County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

CONSULTING SERVICES FOR ELEVATOR UPGRADES FOR THE COUNTY OF MERCER

Located At

640 SOUTH BROAD STREET
TRENTON, NEW JERSEY

To Be Received On
February 25, 2009

Prepared By:

[Insert Date]

RFP2009-01BG

COUNTY OF MERCER
NOTICE OF REQUEST FOR PROPOSALS
RFP #2009-01BG

Exempt Services
The County of Mercer is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

CONSULTING SERVICES FOR ELEVATOR UPGRADES FOR THE COUNTY OF MERCER

Mercer County requires submission by February 25, 2009 at 11:00 in the Office of Purchasing, Room 109, 640 S. Broad Street, Trenton, New Jersey. Late submissions will not be accepted. Submit Proposals to:

Marcella Longo
Purchasing Agent
Department of Purchasing
640 S. Broad Street, Room 109
PO Box 8068
Trenton, NJ 08650-0068

Specifications and instructions may be obtained in the Department of Purchasing or on the County Website at http://nj.gov/counties/mercer/exempt/.

It is the responsibility of prospective respondent's to check this website for any addenda issued prior to the proposal opening. Failure to do so could result in the rejection of your submission.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.) A copy of your New Jersey Business Registration Certificate is requested with your proposal.

Marcella Longo, QPA
County of Mercer

CONSULTING SERVICES FOR ELEVATOR UPGRADES
FOR THE COUNTY OF MERCER
MERCER COUNTY BUILDINGS & GROUNDS
300 SCOTCH RD., BLDG ONE
WEST TRENTON, NJ 08628
ATTENTION: EDWARD URBANIK
(609) 530 7504

Project Description

The County of Mercer requests consulting services for the initial survey, permit application, development of plans and specifications for the bid announcement, and project oversight for full scale upgrades to two OTIS (installed in 1964) geared traction elevators in the McDade Administration Building, 640 South Broad Street, Trenton, New Jersey. The cab upgrades must comply with the American with Disabilities Act and all applicable codes and standards as promulgated by the New Jersey Bureau of Code Services, Elevator Safety Unit and all applicable construction codes. The elevator subcode is regulated under the Uniform Construction Code in Subchapter 12.

The awarded firm shall provide Program Verification and validation of existing site conditions, Pre-Design Investigation, code-required inspection and testing, Schematic Design, Design Development, Project Estimate, Construction Document Preparation, Pre Bid, Bid and Award Support, Conformed Documents for Construction Phase, Post-Construction Phase, Review of O&M Manual and Extra Services and Additional Services if necessary. During the construction period, provide on-site construction administration services each week, including attendance at progress meetings, written field reports of each site visit, on-site representation comprised of the firm and its consultant staff involved in the primary design of the project, all having relevant and appropriate type experience. The consultant shall provide bid documents and drawings, signed and sealed by a New Jersey Licensed architect and/or New Jersey Licensed Professional Engineer as required by the City of Trenton, New Jersey.

A/E firm shall have firm understanding and knowledge of ASME 17.1 2004 Edition with 2005 Addenda and supplement and UCC Subchapter 6 and NEC 2005. To the extent possible A117.1 2003 Edition and IBC 2006 New Jersey addition.

DEVICES: Two (2) Geared Traction Passenger Elevators
Five (5) floors

The awarded firm shall provide the following:

1. **SITE SURVEY**
   Provide the initial survey for the elevator system recommendations.

2. **PREPARATION OF PLANS, SPECIFICATIONS, PERMIT APPLICATION, BID DOCUMENTS AND PROJECT OVERSIGHT**

Prepare plans, specifications and permit applications as required by the New Jersey Bureau of Codes Services, Elevator Safety Unit. Provide 10 copies of signed and sealed bid documents.

3. **PRE-BID VENDOR MEETING**
   Facilitate a site meeting with representatives from Mercer County and the authorized bidders for purposes of discussing the scope of work and formulate Response for addenda.

4. **BID RESPONSE ANALYSIS AND AWARD RECOMMENDATION**
   Once final bids have been submitted, Consultants will prepare a comprehensive analysis of all bids.

5. **PROJECT MONITORING**
   Provide project oversight from commencement through completion and provide written progress reports to project management.

The proposed project-monitoring schedule is based upon the assumption that each elevator would be modernized sequentially until both elevators are completed.

6. **FINAL INSPECTION AND SIGN-OFF**
   Perform subsequent inspection as required after the project completion date to ensure that the modernization equipment is operating in accordance with the specifications and that all punch-list items have been properly addressed.

Respondents shall provide a detailed schedule of rates for work that may be requested at additional County Facilities.

PROFESSIONAL SERVICE CONFLICT STATEMENT
Specifications shall not reference "pre-approval" or "pre-qualification" of an equivalent product prior to the submission of bids.

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

Evaluation Criteria for Selection
Demonstrated ability to meet Owner's programmed project vision, scope, budget, and schedule on previous projects. Previous experience compatible with the proposed project (e.g., type, size). Relevant past work of prospective firm's proposed consultants. Past performance of prospective firm and its proposed consultants. Qualifications and experience of individuals directly involved with the project. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants. Design quality and demonstrated ability of prospective firm. Proposer's apparent resources and capacity to meet the needs of this project. Respondents ability to provide services within the budget and on-time.

Selection Criteria
Proximity of primary A/E firm office where majority of work is to be performed in relationship to project site

- Current Workload
- Cost of Services for all Phases of Project through Completion
- Project Design Lead Experience and ability to meet needs of owner
- Project Management Lead Experience to manage scope, budget and schedule
- Technical Staff Experience / ability of technical staff to develop construction documents
- Construction Project Administration Experience and the ability to identify / resolve issues during construction
- Consultant Qualifications and Experience / ability to effectively perform the work
- Budget & Schedule Management Performance in completing projects within original budget and schedule limitations
- Verifiable Experience with Similar Project Type

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

It is the respondents responsibility that proposals are presented to the County at the time and at the place designated. Proposals may be hand delivered or mailed; however, the County disclaims any responsibility for regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Proposals received after the designated time and date shall be returned unopened.

2.3 Using Department Information

The Using Department for these services is Mercer County Buildings and Grounds.

2.4 County Representative for this Solicitation

Please direct all questions in writing to:

Marcella Longo
Purchasing Agent
Department of Purchasing
640 S. Broad Street, Room 109
PO Box 8068
Trenton, NJ 08650-0068
FAX: 609 989 6733

2.5 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.6 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to provide may require rejection.

Prompt Payment of Construction Contracts P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery

or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.
The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.
The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Pay to Play
Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Plan Review
Architects and Engineers shall forward final drawings and specifications to the respective Municipal Building Official for approval prior to bid.

2.8 Multiple Proposals Not Accepted

2.9 Termination of Contract
If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.10. Ownership of Material
The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared

for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplies on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary professional. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of client
- Contact person's name, position, and current telephone number
- Dates, cost and scope of service
- Firm Location
- Name of Engineering Firm providing signed and sealed bid documents and drawings
- Proximity of primary firm office where majority of work is to be performed in relationship to project site
- Detailed Budget and Cost of Services for all Phases of Project through Completion
- Project Design Lead Experience and ability to meet needs of owner
- Project Management Experience to manage scope, budget and schedule
- Technical Experience and ability of technical staff to develop survey and bid documents
- Provide Construction Project Administration Experience and the ability to identify / solve issues during construction
- Consultant Qualifications and Key Discipline Experience to effectively perform the work
- Verifiable Experience with Similar Project Type
- Ability to provide service on time and within budget, provide three projects referencing the scope of work, contract award, contractor award, budget and change orders for awarded contractor

5. Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the submittal date. The owner may either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

5.4 Payment

Payment will be made on presentation of owner's voucher duly signed and executed. Term of the contract: Through Project Completion.

5.5 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements _____

Scope of Work _____

Qualification Statement _____
With references

Evaluation Criteria _____

Non-Collusion Affidavit _____

Stockholder Disclosure _____

Affirmative Action Statement _____

Affirmative Action Mandatory Language _____

Americans with Disabilities Act Mandatory Language _____

Business Registration Certificate to be supplied with RFP _____

Proposal Cost Form With Detailed Budget _____
With Detailed Budget

Schedule of Hourly Rates and Reimbursables _____
For Additional Work

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)
** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
ACCEPTABLE BY THE COUNTY OF MERCER

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS_____

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

OR

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

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship
☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership
☐Subchapter S Corporation ☐Non-Profit Corporation

This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Signature_____ Date_____

Printed Name & Title_____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

For those wishing the complete context of the EEOC Guidelines, contact the Office of Economic Development and Sustainability at 609-989-6555, 640 South Broad Street, Trenton, NJ 08650-0068.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation and General and or Professional Liability (As required by the County) in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate and Automobile Insurance and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County when required at the County's option. In all cases where a Certificate of Insurance is required, the County is to be named as an additional insured.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

_____

Dated and Signed

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, _____ of the City of_____,
in the County of_____, and the State of_____,

of full age, being duly sworn according to law on my oath depose and say that:

I am_____

of the firm of_____
bidder making the proposal for the above named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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

_____
(Name of Vendor)

Subscribed and sworn to before me
This_____day of_____, 20____.

_____
(Signature of Notary Public)
Notary Public of_____
My Commission expires_____, 20___

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

CONSULTING SERVICES FOR ELEVATOR UPGRADES FOR THE COUNTY OF MERCER
CONTRACT LENGTH: THROUGH PROJECT COMPLETION

_____

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

Respondents, in addition to the following, shall provide a detailed schedule of rates for similar services beyond the scope of work as requested in this RFP.

1. **SITE SURVEY**
   Analyze each elevator system to determine modernization planning and competitive bid solicitation requirements
   $_____

2. **PREPARATION OF PROJECT ESTIMATE PERMIT APPLICATION, DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS**
   Prepare signed and sealed drawings and specifications and permit application if required (10 set minimum and additional sets if required)
   $_____

3. **PRE-BID VENDOR MEETING**
   Facilitate a pre-bid meeting with representatives from Mercer County and bidders
   $_____

4. **BID RESPONSE ANALYSIS AND AWARD RECOMMENDATION**
   $_____

5. **PROJECT MONITORING**
   Construction Project Management, submission of drawings and approvals
   $_____

6. **FINAL INSPECTION AND SIGN-OFF**
   Perform inspection, assure that all punch-list items have been addressed and completed, review and approve O & M Manual
   $_____

GRAND TOTAL
$_____

_____

GRAND TOTAL IN THE WRITTEN WORD

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at_____

COMPANY_____

ADDRESS_____

ADDRESS_____

FEDERAL I.D. OR SS#_____

PRINT NAME_____

TELEPHONE _____

TELEFASCIMLE_____

E-MAIL_____

DATE_____

RESPONDENT HAS INCLUDED A SCHEDULE OF HOURLY RATES FOR ADDITIONAL WORK THAT MAY BE REQUESTED FOR COUNTY SITES

YES ☐

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

PROFESSIONAL BUSINESS ENTITY:

NAME AND POSITION OF FILING OFFICER

_____

BUSINESS ADDRESS: _____

CITY STATE AND ZIP CODE: _____

Refer to the attached link:
http://nj.gov/counties/mercer/news/publications/pdf/2004_14_ordinance.pdf

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.

NAME:_____

TITLE:_____

DATE:_____

COUNTY OF MERCER
Disclosure of Political Contributions

Professional Business Entity: _____

Pursuant to Mercer County Ordinance No. 2004-14 all professional business entities with which the County of Mercer or any of its boards, independent authorities or commissions intends to award professional services contracts on a no-bid basis are required to disclose, among other things, all political contributions made within the twelve month period immediately preceding the date of the awarding of the contract or agreement to (1) a campaign committee or fund of any candidate for or holder of a public office within Mercer County government; (2) any municipal or county party committee; or (3) any political action committee (PAC) that is organized for the purpose of promoting or supporting Mercer County government candidates or officeholders. **Indicate "none" if no such contributions have been made.**

A separate Disclosure must be submitted by each of the following, defined as a "Professional Business Entity" under the Ordinance:

(i) a professional business entity submitting a Disclosure on its own behalf;
(ii) all principals who own or control 10 % or more of the equity of the corporation, partnership or professional business entity;
(iii) any subsidiaries directly controlled by the professional business entity; or
(iv) if a professional business entity is a natural person, that person's spouse and/or child, living at the same address.

Pertaining to Disclosure of Political Contributions to any political action committee (PAC) that is organized for the purpose of promoting/supporting Mercer County candidates/officeholders. Indicate "none" if no such contributions have been made.

Name of Political Action Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	Purpose of Political Action Committee

Pertaining to Disclosure of Political Contributions to: any candidate committee and/or election fund of any candidate for or current holder of a public office within Mercer County government; and any municipal or county political party committee. Indicate "none" if no such contributions have been made.

Name of Committee or Fund	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Cash, Check, Loan, In Kind	

I have reviewed Mercer County Ordinance No. 2004-14 and understand its terms. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true and that I am duly authorized to make this certification. I am aware that if any of the statements are wilfully false, I am subject to punishment.

Company or Professional Business Entity:

By: _____

Name:_____

Title:_____

Date:_____

Relationship to Professional Business Entity: (See ii, iii and iv above)

If ii applies, list principals and % of ownership or control: _____

If iii applies, name and address of subsidiary: _____

If iv applies, name of spouse and/or child: _____