

REQUEST FOR PROPOSALS

for

RFP 20-05

Preliminary Architectural and Engineering Design Services

September 3, 2020 by 9:00 A.M.



Hopewell Township

201 Washington Crossing

Pennington Road

Titusville, NJ 08560

Kristin McLaughlin, Mayor

Michael Ruger, Deputy Mayor

Julie Blake, Committee Member

Courtney Peters-Manning, Committee Member

Kevin Kuchinski, Committee Member

SEALED SUBMISSION LABEL FOR PROPOSAL
PLEASE CUT OUT THE LABEL BELOW AND TAPE TO FRONT OF
SEALED
SUBMISSION

*****DO NOT OPEN*****

IMPORTANT-SEALED SUBMISSION ENCLOSED

NAME, COMPANY & ADDRESS:

TOWNSHIP ENGINEER
MARK KATARYNIAK, P.E.
TO: Township of Hopewell
Municipal Building
201 Washington Crossing- Pennington Rd
Titusville, N.J.08560

**20-05_ARCHITECTURAL/
ENGINEERING SERVICES**

RECEIPT OF SEALED RFP

HOPEWELL TOWNSHIP RFP 20-05

REQUEST FOR PROPOSALS Preliminary Architectural and Engineering Design Services Hopewell Valley Senior + Community Center Hopewell Township, Mercer County, NJ

The Township of Hopewell is seeking proposals from qualified firms and/or teams for initial programming and design of a multipurpose building that will serve primarily as a senior + community center, with integrated fitness & wellness facilities (the "Senior + Community Center") for residents of the Hopewell Valley municipalities of Hopewell Township, Hopewell Borough and Pennington Borough.

For questions pertaining to this procurement please contact:

Response compliance questions	Technical questions
Purchasing agent: Sean P. Canning QPA Scanning@TheCanningGroup.org 862-228-3563	Community Development Director / Township Engineer: Mark Kataryniak, P.E. Mkataryniak@hopewelltwp.org 609-537-0243

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. Seq.

Dated: August 5,2020

Mark Kataryniak
Community Development Director / Township
Engineer

REQUEST FOR PROPOSALS
Preliminary Architectural and Engineering Design Services
Hopewell Valley Senior + Community Center
Hopewell Township, Mercer County, NJ

SCOPE OF WORK

I. Introduction

The Township of Hopewell is seeking proposals from qualified firms and/or teams for initial programming and design of a multipurpose building that will serve primarily as a senior + community center, with integrated fitness & wellness facilities (the “Senior + Community Center”) for residents of the Hopewell Valley municipalities of Hopewell Township, Hopewell Borough and Pennington Borough.

The Township of Hopewell is currently finalizing an agreement with the Hopewell Valley YMCA that will be the entity responsible for managing the fitness center component of this multi-faceted project.

Hopewell Township contains 60 square miles and fully encompasses the independent municipalities of Hopewell and Pennington Boroughs, and combined comprises the Hopewell Valley. Population in the Valley is approximately 22,400 (2018 census bureau data). The Valley is situated at the northern portion of Mercer County, bordered by East and West Amwell (Hunterdon County) to the north; Montgomery (Somerset County), Princeton (Mercer County) and Lawrence (Mercer County) Townships to the east; Ewing Township (Mercer County) to the south; and the Delaware River to the west. Regional access to the township is available from:

- I-295, which runs along the southerly border of the township
- NJ State Route 31, running north-south through the central portion of the township
- NJ State Highway Route 29, running north-south on the western boundary of the township
- A series of County arterials traversing the township, including Routes 518 and 546 (east-west routes) and Route 579 (north-south route).

All three municipalities comprising Hopewell Valley contain a rich history of Revolutionary War era settlements and of agricultural heritage that continues today. Respect for the rural nature of the township, sensitivity to critical environmental resources and preserving the character of the township are elements of high priority to be considered for this project.

II. Project Description

The Senior + Community Center has been under consideration for several years and has undergone several plans and concepts through varying levels of formal programming and planning. This project both builds on the prior efforts and adds new elements to the overall project.

Previous efforts to develop similar facilities included preliminary design planning conducted by the YMCA for a new standalone facility, conceptual designs for expansion of the existing senior center within Pennington Borough, and a community outreach survey conducted by Hopewell Township in 2017 to evaluate potential site location and amenity types within a new facility. The results of these prior studies will be made available to the selected consultant for general information and understanding of prior efforts made.

The township currently envisions a single multi-story building with outdoor amenities that will serve the multi-purposed needs of a senior services center (with separate entrance), community center, and fitness / wellness facility, with additional support office space for Hopewell Valley Board of Education administrative offices and area non-profits. The Township is also considering a functional space on the rooftop (facing towards the west/northwest) for catered community events. Outdoor amenities envisioned include an outdoor pool, passive and active recreation areas, a walking nature trail, and a community garden.

The selected consultant will be responsible for working closely with a group of stakeholders established by the township to define and quantify the various interior and exterior elements of the Senior + Community Center.

The consultant will be responsible for developing the following key elements of the project:

1. Developing a program for the various elements of the Senior + Community Center identified herein in this request for proposals, identifying, at a minimum:
 - a. Minimum and optimal space requirements for the various components of the Senior + Community Center.
 - b. Critical adjacencies for the various components within the building footprint to offer the greatest flexibility of use while maintaining efficiencies in the use of the space. This includes a shared kitchen and flexible multi-purpose space that can serve the needs of our senior community during the day, but be available during morning and evening peak times for the fitness classes.
2. Developing alternatives of conceptual floor plans and massing plans that will be used to determine the optimal size and configuration of the building that will meet the needs of the program and complement the context of the adjacent surroundings for the selected site.
3. Prepare conceptual floor plans and elevations for a selected alternative of the buildings and outdoor amenities.
4. Determine appropriate parking demand estimates of the program and prepare a conceptual site plan of the overall site layout.
5. Provide recommendations for appropriate bulk zoning standards for building setbacks, building heights, parking setbacks and lot coverage that will be incorporated into a Conditional Use Standard being developed by the Township for the underlying zone.

III. **Program Components**

Several of the services contemplated in the Senior + Community Center currently operate at various locations where they can be accommodated by existing facilities. However, due to space and schedule constraints, many of these activities are limited to expansion in size or scheduling. The existing services that will be incorporated into the project are described as follows:

A. Senior Services

The township administers a program for seniors residing in the Valley that consists of a lunch program subsidized by Mercer County, as well as a series of formal and informal social programs. The lunch program and several of the social programs are held at the existing Senior Center located at 395 Reading Street in Pennington Borough. Several other programs, such as weekly exercise classes and periodic training / outreach programs designed for seniors are held at the Hopewell Township municipal building due to spacial constraints at the existing center in Pennington Borough.

B. Community Center / Services

The township does not currently have a dedicated location for community-based services due to a lack of available facilities that can accommodate the size or frequency of the various activities. There are several groups that are sponsored by the township as a whole, or in cooperation with organizations such as Capital Health Systems, that hold activities at the Hopewell Township Municipal Building as schedules and facilities permit. Alternately, the township will coordinate with the local school facilities or other private facilities within the township to host various events/activities. Activities such as group meetings or presentations by the Youth Advisory Board or the Hopewell Municipal Alliance are examples of current events that utilize the municipal building for meetings.

C. Fitness / Wellness Center

The Hopewell Valley YMCA does not currently operate a facility within the valley, but had conducted extensive market research and developed preliminary programming for a freestanding facility in 2009. The previous plans for the programming of the facility will be made available to the selected consultant. The plans anticipate that the proposed facility will minimally contain:

- Conventional training / physical therapy areas for cardio, wellness / exercise & free weights
- Multi-purpose gymnasium
- Locker room and support facilities
- Two Indoor pools (recreational/therapy and lap pool)
- Youth & Teen Center
- Child Care Area
- Flexible studio & classroom space

D. Hopewell Valley Board of Education Offices

The Hopewell Valley Board of Education currently occupies a 7.47-acre site located on South Main Street in Pennington Borough that is improved with a two-story educational administration building constructed in 1929 containing approximately 22,500 square feet. The site is also improved with two ancillary buildings; a 1,600 square foot office building and a 5,900 square foot garage/workshop. The Board of Education intends, through a shared services agreement, to relocate its administrative offices to the new Senior + Community Center facility. Preliminary estimates provided by the Board of Education indicate a need of 10,700 square feet of general office space plus conference facilities for general business and public meetings.

The principal goal of the project is to develop a design program for a single building that would contain the components / facilities described above to accommodate the current needs and provide for expansion of the various programs in terms of enrollment / participation.

In addition to the above individual components, the proposed Community Center is also expected to contain:

- Kitchen facilities to support the senior lunch program as well as expanded food service capabilities to support the YMCA/Fitness component, and catering opportunities for the community gathering spaces within the building.
- Three season roof-top flex space to support commercial and community gathering space.
- Interior commercial rental space for complementary concession / retail uses that would provide services to the proposed uses within the building.
- Through community feedback received to date, the consultant should anticipate planning for the senior center component of the facility to have dedicated parking areas and a separate entrance from the rest of the facility.

The overall project, inclusive of the above-described program components and amenities should also seek to achieve the following objectives:

1. Maximize energy efficiency with the building uses to the greatest extent possible.
2. Utilize green building technologies and low impact design techniques with the building and site elements
3. Including solar canopies into the three season community space planned for the roof of the facility
4. Include roof-top gardens where practicable into the balance of the roof top design to enhance stormwater management and low impact design techniques
5. Include emergency power generation for critical aspects of the building to enable its use as a an emergency community shelter

IV. Project Stakeholders

To assist the consultant with the development of the program, the township has established Project Stakeholders that will be comprised of representatives of the following:

- Hopewell Township
- Hopewell Borough
- Pennington Borough
- Hopewell Valley Board of Education
- Hopewell Valley YMCA
- Hopewell Valley Senior Advisory Board

The Project Stakeholders will serve as the primary contact for the selected consultant and as the group to receive all of the deliverables identified in the contract.

For the initial stages of the Program Development Phase of the project, Stakeholder Working Groups (Working Groups) will be formed that will focus on individual components of the envisioned project. The Working Groups will be comprised of a member of the Project Stakeholders and individuals responsible for the various programs currently operating (subject matter experts) within the community. The Working Groups will work with the selected consultant during the initial stages of the program development to provide a resource in understanding the current operations and future needs of the various program components.

V. Project Location

As part of the planning for this facility, the YMCA has entered into a contract purchase agreement for property located at 1646 Reed Road (Block 85 Lot 9), identified as the Community Center Lot. The property contains 15.18± acres, and is currently developed with a single family home, active farming area and a man-made irrigation pond occupying approximately 2.4 acres. One of the project's goals is to retain the irrigation pond as a key feature of the outdoor recreation amenities (walking / nature path, and passive recreation opportunities) for the facility. The property is bordered by single-family residential uses on the northern, western and southern boundaries of the site. The western boundary of the property borders Block 85 Lot 3, locally known as the Zaitz tract. The new Senior + Community Center will utilize a portion of the adjacent Zaitz tract as part of the site dedicated to this use.

The Zaitz tract is a vacant parcel comprising approximately 44 acres, and is part of several contiguous lots that comprise the Pennington Circle Redevelopment Area. This area is one of several sites that comprise Hopewell Township's Third Round Affordable Housing Settlement that was approved by the New Jersey Superior Court in August 2019, and conceptual planning is in progress with the designated redeveloper for the site. Residential development on the Pennington Circle Redevelopment site consists of an inclusionary development project comprised of approximately 400 units of new residential construction.

Through ongoing coordination with the designated Pennington Circle Redeveloper, conceptual layout plans have been developed with key elements and features intended to complement and support the planned Senior + Community Center project. Key site elements include:

- Boulevard-style roads will be constructed within the redevelopment project including an extension of an access road west to Reed Road along the northerly boundary of the Community Center Lot (Block 85 Lot 9). The road will be constructed by the Pennington Circle Redeveloper with driveway apron access provided for connection to the Community Center site.
- A portion of the Zaitz Lot (Lot 4) adjacent to the eastern boundary of the Community Center Lot will be dedicated for use by the Community Center. The redeveloper for the residential component of the Pennington Circle Redevelopment Area will also provide for the construction of parking facilities and a community garden space within this area of dedication.
- The designated redeveloper for the residential component of the Pennington Area Circle will construct the utility stubs for water and sewer connections to the Community Center.

VI. Scope of Services

The selected consultant for the Senior + Community Center should expect a high level of community and stakeholder involvement with the development of this project. They will be required to become familiar with the residential development proposed on the adjacent property and provide input on the conceptual design development of the Senior + Community Center site with a focus on maintaining compatibility with the existing neighborhood and planned development.

In addition to the required meetings and coordination that will occur throughout the duration of the project, the consultant will be responsible for advancing the project in the following major phases:

1. Initial Program Development & Outreach
2. Final Program Development and Alternatives Analysis
3. Preferred Alternative

The overall goal of this project is to develop a plan for the Senior + Community Center building and site improvements that is developed through comprehensive / coordinated input from the community and stakeholders. The goal includes a requirement that the plans ultimately selected are able to be developed as envisioned within the parameters identified during the project process. The consultant must identify and address the critical elements and constraints with the site, building, and amenities to ensure that the project can advance to final design and construction essentially as envisioned. The minimum scope of services required for this project consist of the following:

1. Initial Program Development & Outreach

- a. Initial Project Stakeholders / Kick-Off Meeting: The consultant shall coordinate and conduct an initial meeting with the Project Stakeholders to discuss the overall project goals and objectives. The consultant shall present an initial project schedule at this meeting identifying the overall project schedule, and detailing the specific steps/sequencing for the Workshop Groups that are required for gathering initial information on current activities and defining goals for various components of the program.
- b. Stakeholder Working Group meetings: The working groups are intended to be a critical resource for quantifying the current programs/activities; understanding the interaction and synergies with the other groups in the program; summarizing objectives and recommendations for future activities; and providing opportunities for ample public input in the refinement of the visioning of this project. The consultant should anticipate that four Working Groups will be established for the project that will focus on the major program elements of the overall project. A prescribed format for meetings and/or outreach to the Working Groups is not fixed. As part of the response to this RFP, the consultant should identify and detail the process they intend to follow to obtain the necessary information and feedback from the working groups to thoroughly understand the current programs. The consultant may utilize web-based methods and electronic communications to distribute and summarize data, and should describe their method for achieving effective communications in their response to the Request for Proposals.
- c. Project Stakeholders Progress Meetings: The consultant shall meet with the Project Stakeholders throughout the development of project. During this phase of the project, the consultant will present the results of the Working Groups to the Project Stakeholders to help refine the various elements of the program and advise on prioritizing / refining various elements of the program.
- d. Initial Program Development: Upon completing its efforts with the Working Groups, the consultant shall present an initial Program for the Project to the Project Stakeholders that includes:
 1. Estimates of minimum and optimal space requirements for maintaining current programs.
 2. Estimates of optimal space requirements for future program needs based on build-out of known residential projects within the Township and objectives identified from the Working Groups.
 3. Present optimal building layout and configuration, identifying compatibility and adjacency requirements for key elements of the building.
 4. Prepare budgetary cost estimates for major components of the Senior + Community Center.

- e. Community Outreach Meeting Number 1: The consultant shall schedule an outreach meeting for the public after presenting the initial program to the Project Stakeholders and incorporating any comments received. The consultant should present a method for recording comments, which will be summarized and presented to the Project Stakeholders at a subsequent meeting.
- f. Phase Deliverables: Deliverables for this phase of the project will consist of:
 - 1. Summary of data collection and recommendations from Workgroup sessions.
 - 2. Program summary report with budgetary cost estimates.
 - 3. Summary of community outreach comments.
- 2. Final Program Development and Alternatives Analysis
 - a. With input from the Project Stakeholders, the consultant shall incorporate the comments received and prepare a Final Program document for submission.
 - b. The consultant shall develop up to three alternatives for the configuration of the site and building. The alternatives should include conceptual floor plans, elevations and site plans that address the needs identified in the program. One alternative should address the minimal needs of the program and be considered a "least cost" alternative. The plans should provide enough information to illustrate the general layout of the interior components of the building, identify the overall shape of the building, and a general sense of the appearance and level of finish of both the interior spaces and exterior elevations.
 - c. Site plan alternatives should demonstrate critical circulation areas, parking layout, stormwater management provisions and outdoor amenities. The parking configurations should demonstrate a management / layout plan that addresses effective utilization of shared parking for the various program components, provides dedicated parking for the senior services, and meets overall demand estimates with the efficient and minimal lot coverage where practicable.
 - d. Development of the Site Plan element of the project should be developed from record data available from the township, Mercer County, NJDEP record sources. The record sources and topographic survey available from the Pennington Circle Redeveloper will be considered sufficient for the site planning component of this project. An updated topographic and property survey is not required for this phase of the project.
 - e. Site constraints, such as environmental buffers, easements and vegetated areas shall be shown on the conceptual plans based on the available recorded data.
 - f. The consultant should anticipate two meetings with the Project Stakeholders to develop and refine the alternatives for the project prior to conducting a second public outreach meeting.

- g. Community Outreach Meeting Number 2: The consultant shall schedule an outreach meeting to present the alternatives developed through the working meetings with the Project Stakeholders. The consultant should present a method for recording comments, which will be summarized and presented to the Project Stakeholders at a subsequent meeting.
- h. The consultant shall summarize comments received from the second outreach meeting, and, through coordination with the Project Stakeholders, develop a Preferred Alternative.
- i. Phase Deliverables: Deliverables for this phase of the project will consist of:
 - 1. Conceptual Site Plans, Floor Plans, Elevations and budgetary cost estimates for the initial three alternatives developed under this phase.
 - 2. Summary of comments received on the various alternatives during the community outreach.
 - 3. Updated Conceptual Site Plans, Floor Plans, Elevations and budgetary cost estimates identifying how comments were addressed from the comments received.
 - 4. Final recommendation for the Preferred Alternative.
- 3. Preferred Alternative
 - a. In coordination with the Project Stakeholders, the consultant shall develop final plans for the Preferred Alternative.
 - b. Concept plans for the preferred alternative will be presented in the form of floor plans, elevations and site plans. A cost estimate shall also be included for the preferred alternative detailing expected costs or ranges of costs based on options selected from the alternatives analysis. The consultant will also describe how the comments from the outreach meetings were addressed in the latest plan revisions.
 - c. The consultant will conduct a final presentation at a special Hopewell Township Committee meeting that will include representatives of the two boroughs that comprise the Valley.
 - d. Phase Deliverables: Deliverables for this phase of the project will consist of:
 - 1. Conceptual Site Plan, Floor Plans and Elevations for Preferred Alternative
 - 2. Budgetary Cost Estimate

All phase deliverables shall be delivered in electronic form with sufficient printed copies for the members of the Project Stakeholders.

The Township wishes to provide ample opportunity for public involvement while maintaining an accelerated schedule to advance this phase of the project. Respondents should anticipate making the final presentation of the preferred alternative within six months of contract award.

VII. Proposal Submission Requirements

Firms responding to the request for proposals should provide detailed but concise responses. It is not necessary to repeat the scope of services contained herein, as it represents the minimum services that will be expected of the respondent upon selection. Respondents should focus on describing any additions or modifications to the scope envisioned and describe the reasoning for why the additions/modifications would enhance the overall project. Respondents to this request shall include the following in their response:

1. A summary of the firm or firms comprising the project team, identifying the firms' capabilities and experience on similar projects.
2. Identify Key Team members and roles in the project; include one-page resumes of key team members
3. An approach to the project that describes how the firm will progress with the development of the various phases of the project in the most efficient manner, while assuring the stakeholders that outreach efforts are comprehensively accomplished and considered during the collaborative development of the project.
4. A general project schedule / timeline, identifying critical sequencing of major tasks and milestone points for critical meetings. The timeline should clearly identify the sequencing and staging of tasks that ensures a comprehensive approach to developing the project with the shortest reasonable schedule.
5. A fee proposal summarized for each phase of the project, including a rate schedule for additional work if necessary.
6. A list of all deliverables for each phase of the project beyond those included in the scope of services described herein.

The township intends to immediately award a contract and expeditiously advance the programming and initial design development of this marquee project for the township. The township intends to conduct interviews with one or more respondents before final selection.

Respondents should provide an electronic copy of their proposal along with ten bound copies of their proposal to the address specified in the general requirements section of this solicitation.

1.0 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

2.0 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

3.0 PREPARATION OF SUBMISSIONS

3.1 COMPLETION OF SUBMISSIONS

Each submission must include responses to the services as outlined in Section VII Scope of Work and shall contain the name, address, and telephone number of the professional services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. ***Each submission, including all copies and CD/DVD (if requested), shall be contained in a sealed envelope using the label supplied with this submission package. If using a courier or mail service, the submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named, or in unsealed envelopes, shall not be considered. A label has been provided for your use at the end of this document.***

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by all forms listed in the Checklist and be completed in their entirety.

4.0 TIME FOR AWARD OF CONTRACT

The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Township's Chief Financial Officer has certified the necessary funds in a lawful manner.

5.0 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

6.0 REJECTION OF SUBMISSIONS

6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Township of Hopewell.

6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Township of Hopewell to award submissions on a "service by service" basis, "per project" basis, in part or in whole as determined by the Township of Hopewell.

6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Township of Hopewell's judgment serves its best interests.

7.0 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

8.0 PAYMENT

Checks are processed by the Township of Hopewell's Finance Department approximately on the 15th and 30th day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates. Separate invoices must be submitted for all services that may be ascribed to an escrow account. No more than one escrow account may be included on any single invoice.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

9.0 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

10.0 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the Township of Hopewell accept documents provided through facsimile machines.

11.0 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

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

12.0 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced

at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Township of Hopewell and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

13.0 PROFESSIONAL DISCLOSURE

The professional services entity shall disclose any ownership in any firm for a product or service that they are recommending.

14.0 CANCELLATION OF CONTRACT/AGREEMENT

Township of Hopewell shall have the right to cancel any contract entered into upon thirty (30) days advance written notice.

15.0 CONTRACT TERM

Pursuant to **N.J.S.A. 40A:11-3(b)**, ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months". This contract term shall run for the calendar year 2020.

16.0 INSURANCE

Worker's Compensation and Employer's Liability Insurance. This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$1,000,000.

General Liability Insurance. This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage and shall be maintained in force during the life of the contract by the bidder.

Automobile Liability Insurance. This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and 1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

Certificate of Insurance. The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

Indemnification. Successful bidder will indemnify and hold harmless the Township of Hopewell from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Hopewell shall be named "Additionally Insured" on the contractor's insurance policy.

17.0 VENDOR DOCUMENTATION RETENTION N.J.A.C. 17:44-2.2

The vendor shall maintain all documentation related to products, transaction or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

<p style="text-align: center;">CERTIFICATE OF EMPLOYEE INFORMATION REPORT</p> <p style="text-align: center;">INITIAL</p> <p>This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX</p> <p>VOID</p> <p>SAMPLE COMPANY, INC. 33 WEST STATE STREET TRENTON, NJ 08625</p> <p style="text-align: right;">State Treasurer</p>	
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STATE OF NEW JERSEY

**Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program**

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.ni.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

SECTION A - COMPANY IDENTIFICATION		
1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT
10. SURVEY NUMBER (MANDATORY)

10. PUBLIC AGENCY AWARDING CONTRACT _____

Official Use Only DATE RECEIVED INAUG.DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN FEQ-1 REPORT.**

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
□ 1. Visual Survey □ 2. Employment Record □ 3. Other (Specify) 14. IS THIS THE FIRST
Employee Information Report Submitted?
15. IF NO, DATE LAST REPORT SUBMITTED

13. DATES OF PAYROLL PERIOD USED
From: _____ To: _____ 1. YES 2. NO MO. DAY, YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
			MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Township of Hopewell** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE



	
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	

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF HOPEWELL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **TOWNSHIP OF HOPEWELL** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Date of Contract _____ to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **TOWNSHIP OF HOPEWELL** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Kristin McLaughlin, Mayor	
Michael Ruger, Deputy Mayor	
Julie Blake, Committe Member	
Courtney Peters-Manning, Committe Member	
Kevin Kuchinski, Committe Member	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signature of Affiant: _____ Title: _____

Printed Name of Affiant : _____ Date: _____

Printed Name of Parent: _____ Date: _____

Subscribed and sworn before me this ____ day of
_____, 2____.

(Witnessed or attested by)

My Commission expires:

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF HOPEWELL

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

### **The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

#### **19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

#### **19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |        |      |  |
|--------------|--------|------|--|
| Vendor Name: |        |      |  |
| Address:     |        |      |  |
| City:        | State: | Zip: |  |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

### Signature

Printed Name

## Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Check here if the information is continued on subsequent page(s)

## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_\_

Vendor Name:

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 24<sup>th</sup> Legislative District

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [the Pay to Play section](#) OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

Check the box that represents the type of business organization:

Partnership       Corporation       Sole Proprietorship  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

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

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
|               |               |
| Name:         | Name:         |
| Home Address: | Home Address: |
|               |               |
| Name:         | Name:         |
| Home Address: | Home Address: |
|               |               |

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