

Township of Greenwich  
Warren County, New Jersey  
c/o Kimberly Viscomi, Township Clerk  
321 Greenwich Street  
Stewartsville, New Jersey 08886

**Request for Proposals (“RFP”)**

**Professional Services**

Description: **ARCHITECTURAL CONSULTANT DESIGN FOR A NEW  
MODULAR MUNICIPAL BUILDING**

Proposals must be returned prior to:

Date: January 29, 2009

Time: 3:30 PM

The proposal must be returned to the Township of Greenwich (“Township”) prior to the above referenced time and date according to the instructions described herein. If your proposal is not received by the date and time indicated, it will not be opened or considered. This will apply irrespective of when the proposal was mailed or given to a delivery service. The unopened proposal will be returned stating the date and time received.

The Township Engineer, Michael S. Finelli, P.E., Finelli Consulting Engineers, Inc., 205 Route 31 North, Washington, New Jersey, 07882, will be available to answer any questions between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday by telephoning 908-835-9500.

## **PROFESSIONAL SERVICES INSTRUCTIONS TO PROPOSERS**

1. The Township of Greenwich reserves the right to reject any and all proposals and to waive any informality in the proposals.
2. If there is a default by the professional, the Township of Greenwich may procure the services from another firm and hold the proposer responsible for any excess cost.
3. The Consultant will indemnify and hold the Township of Greenwich harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses, including, but not limited to, reasonable investigation and legal expenses arising out of, or under this Agreement. This indemnification includes, but is not limited to, responsibility covering liability for: 1) personal injury or property damage, 2) environmental liability, 3) damage for payment for the use of any patented or copy written material, process, article or device that may enter into the manufacture or construction or form a part of the work covered by this Agreement, 4) for any statutory or administrative penalty for which the Township may be held liable on account of the fault or default of the Consultant, and 5) any and all damage or injury sustained on account of the default of the Consultant and costs and expenses in connection with remedying, repairing or completing the Consultant's work.
4. It is to be understood by the professional that its proposal is submitted on the basis of specifications prepared by the Township of Greenwich for new modular construction. Lack of familiarity with the specifications or any conditions will not be accepted as an excuse for non-performance.
5. By submitting a proposal, the professional represents to the Township of Greenwich that it is knowledgeable and experienced in modular construction. The professional understands that the Township is relying on its expertise.
6. Each proposal must be signed in ink or ballpoint pen by a duly authorized person.
7. The proposal shall be submitted following the guidelines within the specifications. The proposer must outline its pricing as described in the proposal by the Township of Greenwich. A proposer is encouraged to supplement its submission with a comprehensive narrative setting forth in the background, training and experience of the firm, and an outline of how the firm intends to accomplish the stated objectives of the Township. A key pricing element must consider modular construction.
8. A non-collusion affidavit must be completed and submitted with the proposal package.
9. If the proposer is a corporation, it must include the name and address of each stockholder in the corporation and/or the name of any partnership, which owns ten percent or more of the stock of the corporation. If the proposer is a partnership, the name and address of each individual partner in the partnership who owns a ten percent or greater interest must be included.
10. Payments will only be made after the work is completed and found to be satisfactory for its intended use. Payment will be made upon approval of vouchers submitted by the successful proposer in accordance with the requirements of the Township Committee and subject to the Committee's customary procedures.

11. An award will be made within sixty (60) days after receipt of the proposal by the Greenwich Township Committee.

12. The contract will be awarded to the proposer who has demonstrated an ability to perform the work, has set forth a proposal which satisfies the Township that the proposer understands the stated objectives, has a work plan for accomplishing the objectives which meets the Township's needs, has demonstrated experience in the particular type of work to be performed, and has quoted a reasonable price. The Township will award the contract to the proposer with the lowest price if all other circumstances are equal.

13. The Township of Greenwich is exempt from any State sales tax or Federal excise tax.

14. Proposals must be delivered before the date and time listed on the Proposal Package to the Greenwich Township Clerk, Greenwich Township Municipal Building, 321 Greenwich Street, Stewartsville, New Jersey 08886. Proposals will be received by mail, but Greenwich Township will not be responsible for proposal packages, which do not arrive before the time designated. Proposal packages, which are delivered after the time designated will be returned, unopened.

15. The contract will be in effect for the duration of the project. Under New Jersey law, if the contract extends beyond one (1) fiscal year, its continuation is subject to the current availability and annual appropriation of sufficient funds as may be required to meet the extended obligation. Therefore, the contract may be canceled at the end of fiscal year if sufficient funds are not appropriated or available for the next year.

16. The proposer understands that the contract will be awarded pursuant to the Professional Services Exemption to the Local Public Contracts Law, N.J.S.A. 40A:11-5;et seq. In order to qualify for the award, the proposer must have and retain a professional on staff who is licensed in the State of New Jersey to perform the types of work called for.

17. The Bidder must supply with its bid a copy of its Business Registration Certificate in accordance with N.J.S.A. 52:32-44 as amended on June 22, 2004. Failure to provide the certificate with the bid proposal shall be deemed a fatal defect and the bid will be rejected without further review.

**TOWNSHIP OF GREENWICH**  
**REQUEST FOR PROPOSALS**  
**ARCHITECTURAL CONSULTANT**  
**DESIGN FOR NEW MUNICIPAL BUILDING**

**1. OBJECTIVE:**

The Greenwich Township Committee, or their representatives, hereafter referred to the "Owner" or the "Township", is seeking the services of an Architect licensed in the State of New Jersey to provide design and cost estimating services for the construction of a new modular municipal building, on property known as Block 26, Lot 7, Greenwich Street (CR 638), Greenwich Township, Warren County, New Jersey, being commonly known as the former Hamlen Farm. The Township intends that the Architect be the "Lead" on this project and coordinate all of the disciplines. The Architect is to work under the supervision of the Owner or its designated representative.

The Proposal shall contain the following:

- A. Fee Schedule Breakdown Pricing per Phase (Use Attached Form)
- B. Hourly Rate Fee Schedule (Attach Itemization)
- C. Schedule of Reimbursables (Attach Itemization)
- D. Estimated Timetable based on Greenwich Township's Anticipated Schedule as set forth under Paragraph 3
- E. All of the Requirement set forth under Paragraph 6

In order to be considered responsive, ten (10) copies of the proposals must be submitted to Kimberly Viscomi, Township Clerk, Greenwich Township Municipal Building, 321 Greenwich Street, Stewartsville, New Jersey 08886.

Proposals must be received no later than January 29, 2009 at 3:30 pm to be eligible for consideration by Greenwich Township. Each proposal shall be submitted in a sealed envelope which is clearly marked, "Request for Proposal Architectural Consulting Design Services for the new Greenwich Township Municipal Building."

**2. SITE VISIT:**

The Architect may request a site visit to review the existing conditions by contacting Michael S. Finelli, P.E., Greenwich Township Engineer, Finelli Consulting Engineers, Inc., 205 Route 31, Washington, New Jersey 07882, telephone number(908) 835-9500, facsimile number (908) 835-9909 or email address at [mikéf@finellicon.com](mailto:mikéf@finellicon.com).

**3. TIMETABLE:**

The Township intends to review the proposals within fifteen (15) days of the advertised opening date. The Consultant may be asked to attend an interview.

Greenwich Township's Anticipated Schedule is as follows:

Begin architectural work on or about **4/20/09**

Present concept drawings and cost estimate to Township Committee: **5/20/09**

Present final concept drawings and cost estimate to Township Committee: **7/9/09**

Submit final bid documents (construction plans and project specifications with instructions for bidders) to Township Committee for incorporation in the bid documents: **10/8/09**

**4. PROJECT BACKGROUND:**

As background for this project, the Architect must completely familiarize himself/herself with the attached Exhibit A entitled "Modular Building Plan," and Exhibit B "Conceptual Modular Layout Plan".

**5. ARCHITECTURAL SERVICES AND RESPONSIBILITIES:**

5.1 The Architect will render all of the services required by this Request for Proposal and by such other direction from the Township designee. This Contract contains provisions with which the Architect should become fully familiar.

5.2 Site/Civil Engineering Services required shall include, but not be limited to the following:

The Township Engineer will provide a Survey and Site Plan with contours and boundary to the Architect, including utility locations. The Architect shall review all pertinent site information. The Township Engineer, with input from the Architect, will prepare a preliminary site design indicating storm water requirements, on site water supply lines, communication lines, etc.

5.3 The Architect, by submitting a proposal, represents that they are knowledgeable and have full experience in the design and construction of modular buildings and thoroughly can indicate their understanding of what

is supplied by the modular manufacturers with this type of construction. In addition, the architect needs to show that they have the experience and understanding of the requirements for a municipal building for public meetings, assembly, municipal offices, municipal courts, police facilities and record storage. The township will be relying on the skill and judgment of the architect. The architect will render advice and make recommendations in its program and design.

- 5.4 Programming Services - The Architect will analyze the Owner's needs and provide a complete written program for the requirements of the project. The architectural space programming phase documents shall include written description and graphic analysis of space layout, adjacencies and functional group layouts. The program will be sufficient so that the Architect can proceed to schematic design. The "Preliminary Program" is not structured to serve as an architectural program for the Municipal Building. It is an initial guideline. Specific space programming will be required to refine recommendations into the detail necessary for space layout. The Architect shall be responsible for the Township Committee and Township Engineer "signing off" on the Program before schematic design begins.
- 5.5 Schematic Phase - The Architect will provide a complete Schematic design for the building. The documents shall be based upon Exhibit A and include a floor plan and four elevations. The Architect shall be required to apply the concepts from the US Green Building Council's LEED NC or LEED EB criteria. The criteria shall include the Programming, design and cost estimate phases. The Township may elect not to pursue LEED certification. However, the Consultants must follow all applicable LEED criteria.
- 5.6 Cost Estimating Services - The Architect will provide complete and comprehensive cost estimates for the Schematic design for the site and building construction.
- 5.7 Presentations/Meetings required to attend shall include, but not be limited to the following:
  - (1) Attend all Greenwich Township Design and/or Capital Projects Committee review sessions.
  - (2) Formally present design and cost estimate to the Township Committee.
  - (3) Attend, coordinate and administer all charette meetings to determine the applicable credits for LEED NC or LEED EB.
- 5.8 Provide electronic documents in Microsoft Word and Excel and AutoCad (Edition as per Township requirements) for the Township's permanent file.

The Township shall have the ability to modify the documents as needed for future use and maintain the intellectual rights of the documents provided by the Architect and its consultants.

5.9 The Program, Schematic Phase and Cost Estimate shall incorporate N.J.A.C. Title 15.

**6. SUBMITTAL REQUIREMENTS FOR THIS REQUEST FOR PROPOSALS:**

Firms desiring to provide the professional services requested must submit the following:

- 6.1 Letter of intent which is to include an outline of experience and a minimum of three modular construction projects along with proven experience in government or private structures of similar magnitude and detail which the firms believes qualifies them to be considered to provide the necessary services for this project.
- 6.2 Design team, including consultants with resumes. Consultants must be experienced in designing similar government/municipal type facilities along with modular construction experience. At least one member from the Architect's firm must be LEED AP accredited as part of the US Green Building Council's standards.
- 6.3 Team Organization Chart identifying all associated firms and their respective roles, including name of firm(s), key personnel and disciplines.
- 6.4 Demonstrate an ability to coordinate with Municipal, County and other Government Agencies and Administrations.
- 6.5 Years of experience in governmental consulting, including references of three projects.
- 6.6 Photographs of recent examples of work, including government facilities, indicating design excellence and a brief description of why the project represents design excellence, (not more than four (4) projects).
- 6.7 List four (4) Project references, at least two must be government facilities including:
  - (1) Name of Client.
  - (2) Client's contact person and telephone number.
  - (3) Scope of project: Services rendered.  
Size in square feet.  
Construction Costs.  
Architect/Engineer Costs.

- (4) Photographs, drawings, rendering or other information which would describe the project.
- 6.8 Copies of current State Registration of Architects of the proposed team.
- 6.9 Indication of Professional Liability Insurance including:
  - (1) Carrier and telephone number of Agent.
  - (2) Limits and type of coverage.
  - (3) Years of coverage has been in effect and years with present insurer.
- 6.10 Submit a brief outline explaining your understanding of three dimensional modular building constructions and what services are provided by the modular manufacturer with their construction methodology.

**7. PROPOSAL EVALUATION:**

All respondent's proposals will be reviewed and evaluated by a Township Selection Committee. Selected firms may be requested to appear before the Committee for interviews. Final ranking of the firms will be presented to the Greenwich Township Committee for approval and selection.

Greenwich Township reserves the right to reject and/or all proposals.

**8. INSURANCE REQUIREMENTS**

The vendor will carry, at its sole cost and expense, the following insurance coverage's:

- 8.1 Commercial general liability insurance the minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.
- 8.2 Commercial automobile liability insurance the policy shall cover any auto with minimum limits of liability in the amount of \$1,000,000 per occurrence as combined single limit for bodily injury and property damage.
- 8.3 Worker's compensation insurance in the statutory requirements.
- 8.4 All policies shall be written on an occurrence basis. No "claims made" policy shall be permitted.
- 8.5 Prior to the contract award, the vendor shall provide the Township with a certificate of insurance evidencing proof of the insurance coverage's set

forth above. During the term of the contract, it shall be the responsibility of the contractor to provide the Township with additional certificates of insurance evidencing policy renewals in the coverage's set forth above when any insurance policy expires. All certificates of insurance shall contain a 30-day notice of cancellation.

- 8.6 The Township of Greenwich shall be named as additional insured with respect to Township RFP.
- 8.7 The vendor shall, on behalf of itself and its insurance carriers, waive any and all rights of subrogation against the Township of Greenwich.

## **9. INDEMNIFICATION**

9.1 The vendor will indemnify and hold the Township of Greenwich harmless from any and all loss, damages, suits, penalties, cost, liabilities and expenses, including, but not limited to, reasonable investigation and legal expenses arising out of, or under this agreement. This indemnification includes, but is not limited to, responsibility covering liability for: 1) personal injury or property damage, including damage to any items moved, 2) environmental liability, 3) damage for payment for the use of any patented or copy written materials, process, article or device that may enter into the manufacture or construction or form a part of the work covered by this agreement, 4) for any statutory or administrative penalty for which the Township may be held liable on account of the fault or default of the contractor, and 5) any and all damage or injury sustained on account of the default of the contractor and costs and expenses in connection with remedying, repairing or completing the contractor's work.

## **10. MANDATORY AFFIRMATIVE ACTION LANGUAGE**

APPENDIX A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)  
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)  
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

**11. Americans with Disabilities Act of 1990, Equal opportunity for individuals with disability**

The contractor and the Township of Greenwich, (hereafter "Township") do hereby agree that the provisions of title 11 of the Americans with Disabilities Act of 1990 (the "act") (*42 U.S.C. s121 01 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this act. The contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the *Township shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.*

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of the agreement or otherwise at law.

## **12. "New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the director, new jersey division of taxation, the use tax due pursuant to the sales and use tax act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of p.l.2001, c.134 (c.52:32-44 et al.) Or subsection e.

### **Registering a business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the department of the treasury, division of revenue. Registration is free and

is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, County, municipal, local board of education, charter school, County college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

**To register:** businesses must complete **form NJ-REG** and submit it to the division of revenue. The form can be filed form online or by mailing a paper form to the division. Online filing is strongly encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “register for tax and employer purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the division at 609-292-1730 to have a form mailed to you.

Write to the division at: Client Registration Bureau, Po Box 252, Trenton, NJ 08646-0252

### 13. Pay to Play Advisory

#### ADVISORY

#### Notice of Disclosure Requirement “Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting  
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

If you have any questions please contact ELEC at: 1-888-313-ELEC (toll free in NJ) or 609-292-8700

An analyst from ELEC’s Special Programs Section will assist you.

TOWNSHIP OF GREENWICH  
REQUEST FOR PROPOSALS  
ARCHITECTURAL CONSULTANT  
DESIGN FOR NEW MUNICIPAL BUILDING

**FEE SCHEDULE FORM**

Fee Structure – breakdown of fixed fee pricing for complete design through construction administration services for Greenwich Township Municipal Building:

1. Schematic Design	\$ _____
2. Construction Documents	\$ _____
3. Bidding	\$ _____
4. Contract Administration	\$ _____
 TOTAL	 \$ _____

\_\_\_\_\_  
Consultant's Name

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

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated