It is anticipated that the design phase of the Project will take approximately 12 months as follows:

Needs Assessment/Schematic Design Phase	120 days
Design Development Phase	90 days
Construction Documents Phase	90 days
Bidding/Award GC	<u>60 days</u>
Total Duration	360 days

2.2 CONSTRUCTION PHASE SERVICES

The construction phase shall commence with the award of the initial construction contract and, together with the CM's obligation to provide services under the agreement, shall end thirty (30) days after final payment to all contractors is made. The following CM Construction Phase services shall be required to affect the complete construction of the Project.

2.2.1 Project Schedule

The CM shall monitor the contractor's critical path method (CPM) schedule utilizing accepted standard computer-based software within thirty (30) days of a Notice-to-Proceed for the Construction Phase.

The CM shall review the plan and schedule each month. An updated Project schedule shall be furnished showing actual completed work at the end of each month with respect to the entire Project. The CM shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review the schedule for work not started or incomplete and take the action necessary to meet the required completion date.

2.2.2 On-Site Coordination/Management

2.2.2.1 The CM's on-site representatives shall manage the work of the trade contractors and coordinate the work with the activities and responsibilities of the Architect and MCIA to complete the Project in accordance with the MCIA's objectives of costs, time, quality and safety. The CM shall not be responsible for the contractor's construction means and methods.

The CM shall maintain a competent and adequate staff approved by the MCIA at the Project site to coordinate and provide adequate direction of the work, and to monitor progress of the contractors on the Project at all times. It is anticipated that the staff will be on site full time for a period of five working days per week during the construction of the Project.

It is understood that the designated and approved on-site resident CM representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM. The MCIA reserves the right to request the removal and replacement of any on-site representative at its reasonable discretion.

2.2.2.2 The CM shall establish and implement procedures for preparing daily progress reports by field personnel, change order status reports, material/equipment status reports and shop drawing submittals logs. The CM shall implement actions to be taken to correct deficiencies and implement such corrective actions as deemed appropriate.

2.2.2.3 The CM shall monitor daily construction activity and inspect the work to ensure that it complies with the contract documents. The CM shall coordinate any third-party inspections required by others. The CM shall insure that all job safety measures are current and being implemented. The CM shall inspect the site for cleanliness daily and report any infractions or clean up issue to the contractor for correction.

2.2.2.4 The CM shall require all trade contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, the names of all workers on site, a summary of work performed, information required, status of change orders, T&M work, materials received, and safety incidents. Such documents shall be available for review by the MCIA. A copy of the same shall be provided to the MCIA.

2.2.2.5 The CM shall assist the contractors in the coordination of all on-site activities, including compliance with all federal, state and local permits. The CM shall not be responsible for the contractor's construction means and methods.

2.2.2.6 The CM shall be responsible for advising the Architect and MCIA at the commencement of any work requiring shop drawings or sample approval, if such approvals have not been granted.

2.2.2.7 The CM shall notify the Architect, the MCIA and contractors of any contract deviation, unacceptable work or known defective material. The CM shall not authorize any deviation from the contract documents or approve any substitute materials without the consent of the Architect and the MCIA. The CM shall not assume the responsibility to accelerate the work, nor issue directives relative to any aspect of the means, methods, techniques, sequences or procedures of construction, unless such specifically authorized by the MCIA.

2.2.2.8 The CM shall conduct job progress meetings for the purpose of facilitating progress and resolving disputes. Progress meetings are to be scheduled bi-weekly or as required by the progress of construction. The CM shall also conduct coordination meetings with contractors as necessary. The CM shall be responsible for notifying attendees of the time and location of the meetings, preparing and disseminating the minutes to such meetings to allow for review, comment and/or correction as necessary.

2.2.3 Requests for Information

The CM shall be responsible for developing and implementing a Request for Information ("RFI") log for use on the Project. The CM will be responsible for logging and reviewing all RFIs prior to submission to the MCIA and the Architect. The CM is to ensure that the RFIs submitted are appropriate and not frivolous.

The CM shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase in a timely manner until they are processed by the Architect and/or the MCIA. The CM shall develop an RFI aging report which is to be submitted to the MCIA at each progress meeting.

2.2.4 Contractor's Applications for Payment

The CM shall review the contractor's applications for payment for compliance with the contract and with established procedures for submission and forward them to the MCIA with recommendations for payment.

2.2.5 Project Photographs

The CM shall submit progress photographs monthly in sufficient detail to properly record the work.

2.2.6 Cost Control

The CM shall develop and maintain an effective system of Project cost control. The CM shall refine and update the approved budget, incorporate MCIA approved changes as they occur, and develop reports and forecasts as needed, or as directed by the MCIA. The CM shall identify variances between actual and estimated costs and advise the MCIA whenever projected cost exceeds allowances or estimates.

The CM shall check and supervise all material deliveries, equipment and labor entering the work site. The CM shall maintain cost accounting records on authorized work performed under unit costs, or other bases requiring accounting records, afford the MCIA access to these records and preserve them for a period of three (3) years after final payment.

2.2.7 Quality Control/Inspection

The CM shall perform quality control inspections on the work of the trade contractors to guard the MCIA against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Architect. The CM shall advise the Architect of any apparent variation or deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations from the intent of the Contract Documents.

2.2.8 Project Safety

The CM shall develop and implement a Project safety program in accordance with the applicable OSHA, state and local regulations. The CM shall report to the MCIA, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.

2.2.9 Change Orders

The CM shall develop and implement a system for review, negotiation, and processing of proposed change orders. The CM shall, with complete supporting data, recommend necessary desirable changes to the MCIA and the Architect for approval.

2.2.10 Shop Drawing Review/Processing

The CM shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals, including the projected lead time on the CPM schedule. The CM shall review this system with the MCIA and the Architect, and obtain the MCIA's approval prior to implementation.

The CM shall be responsible for tracking and monitoring all shop drawings/submittals throughout the construction phase until all shop drawings/submittals have been approved, by the Architect.

2.2.11 Project Site Documents

The CM shall devise, implement and maintain at the Project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, RFIS, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the contract or the work. These documents shall be readily available to the MCIA at any time during the performance of this contract.

In addition, the CM shall keep an "Owner's File" on site which shall contain all such documents, submittals and reports as required by this RFP and contract documents for use by the MCIA. Such "Owner's File" shall be turned over to the MCIA at the completion of the Project.

2.2.12 Punch List

The CM shall coordinate the preparation of a punch list by the Architect at the conclusion of construction, and invite review by the MCIA's operational personnel. The CM shall assure timely completion of the punch list and recommend to the MCIA the time and nature of acceptance of the completed work and the list of items to be completed or corrected.

Upon completion of the punch list work by the contractors, the CM shall provide the MCIA with written notice that the Architect has certified that the work has been completed in accordance with the contract documents. The CM shall recommend final payment to each contractor and shall give notice to the MCIA that the contractor's work is complete.

2.2.13 Reports

The CM shall prepare the following reports to the MCIA on the status of construction, including updated copies of all logs maintained at the site for change orders, claims, submittals, etc.

2.2.13.1 Daily Reports

The CM shall compile a summary daily report consisting of the following for submittal to the MCIA:

- *The CM's Daily Diary* - The CM shall maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, Project progress. The diary shall record weather data, visitors and include a detailed list of all material deliveries to the site. The diary shall be available to the MCIA at all times and shall be turned over to the MCIA upon completion of the Project.
- *Contractor's Daily Report* - The construction contractor's daily report describing the construction activities of the day along with manpower and equipment usage, including that of the subcontractors.

2.2.13.2 Monthly Reports

The monthly report by the CM is to include, but not be limited to, the items noted below.

- *Project Status* - Overall summary of the status to date for the Project inclusive of information on the trade contractors' work and the percentage of completion for the Project.

- *Schedule* - Revised Project schedules with a summary statement as to the status of construction for the Project, and major milestones (achieved and slipped), including a discussion of each slippage and proposed recovery plan.
- *Cost Status* - Overall summary of the financial status of the Project.
- *Change Orders* - A summary statement as to the status of change orders for the Project inclusive of potential change orders, approved and rejected/voided change orders, as well as change order which require the MCIA's immediate attention.
- *Shop Drawings/Submittals and RFI's* - A summary statement as to the status of shop drawings/submittals and RFIs for the Project inclusive of items requiring the MCIA's and/or the Architect's immediate attention.
- *Quality Control/Inspections* - A summary statement as to the status of quality control/inspections for the Project including, but not limited to, number and type of inspections made, overall project quality to date, and recommendations.
- Current construction and cost issues with proposed solutions for resolution.
- A copy of the monthly photographs highlighting the current progress, as necessary.
- 30 and 60 day look ahead report.
- A safety/accident report.
- An M/WBE and local contractor participation report.

2.2.14 Contract Close-Out

The CM is responsible to ensure compliance by the contractor with all contract close-out items per the contract documents. The CM shall obtain data from trade contractors and maintain a current set of as-built drawings, specifications and operating manuals. The CM shall also coordinate the testing and start-up of all systems and assist the MCIA in the close out of all permits and other responsibilities to federal, state and local agencies.

The CM is to work closely with the MCIA as to the procedures and schedule for contract close-out and the contractual obligations therein.

At the completion of the Project and before final payment, the CM shall deliver all such records to the MCIA along with a complete set of as-built drawings for use by the Architect in preparing record drawings.

2.2.15 Duration of Construction Phase Services

It is anticipated that the Construction Phase Services will last 24 months from NTP to the Contractor in order to achieve a Certificate of Substantial Completion and an additional 30 days for Close out and Final Completion.

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 each phase of the Project (Pre-Construction, Construction, Close Out). 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 MCI, by 10:00 a.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 10:00 a.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, the residents of the County of Mercer and the Township of Hamilton. 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
CONSTRUCTION MANAGEMENT SERVICES
HAMILTON TOWNSHIP MUNICIPAL COMPLEX 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 – Preconstruction Services

\$ _____ Lump Sum Fee

Phase 2 – Construction Services

\$ _____ Lump Sum Fee

Phase 3 – Project Close Out

\$ _____ Lump Sum Fee

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

1st Reading.. November.. 23,.. 2004....
 2nd Reading.. December.. 16,.. 2004....
 Public Hearing... December.. 16,.. 2004

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

Date Adopted:
 December 17, 2004

Date Resubmitted to Board.....
 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. J.*
 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

- 6 -

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

- 7 -

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

- 8 -

- (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)

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:	