

FRANKLIN TOWNSHIP BOARD OF EDUCATION

Request for Proposal: Architectural Services

Sealed Proposal must be received at:

Franklin Township Board of Education
1755 Amwell Road
Somerset, NJ 08873

By

March 30, 2012

NOTICE OF REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

NOTICE is hereby given that sealed proposals will be received by the Franklin Township Board of Education, County of Somerset, for Architectural Services.

Proposal packages are available at the Board of Education's Business Office, 1755 Amwell Road, Somerset, New Jersey, 08873 Monday through Friday between the hours of 8:30 am and 3:30 pm or at <http://www.franklinboe.org/Page/6552> .

All sealed proposals to be received at the Business Office of the Board of Education, 1755 Amwell Road, Somerset, New Jersey 08873: **ATTENTION: John Calavano**, Assistant Superintendent for Business / Board Secretary, up to **10:00 a.m.**, prevailing time on **March 30, 2012**.

The Board of Education advises all Architects to take notice and be aware that it reserves the right to reject any and all proposals if it is in the interest of the Board to do so.

Architects are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

If you have any questions, please contact the Business Office at (732) 873-2400.

John Calavano, RSBA
Assistant Superintendent for Business/ Board Secretary

SPECIFICATION AND REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

INSTRUCTION TO ARCHITECTS

1. EXECUTIVE SUMMARY

This Request for Proposal (RFP) documents the Franklin Township Board of Education's need for an Architect to address the Board's needs for architectural services.

The Franklin Township Board of Education performs the important function of providing education to Franklin's school children. With the responsibility of providing a public education, the Franklin Township Board of Education must be vigilant in maintaining safe buildings and planning for expansion in the district.

Franklin Township provides a full range of educational services appropriate to pre-kindergarten through grade twelve including regular and special education programs. The school district serves one high school for grades 9-12, one middle school for grades 7-8, one school for grades 5-6, and six Pre-K through Grade 4 elementary schools. The projected student population for 2012-2013 is 8,008. The school community enjoys a population representative of diverse economic, ethnic, racial, and social backgrounds. Further information on the district can be obtained from the district webpage at <http://www.franklinboe.org>.

2. GENERAL INFORMATION

A. RECEIPT AND OPENING OF PROPOSALS

Proposals will be received by the Assistant Superintendent for Business / Board Secretary of the Board of Education, prevailing time at 11:00 a.m. on March 30, 2012, at the Business Office, 1755 Amwell Road, Somerset, New Jersey, 08873.

Please submit one original and six copies.

All proposals must be submitted in sealed envelopes bearing on the outside the words "ARCHITECTURAL SERVICES", the name of the Architect its address, and phone number. The Architect assumes the risk of any delay in the mail or in the handling of the mail by employees of the Board of Education. Whether by mail or by means of personal delivery, the Architect assumes responsibility for having its proposal deposited with the Assistant Superintendent for Business, or his designated representative.

Any proposal received after the time and date specified will not be considered.

No Architect may withdraw a proposal within sixty (60) days after the actual date of the opening thereof.

B. PREPARATION OF PROPOSAL

Proposals should be concise and clear. Proposals must be complete; failure to include all required information may result in disqualification or lower evaluation rankings.

Responses to the RFP will be the primary source of information used in the evaluation process. However, the Franklin Township Board of Education may:

1. Contact any applicant to clarify any response.
2. Contact any user of an applicant's services.
3. Solicit information from any available source concerning any aspect of the proposal.
4. Seek and review any other information it deems pertinent to the evaluation process.

C. COSTS

Costs should be proposed as a percentage fee of a project to be awarded. A percentage is to be provided for new construction and renovations. The percentage can be provided on a sliding scale based on the total award dollars for a project.

1. New Construction _____%
2. Renovations _____%

A schedule of fees should also be provided for any additional ad-hoc requested work:

<u>TITLE</u>	<u>RATE PER HOUR</u>	<u>TITLE</u>	<u>RATE PER HOUR</u>
Managing Principal		Jr. Designers	
Principals		Clerical Support	
Associates		VP Engineering	
Sr. Designers		Dir. of Engineering	
Department Head Engineering		Sr. Designer/Engineer	
Sr. Project Manager		CAD II	
Project Manager		CAD I	

Administrator		Other	
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If any of these positions are not part of your staff, indicate how your firm will provide these services.

Fees for additional services or contractors (e.g. survey, soil testings) shall not exceed a multiple of 1.0 times the amount billed to the Architect for said services.

Fees for reimbursable expenses including printing and postage, shall not exceed a multiple of 1.0 times the amount billed to the Architect for said reimbursable expense. Expenses such as travel, meals, and/or boarding are not reimbursable.

The Architect must complete and submit all costs on the Architectural Services Proposal Amount Form (See Appendix A).

D. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications will be made to any Architect orally. Every request for such interpretations must be in writing to John Calavano, Assistant Superintendent for Business / Board Secretary, Franklin Township Board of Education, 1755 Amwell Road, Somerset, New Jersey, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications, which, if issued, will be mailed or faxed to all prospective Architects not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Architect to receive any addenda or interpretation shall not relieve any Architect from any obligation under his proposal submitted. All addenda so issued shall become part of the contract document.

E. EVALUATION OF PROPOSALS

A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the RFP's are opened. The contract, if awarded, shall be awarded to the Architect who submits the most advantageous proposal based on price and the qualifications of the Architect. The Board retains the exclusive right to reject any or all RFP's, waive any informality in the process and determine which RFP is in the best interests of the District. The Board also reserves the right to request that an Architect who submits a RFP appear before the Board prior to the contract being awarded.

F. CONTRACT

The form of agreement will be the AIA Standard Form of Contract, as modified by the Franklin Township Board of Education.

G. PROPOSAL PRICE GUARANTEE

The winning bidder(s) shall guarantee that all prices shall remain in effect throughout the duration of the contract.

3. STATEMENT OF WORK

The Architect shall provide all architectural services as requested by the Board. The Architect must have a working knowledge of the approval process for school facilities and shall work cooperatively with the Board Attorney in the bid, award and closeout phases of the projects. The Architect shall assist the Board in recommending professional services, such as engineers and other experts. The Architect must be available at all times for emergencies and for assistance in resolving problems that may arise. It is expected that the Architect will attend a reasonable number of Board public and committee meetings on an as need basis at no additional charge.

The Franklin Township Board of Education has recently finalized a Comprehensive Long-Range Facilities Plan for the District which includes:

- Demographic Projections
- Detailed Assessments of Each Existing Facility with a Suggested Sequence of Work for Needed Improvements
- Suggestions for Potential Expansion at Each Existing Facility with a Specific Recommendation

The Long-Range Facilities Plan can be found on the District's website at www.franklinboe.org.

It is the desire of the District to begin the process of developing a plan for Facility Expansion to provide for the projected increase in school population and to improve on the delivery of education and instruction to all students. The successful firm that is selected through this RFP will provide design services and support to the Board through the scoping, referendum support, design development, acquisition of various approvals, bidding, construction administration, system commissioning / testing / training and project closeout for new facility, facility expansion and facility maintenance projects.

4. OTHER REQUIREMENTS

A. QUALIFICATIONS OF ARCHITECTS

Competency, fitness and financial responsibility of Architects and any subcontractors will be considered in making the award. All Architects submitting proposals must be pre-qualified with the NJ Schools Development Authority, shall have at least five (5) years experience in the field of architectural services and shall have sufficient qualified personnel and equipment to provide the service. If required, they shall support their

claims of competency, fitness, and financial responsibility with evidence satisfactory to the Board of Education.

The proposal must provide the following identifying information for the Architect:

- a. Name and Address.
- b. Length of time in existence.
- c. Statement regarding the financial stability of the Architect, the ability of the Architect to perform the requested services included in this response
- d. Disclosure of any contractual or personal relationship that exists or has existed between the Architect and any subcontractors and their employees and the Franklin Township Board of Education and its' employees.
- e. A list of projects, including at least three (3) schools, on which you are currently the Architect or which you completed within the last five (5) years. Include the name of the school district, name and telephone number of the contact person, Architect responsible for the project, cost of the project and cost of change orders.
- f. A list of the names, addresses and telephone numbers of the construction managers with whom you have worked.
- g. A list of all construction companies, construction managers and professional consulting firms, which are utilized by your firm and in which any principal and/or employee of your firm has a financial interest.
- h. A list of all the caption(s) of any and all actions which have been filed against you, either by way of complaint, cross-claim or counterclaim, in connection with your rendering of architectural services.

B. INSURANCE AND INDEMNIFICATION

Architect agrees to obtain and maintain for the entire term of this Agreement the following insurance coverage:

COVERAGE	<u>PER OCCURRENCE</u>
General Comprehensive and Liability	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Professional Liability (per claim)	\$1,000,000.00
Excess Umbrella	\$4,000,000.00
Workers' Compensation	Statutory
Employer Liability	\$500,000.00 (each accident)

The Architect shall furnish certificates of insurance from an insurance company licensed to do business in the State of New Jersey to the Franklin Township Board of Education establishing that it has personal and professional liability, property damage and workers' compensation insurance coverage as set forth above, for all services in connection with this Agreement. Full coverage must be provided for the Architect, its agents and employees, the Franklin Township Board of Education, its agents and employees, any subcontractor and any member of the public who may be injured or suffer damage from any act of the Architect and its employees and agents. The Franklin Township Board of Education shall be named as additional named insured on all general comprehensive insurance policies.

Architect shall be responsible for all damage to life and property due to negligent activities of Architect, its subcontractors, subcontractors, agents or employees, in connection with its performance of professional services under this Agreement. Architect specifically agrees that its subcontractors, subcontractors, agents or employees shall possess the experience and knowledge necessary to qualify them individually for the particular duties they perform. Moreover, Architect shall indemnify and save harmless the Franklin Township Board of Education from and against all losses, claims, demands, payments, suits, damages, including reasonable attorneys fees, recoveries and judgment brought or recovered against it by reason of any error, omission or negligent or intentional act of Architect, its agents, employees, subcontractors or subcontractors in its performance of professional services under this Agreement, including but not limited to any errors in or omissions from the Project Drawings and Specifications.

C. EMPLOYMENT AND LABOR

Each Architect shall pay such rates of wages prevailing in the district as will keep the job free from labor troubles, and shall comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963 and Executive Order #11246 "Equal Employment Opportunity" as amended and supplemented.

D. EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

The Architect shall sign and return the Mandatory Equal Employment Opportunity Language Statement and Americans with Disabilities Act of 1990 Statement (See Appendix B and C).

E. AFFIRMATIVE ACTION EVIDENCE

All successful bidders are required to submit evidence of appropriate affirmative action compliance. The Architect shall submit to the Franklin Township Board of Education prior to the execution of the contract. Architects shall complete and submit an Employee Information Report Form AA-302 upon notification of award. Proper completion and submission of this report shall constitute evidence of the Architect's compliance with the

regulations. Failure to submit this form may result in the contract being terminated. Architect shall sign and return a statement agreeing to supply required forms if awarded the contract (See Appendix D).

F. STOCKHOLDER'S DISCLOSURE

All Architects are hereby notified that every corporation and partnership, according to the provisions of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. The Architect must complete and sign The Stockholder's Disclosure Form (See Appendix E).

G. PROOF OF BUSINESS REGISTRATION CERTIFICATE

All business organizations that do business with a local contracting agency, including Boards of Education as defined in the Public School Contracts Law, are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with that business.

Information on how to secure a Business Registration Certificate is available on the following web site: <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

N.J.S.A. 52:32-44 imposes the following requirements on Architects and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the Architect shall provide written notice to its subcontractors to submit proof of business registration to the Architect; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the Architect 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.

An Architect, 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.

Failure to submit a proof of registration with your proposal may result in mandatory rejection of your proposal.

H. NON-COLLUSION

The Architect shall sign and return the Affidavit of Non-Collusion with their proposal (See Appendix F).

5. CONFIDENTIALITY

Architect shall maintain the confidentiality of all information, records, and data obtained for the purpose of carrying out the provisions of this RFP.

6. OWNERSHIP

All of the work performed by or at the direction of the Architect and all materials, products, and deliverables developed or prepared for the Franklin Township Board of Education by or at the direction of the Architect pursuant to this agreement are the property of the Franklin Township Board of Education.

7. RIGHTS RESERVED

The Board of Education reserves the right to accept or reject any or all proposals or parts of proposals for the services specified as it may deem advisable, or waive any defects therein and to award contracts, as in its judgment may be deemed best for the Board of Education.

8. AUTHORIZATION TO WORK

No work shall commence and no service shall be rendered unless the successful bidder receives an approved purchase order authorizing the bidder to begin the project or to render the service.

9. PAYMENT

Payment for work completed will only be received upon determination from the Board of Education that all work is satisfactorily completed.

10. OTHER ARCHITECTURAL FIRMS

It is hereby understood and agreed that DRG Architects are the Architect of Record and are under contract for the portable classroom replacement project.

APPENDIX A

ARCHITECTURAL SERVICES PROPOSAL AMOUNT FORM

Name of Firm: _____

Hereinafter called the “contractor”, a corporation / partnership / an individual doing business
^strike out inapplicable terms^

with the Franklin Township Board of Education, 1755 Amwell Road, Somerset, New Jersey 08873,
hereinafter called the “Board of Education”.

The contractor, in compliance with your invitation for proposals for “Architectural Services”, having examined the plans and specifications with related documents and being familiar with all of the conditions surrounding the request for proposal for architectural services, hereby proposes to furnish all labor, materials, and supplies, and to provide architectural services in accordance with the request for proposal documents within the time set forth therein and at the prices provided in the attached Cost Proposal table. These prices are to cover all expenses incurred in providing Architectural Services required under the contract documents, of which this proposal is a part.

The contractor understands that the Board of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process. The contractor agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The contractor hereby certifies that all of the figures, computations, and additions used in estimating the proposal herein have been carefully checked and are accurate in all respects and no claim shall be made as a basis for withdrawal of this proposal after opening on these grounds.

Respectfully submitted by:

Signature

Name (typed or printed)

Title
(Seal – if proposal is by a corporation)

Name of Firm

Business Address / Zip

Telephone

FRANKLIN TOWNSHIP BOARD OF EDUCATION

Architectural Services- Cost Proposal

Proposal Due Date: **March 30, 2012**

The contractor agrees to conduct Architectural Services as described in the specifications and shown in the request for proposal, for the following sums:

	<u>PERCENTAGE FEE</u>
New Construction	
Renovations	

<u>TITLE / POSITION</u>	<u>COST PER HOUR (show in words and figures)</u>	<u># STAFF THE FIRM HAS</u>
Managing Principal		
Principals		
Associates		
Sr. Designers		
Department Head Eng.		
Sr. Project Manager		
Project Manager		
Administrator		
Jr. Designers		
Clerical Support		
VP Engineering		
Director of Engineering		
Sr. Designer/Engineer		
CAD II		
CAD I		
Others (list titles)		

The Board intends to award the Architectural Services contract to the company with appropriate qualifications that submits the lowest reasonable total proposal.

The amounts shall be shown in words and in figures. In case of discrepancy the amount in words shall govern.

APPENDIX B

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.**

NAME

COMPANY

SIGNATURE

DATE

APPENDIX C

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

The contractor and the Franklin Township Board of Education, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph. It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME

COMPANY

DATE

SIGNATURE

EMPLOYEE INFORMATION REPORT FORM AA-302

I attest that I have read and agree to comply with the Affirmative Action – Exhibit A, mandatory affirmative action language for Goods, Professional Service and General Service Contracts included in these specifications.

I further agree to complete an **Affirmative Action Employee Information Report Form AA-302** as required.

The AA-302 form & instructions are available at this web site:
http://www.state.nj.us/treasury/contract_compliance/#

Go to this section of the page and click where applicable. If you do not have Adobe Acrobat Reader you must download this program to view the forms (it's free – just click on Adobe Acrobat Reader).

Forms
Initial Project Workforce Report - Construction (AA-201) (5 kb) Initial Project Workforce Report - Construction (AA-201) Instructions (7 kb) Monthly Project Workforce Report (AA-202) (12 kb) Monthly Project Workforce Report (AA-202) instructions (30 kb) Employee Information Report (AA-302) (NV kb) Employee Information Report (AA-302) Instructions (12 kb) Vendor Activity Summary Report (3 kb)
The above forms require Adobe Acrobat Reader

Signature

Date

APPENDIX E

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

AFFIDAVIT OF NON-COLLUSION

STATE OF NEW JERSEY, COUNTY OF _____, I, _____

of the _____ of _____ in the County of _____,

State of _____, of full age, being duly sworn according to law on my oath, depose

and say that:

I am _____ of the firm of _____,

The Contractor making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Contractor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statement contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Name of Contractor

(N.J.S.A. 52:32-15)

(Authorized Signature)

Subscribed and sworn before me

this ____ day of _____, 200____

(Seal) Notary Public of N.J.

My commission expires: _____, 20____.

And, I further certify that this statement is complete and continued unto the names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

And, I further certify this statement is made in compliance with Chapter 33, Laws of New Jersey of 1977.

(Signature and designation of corporate office or partner)

If there are questions concerning this form or its completion, refer to Statute (P.L. 1977, ch.33) N.J.S.A. 52:25-2.42.

ATTESTED TO: _____
(Affix Corporate Seal)

THIS FORM MUST BE COMPLETE: SIGNED AND SUBMITTED WITH PROPOSAL

FRANKLIN TOWNSHIP BOARD OF EDUCATION

PROPOSAL DOCUMENT CHECKLIST*

Required with Proposal	DOCUMENT	INITIAL
X	Appendix A – Architectural Services Proposal	
X	Appendix B - Mandatory Affirmative Action Language	
X	Appendix C - Americans with Disabilities Act of 1990 Language	
X	Appendix D - Employee Information Report	
X	Appendix E – Stockholder Disclosure Certification	
X	Appendix F - Non-Collusion Affidavit	
X	Business Registration Certificate	
X	Contractor Qualifications	
X	Certificate of Insurance	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.