



## **PROPOSAL**

**For:**

**DCA IDA**

**To:**

Department of Community Affairs  
Division for Disaster Recovery & Mitigation  
6<sup>th</sup> Floor, Room 613  
Re: Design and Engineering RFQ  
101 South Broad Street  
Trenton, NJ 08625

**From:**

**MISTRY DESIGN**  
350 Clark Drive, Suite 101  
Budd Lake, NJ 07828

## **A. TECHNICAL QUOTE (4.9)**

- Management Overview (4.9.1)
- Contract Management (4.9.2)
- Contract Schedule (4.9.3)
- Mobilization Plan (4.9.4)
- Organizational Experience (4.9.5)
- Location (4.9.6)
- Organization Charts (4.9.7)
- Resumes (4.9.8)
- Experience with Contracts of Similar Size and Scope (4.9.9)
- Financial Capability of the Bidder (4.9.10)
- Indemnification and Insurance (4.9.11)
- MBE, SBE & DPMC Certificates

## **B. IDA DESIGN AND ENGINEERING SERVICES TERM CONTRACT RATE SCHEDULE – INSTRUCTIONS AND GUIDELINES (4.10)**

- Services and Prices/Costs (4.10.1)

## **C. FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE (4.8)**

- State of NJ Standard Terms and Conditions (4.8)
- Waiver Supplement to Standard Terms and Conditions (4.8)
- Ownership Disclosure Forms (4.8.1)
- Disclosure of Investment Activities in Iran Form (4.8.2)
- Disclosure of Investigations and other Actions involving Bidder Form (4.8.3)
- McBride Principals Form (4.8.4)
- Service Performance within the United States (4.8.5)
- Confidentiality/ Commitment to Defend (4.8.6)
- Subcontractor Utilization Plan (4.8.7)
- Pay to Play Prohibitions- Annual Report Certificate (4.8.8)
- Affirmative Action- Employee Information Report (4.8.9)
- Business Registration (4.8.10)
- Certification Regarding Prohibited Activities with /Russia or Belarus (4.8.11)

**A**

TECHNICAL QUOTE (4.9)

## **MANAGEMENT OVERVIEW (4.9.1)**

DCA has taken on the task of addressing damage caused by Hurricane IDA and providing for greater resiliency in the future of manmade structures. They are anticipating projects of 3 types:

1. Storm Damage Repair & Mitigation
2. Building Elevation
3. Building Replacement/New Construction

Each type will have their associated tasks. In general, we anticipate the following tasks per project type.

### Storm Damage Repair & Mitigation

- Investigate existing structures to outline repairs
- Construction Documents of Repairs, Building Permit applications where required
- Provide Cost Estimates
- Construction Administration

### Building Elevation

- Investigation- Site Survey, Determine BFE/DFE, Building Survey, Review Flood Maps, Flood Zone, Geotech soil report, Structural review
- Review Zoning for heights, possible encroachments for new stairs/decks
- Possible Zoning Approvals
- Design & Construction Drawings- Architectural & Structural design for Piles or Masonry Foundation, Connection to 1<sup>st</sup> floor Entry, Break away walls or Flood vents, Raising MEP services & Utilities, Update Site features, Building Permit applications
- Prepare Cost Estimates
- Construction Administration

### New Construction

- Where Repairs & Elevation are not appropriate, New Construction shall take place
- Investigation- Site Survey, Determine BFE/DFE, Review Flood Maps, Flood Zone, Geotech soil report
- Prepare Schematic Architectural Drawings along with Site Drawings. Review Zoning requirements
- If Zoning/Planning Board approvals are required, Contractor to pursue those tasks
- Design & Construction Drawings- Prepare Architectural, Structural & MEP Drawings for New Construction. Design to latest BFE/DFE requirements. Follow DRM IDA Design Standards for materials and components
- Construction Administration

#### **CONTRACT MANAGEMENT (4.9.2)**

Mistry Design will assign a Project Manager to each DCA project. That PM will be responsible for laying out an initial schedule as well as communications with the State Project Director. A Project Architect will be assigned for each project to oversee the Design of the project. The Principal will have oversight of the Project Manager and Project Architect and will be available for any concerns that the State Project Director may have.

The PM will keep a Project Log of all ongoing projects and their status. The Log will be sent to the State Project Director on a weekly basis. The PM will have, depending on activity, weekly or bi-weekly virtual meetings with the State Project Director to keep him/her abreast of status on projects.

Mistry Design has in-house capabilities of Architecture & Interior Design Services. Mistry Design will act as a Prime and Subconsult out other trades that may be required for each specific job (ie- Surveying, Site Engineering, Structural Engineering, MEP Engineering, etc). We have listed the Sub-Consultants in our Organizational Chart. Mistry Design will oversee all of their Sub-Consultants.

#### **CONTRACT SCHEDULE (4.9.3)**

Mistry Design will use a GANTT chart to track main tasks and associated deadlines and milestones. We will update the chart as required for any adjustments. We will review upcoming milestones on our weekly call.

Our experience working for Private developers and their compressed schedules will serve us well in meeting deliverable dates for DCA.

#### **MOBILIZATION PLAN (4.9.4)**

Once we have a contract award we can quickly mobilize our staff to get our initial work started. We anticipate our initial work on most projects as Surveying the Building and/or Surveying the Site. Those tasks are easier to schedule and can take place quickly.

For the initial Kick Off Meeting ,which we would propose to do virtually to save time, we can outline our Mobilization Plan and discuss all pertinent information to start the Job.

- Discuss Contract Intent and Scope of Work
- Review the Mobilization Plan. The Mobilization plan will outline a timetable 10 to 15 days from Notice to Proceed
- Assign Project Manager & Project Architect to open lines of communication.
- Discuss Schedules and Status Reporting Forms
- Establish Weekly/Bi-Weekly Calls

## **ORGANIZATIONAL EXPERIENCE (4.9.5)**

### **FIRM DESCRIPTION**

Formed in 2002, Mistry Design, LLC is a full service architectural firm that can provide the experience base of world-class companies while maintaining the personal commitment that only a small firm can give. We bring a great range of project experiences in type as well as in scale. Institutional, commercial as well as residential, our services can include interior planning, building design, and master planning. We take pride in our ability to give our clients service with a great deal of creativity and integrity.

Lead by the founder, Yogesh Mistry, AIA, the entire staff is fully knowledgeable of the management tools and the drafting software. This enables us to fully integrate all aspects of the project process eliminating much of the duplication that often occurs. By keeping our project process and our management efficient we can provide more service for less.

### **BUSINESS FORM**

Mistry Design, LLC is a Single Owner Limited Liability Company in the State of New Jersey. Yogesh Mistry is 100% Owner. Mistry Design LLC is registered with the State of NJ to practice Architecture. In addition Yogesh Mistry is a licensed Architect in NJ, NY, PA, MA & CT.

### **DESIGN PHILOSOPHY**

We believe that excellence in architecture is a product of understanding client's goals while developing the best ideas possible through collaboration. Good design should work at any budget. As architects, we believe our job is to listen to our clients and to take these goals and ideas and create visual and functional solutions.

### **EXPERIENCE**

We have a diverse project experience base which includes small and large projects in: Single Family Residential, Multi-Family Residential, Office, Educational, Hospitality, Retail, Pharmaceutical, Healthcare, Warehouse, Religious and Recreational.

### **LIST OF SERVICES**

- Architecture
- Interior Design
- Site Master Planning
- Client Programming

- Construction Administration
- Façade Renovation Design
- Testify at Planning & Zoning Boards
- Graphic Design
- 3d Models & Renderings

## **CERTIFICATIONS**

Licensed in Architecture in- NJ, NY, PA, CT, NH, MA, MD, VA & TX  
 Licensed in Interior Design in- NJ  
 LEED AP  
 Certified Small Business Enterprise (SBE) & Minority Business Enterprise (MBE)  
 Pre-Qualified with NJ DPMC  
 AIA- American Institute of Architects (Past President- Newark & Suburban Chapter)  
 Society of Indo American Architects & Engineers- Board of Directors

## **STAFFING**

We feel project success is forming an excellent team from the beginning. To that end we intend to execute all projects with the most senior staff. Yogesh Mistry, AIA will lead the project as Principal Designer and Director. A Project Architect and Project Manager will oversee day to day tasks. In addition Junior Architects will assist in the Drafting and execution of the project. With this core team we will provide the appropriate level of oversight and overlap to make it successful. It will also ensure its completion in a timely manner.

## **DESIGN METHOD**

We start each project by first understanding the user. This in the end will be the judge of the project's success. We always look to design spaces rather than built construction. The spaces are what users inhabit. We ask ourselves many questions as we design: How will this space feel? Will it be too open? Or too congested? How will this space help enhance the function? Will it encourage discussion? Or discourage interaction?

We strongly feel light plays a critical role in design. Although very subjective, there are correct and incorrect ways to illuminate space. Just as a dark restaurant plays into its setting, a properly lit office allows for less eye strain and tiredness. We will carefully look at how light will shape the spaces we design.

We also feel that design impact should not be limited by the budget. Something as simple as a paint color can drastically impact a space with minimal impact on the budget. We always strive to find unique ways to incorporate design into any budget.

## **PROJECT ORGANIZATION**

We have worked with various Owner/ Developer/ Contractor relationships and understand each one as a unique set of requirements. We have a structured method of process oriented guidelines which include the following:

- Establish Programming Goals with Tenant/Client
- Understand Existing Client Environments
- Confirm Existing Conditions & Landlord Requirements, Standards & Limitations
- Develop Designs with Feedback from Client
- Review Budgetary goals during various Stages
- Coordination with Engineering SubConsultants
- Obtain Approvals during multiple stages from Owner/Client
- Layered Quality Control- from Drafter to Project Manager to Project Director to Principal

## PROJECT EXPERIENCE

### RESIDENTIAL- SINGLE FAMILY

|                                                                                                  |                      |
|--------------------------------------------------------------------------------------------------|----------------------|
| Single Family Homes- Over 100 Homes throughout NJ                                                | 2,000 sf - 6,000 sf  |
| Elevated Shore Homes after Sandy- Various Homes in Lavalette, Manasquan, Manahawkin & Toms River | Varies, +/- 2,500 sf |
| Group Homes – State Funded, Energy Star- Over 40 Group Homes throughout NJ                       | +/- 2,500sf          |

### RESIDENTIAL- MULTI- FAMILY

|                                                                        |            |
|------------------------------------------------------------------------|------------|
| Wanaque Senior Housing I&II, Wanaque, NJ (3 stories over parking)      | 65,000 sf  |
| Valley View Housing, Sparta, NJ (3 stories-42 units over parking)      | 115,000 sf |
| Hamlet & Towne Center, Sparta, NJ (3 stories-44 units over parking)    | 130,000 sf |
| Meridia at Park Ave, West NY, NJ (4 stories-125 units over parking)    | 188,000 sf |
| Meridia Waters Edge, Rahway, NJ (4 stories-115 units over parking)     | 138,000 sf |
| Lafayette Village, Rahway, NJ (3 stories-125 units over parking)       | 161,000 sf |
| Transit Place, E. Rutherford, NJ (3 stories over 2 story parking)      | 95,000 sf  |
| Park View Apt, Wallington, NJ (3 stories over 1 story parking)         | 95,000 sf  |
| Citivillage Apt -Bldg.#1, Linden, NJ (4 stories-39 units over parking) | 60,349 sf  |
| Citivillage Apt -Bldg.#2, Linden, NJ (5 stories-75 units over parking) | 114,565 sf |
| N. Arlington Apt, N. Arlington, NJ (4 stories over 2 story parking)    | 36,697 sf  |
| 223 Broad Street Apt, Bloomfield, NJ (4 stories over 2 story parking)  | 32,896 sf  |
| Aspen Manor Apartment- Fire Renovation, Woodbridge, NJ                 | 15,300 sf  |
| The Ridge Apartments, Bound Brook, NJ                                  | 39,925 sf  |
| Mohring Place Apartments, Bound Brook, NJ                              | 55,333 sf  |
| Citivillage @ Plainfield Station - Building A, Plainfield, NJ          | 133,386 sf |
| 127 Talmage Apartments, Bound Brook, NJ                                | 63,150 sf  |

### TRANSPORTATION & PUBLIC WORKS

|                                                                              |           |
|------------------------------------------------------------------------------|-----------|
| Port Authority of NY & NJ- Lincoln Tunnel TMC Room Renovation, Weehawken, NJ | 2,500 sf  |
| Battery Parking Garage Rehab -Toilet Rooms Renovation, New York, NJ          | 1,000 sf  |
| Brooklyn Army Corp Building-Lobby Bathroom Renovation, Brooklyn, NY          | 1,000 sf  |
| Lincoln Tunnel ITS                                                           | sf        |
| LIRR Station Study MTA (Various Location in Long Island, NY)                 | varies    |
| South Woods State Prison, Bridgeton, NJ                                      | 15,600 sf |

### RETAIL

|                                                           |            |
|-----------------------------------------------------------|------------|
| The Village at Rockaway, Rockaway, NJ                     | 209,000 sf |
| Montblanc/Seeger Stores (Hawaii, San Francisco, New York) | 1,500 sf   |
| GAP/Banana Republic/Old Navy Stores (35 locations)        | varies     |

|                                                           |           |
|-----------------------------------------------------------|-----------|
| Sony Plaza, New York, NY                                  | 10,000 sf |
| Hamilton Home Furnishings, Hamilton, NJ                   | 34,000 sf |
| The Shops at Franklin Square, Franklin Township, NJ       | 55,000 sf |
| Direct Buy Showroom, Randolph, NJ                         | 13,500 sf |
| JC Penney Shops Renovations, Rockaway, Paramus, Wayne, NJ | 37,500 sf |
| 7-11 Convenient Stores (Bridgewater, Freehold, NJ)        | varies    |
| Minerals Resort Gift & Coffee Shop, Vernon, NJ            | 700 sf    |
| Deep Wellness Center, Roxbury, NJ                         | 1,900 sf  |
| Patel Brothers (Various Location in NJ, NY, NH, CT & MD)  | varies    |
| Parivar Super Market, New Castle, DE                      | 22,255 sf |

## **EDUCATION**

|                                                               |            |
|---------------------------------------------------------------|------------|
| Brewster Middle School, Brewster, NY                          | 50,000 sf  |
| Farleigh Dickinson University Academic Building, Madison, NJ  | 40,000 sf  |
| Sparta Middle School, Sparta, NJ                              | 120,000 sf |
| Cedar Hill Prep School Additions & Renovations & New Building | Varies     |
| MFI School, Franklin Township, NJ                             | 31,247 sf  |
| Plainfield Day Care, South Plainfield, NJ                     | 7,000 sf   |
| Cranbury Day Care, Cranbury, NJ                               | 19,000 sf  |
| Riverview School, South Plainfield, NJ                        | 85,901 sf  |
| Heritage School, New York, NY                                 | Varies     |

## **CORPORATE/ OFFICE**

|                                                                      |            |
|----------------------------------------------------------------------|------------|
| Panalpina, Windsor Locks, CT                                         | 12,000 sf  |
| ITT Avionics- Parking Garage Conversion, Clifton, NJ                 | 100,000 sf |
| TMI Office & Warehouse, Rockaway, NJ                                 | 90,000 sf  |
| Sony Inc., Park Ridge, NJ (various projects, offices, showroom, gym) | varies     |
| TV Asia Broadcast Studios, Edison, NJ                                | 47,500 sf  |
| 15 Corporate Place, Piscataway, NJ (Interior Fit Outs)               | 161,000 sf |
| 50 Cragwood, South Plainfield, NJ (Interior Fit Outs)                | 90,000 sf  |
| Cornerstone Office Building, Roxbury, NJ                             | 30,000 sf  |
| SPSK Law Offices, Florham Park, NJ                                   | 9,000 sf   |
| 220 Davidson Ave, Somerset, NJ (Interior Fit Outs)                   | 150,000 sf |
| Gateway Commons, Princeton, NJ (Interior Fit Outs)                   | 16,000 sf  |
| MP Engineers, New York, NY                                           | 5361 sf    |
| Amneal Executive Office, Piscataway, NJ                              | 20,782 sf  |
| Amneal Corporate Office, Bridgewater, NJ                             | 36,774 sf  |
| National Holdings Office, Red Bank, NJ                               | 4,674 sf   |

## **HEALTHCARE**

|                                                        |          |
|--------------------------------------------------------|----------|
| Gastroenterology Medical Offices, North Bergen, NJ     | 3,000 sf |
| Lincoln Park Rehab Addition, Lincoln Park, NJ          | 4,700 sf |
| Old Bridge Physical Therapy & Pharmacy, Old Bridge, NJ | 2,700 sf |

|                                                           |           |
|-----------------------------------------------------------|-----------|
| Davis Center, Mt Olive, NJ                                | 15,100 sf |
| University Hospital Morgue & Reception, UMDNJ, Newark, NJ | 10,000 sf |
| Denville Sports Rehab. Center, Denville, NJ               | 10,000 sf |
| Westchester Medical Center- ICU, Valhalla, NY             | 20,000 sf |
| NJ Heart Sleep Lab & Offices, Newark, NJ                  | 12,000 sf |
| Pittsburgh Sleep Lab, Pittsburgh, PA                      | 3,200 sf  |
| Exclusive Oral Surgery & Dental, Wayne, NJ                | 3,000 sf  |
| Harmony Adult Day Care, Piscataway, NJ                    | 14,200 sf |
| Apple Dental/ Medical Offices, Scarsdale, NY              | 1,600 sf  |
| Northern NJ Endoscopy/Surgical Center, Newton, NJ         | 6,500 sf  |
| Apple Doctor's Office, 2112 Broadway, NY                  | 1,200 sf  |
| Woodbridge Dialysis Center, Woodbridge, NJ                | 8,000 sf  |
| Dunellen Gastroenterology, Dunellen NJ                    | 3,000 sf  |
| Barnabas Health, Kimball- Mammography, Lakewood, NJ       | 4,000 sf  |
| Kingley Health Center, Piscataway, NJ                     | 18,000 sf |
| Flemington Adult Day Care, Flemington, NJ                 | 7,500 sf  |
| Allentown Adult Day Care, Allentown, PA                   | 13,000 sf |
| Deep Wellness Center, Roxbury, NJ                         | 1,900 sf  |
| NJ Heart Dr. Offices, Elizabeth, Linden & Newark          | Varies    |

## **WAREHOUSE**

|                                                    |              |
|----------------------------------------------------|--------------|
| Aspen Drive Flex Building, Randolph, NJ            | 23,000 sf    |
| Randolph Flex Building, Randolph, NJ               | 40,000 sf    |
| Rockaway Commons (3 Bldgs.) JLL, Rockaway, NJ      | 252,000 sf   |
| East Hanover Warehouse, East Hanover, NJ           | 20,000 sf    |
| Roxbury Warehouse, Roxbury, NJ                     | 8,800 sf     |
| Walker Intl., Monroe, NJ (Storage Studies)         | 370,000 sf   |
| Meridia Carlstadt Warehouse, Carlstadt, NJ         | 142,000 sf   |
| TMI – Warehouse, Rockaway, NJ                      | 90,000 sf    |
| Heller Warehouse Building, South Brunswick, NJ     | 285,000 sf   |
| Heller Warehouse Building, South Brunswick, NJ     | 1,160,000 sf |
| Heller Warehouse Building #4, South Brunswick, NJ  | 387,744 sf   |
| Heller Warehouse Building #5, South Brunswick, NJ  | 674,209 sf   |
| Uncommon Logistics, Flanders, NJ                   | 158,000 sf   |
| CPFPI Packaging, Monroe, NJ                        | 250,000 sf   |
| York Studios, Bronx, NY (Concept Studies- Phase 2) | 307,000 sf   |
| Paterson Warehouse, Paterson, NJ                   | 12,000 sf    |
| Kenilworth Warehouse, Kenilworth, NJ               | 17,837 sf    |
| RAB Warehouse, Cranbury, NJ                        | 3,545 sf     |
| Kearny Warehouse, Kearny, NJ                       | 8,964 sf     |
| Pine Street Warehouse, Montclair, NJ               | 13,607 sf    |

## **HOSPITALITY**

|                                       |           |
|---------------------------------------|-----------|
| Wilshire Grand Hotel, West Orange, NJ | 55,000 sf |
|---------------------------------------|-----------|

|                                               |           |
|-----------------------------------------------|-----------|
| Homewood Suites, Monroe, NJ                   | 93,000 sf |
| Comfort Suites Hotel, Mahwah NJ               | 38,000 sf |
| Best Western Hotel, Budd Lake, NJ             | 21,000 sf |
| The Inn at Rockaway, Rockaway, NJ             | 25,000 sf |
| Speculative Hotel, Syracuse, NY (Studies)     | 73,000 sf |
| Hilton Garden, Salina, NY (Planning studies)  | 65,000 sf |
| Fairfield Inn & Suites, Niagara Falls, NY     | 46,000 sf |
| Hampton Inn, Cranbury, NJ                     | 61,000 sf |
| Hampton Inn, Paramus, NJ                      | 60,000 sf |
| Springhill Suites, Whippany, NJ               | 75,000 sf |
| Tru Hilton, Grantville, PA                    | 44,832 sf |
| Crowne Plaza, Somerset, NJ (Interior Studies) | varies    |

## RELIGIOUS

|                                                                |            |
|----------------------------------------------------------------|------------|
| Chardham Temple & Community Hall, Readington Township, NJ      | 47,000 sf  |
| Durga Temple Renovations & New Priest House, So. Brunswick, NJ | 14,000 sf  |
| Yogi Divine Society Temple, Parsippany, NJ                     | 135,000 sf |
| Yogi Divine Society Temple, Lake Hiawatha, NJ                  | 60,000 sf  |
| Ananda Temple & Community Hall, Franklin, NJ                   | 20,000 sf  |
| Sri Venkateshwara Temple Railings, Bridgewater, NJ             | n/a        |
| ISKCON Hare Krishna Temple, Parsippany, NJ                     | 39,000 sf  |
| Chardham Temple Master Plan Studies, Sycamore, GA              | n/a        |
| Jain Center of NJ- Phase II, Franklin Township, NJ             | 30,000 sf  |
| Jain Center of NJ- Priest House, Franklin Township, NJ         | 3,000 sf   |
| DBVI, Franklin Township, NJ (Concept Studies)                  | 32,000 sf  |
| Govinda Temple, Jersey City, NJ                                | 10,000 sf  |
| Vraj Temple, Parsippany, NJ                                    | 33,000 sf  |
| Durga Temple Atrium & Façade Renovation, So. Brunswick, NJ     | 41,843 sf  |
| Shree Umiya Temple, Edison, NJ                                 | 64,761sf   |
| ACSF Temple, Somerset, NJ                                      | 8,770 sf   |
| Sanatan Mandir, Parsippany, NJ                                 | 8,108 sf   |

## RESTAURANT

|                                                    |          |
|----------------------------------------------------|----------|
| LeVant, Marlboro, NJ                               | 8,500 sf |
| Namaskaar, Englewood, NJ                           | 2,500 sf |
| Garam Masala, Parsippany, NJ                       | 1,500 sf |
| Callahan Catering, New York, NY                    | 3,000 sf |
| Appalachian Restaurant, Vernon, NJ                 | 7,000 sf |
| Sony Servery, Park Ridge, NJ                       | 2,500 sf |
| Latour Restaurant, Hamburg, NJ                     | 1,500 sf |
| Crystal Springs Banquet Studies, Hamburg, NJ       | varies   |
| Moe's Restaurants, Denville & Hackettstown, NJ     | varies   |
| California Tortilla Restaurants, Various Locations | varies   |
| Wild Turkey Wine Cellar Expansions, Hamburg, NJ    | 1,500 sf |

|                                              |           |
|----------------------------------------------|-----------|
| Food Trends Catering, Little Ferry, NJ       | 21,000 sf |
| Huddle House, Garfield, NJ                   | 2,200 sf  |
| Paris Baguette (Various Location in NJ & NY) | varies    |

## **SPORTS & ENTERTAINMENT**

|                                                        |           |
|--------------------------------------------------------|-----------|
| Asbury Lanes, Bowling Lanes, Bar & Nightclub           | 12,300 sf |
| Dragon's Den Martial Arts Academy, Mt Olive, NJ        | 1,500 sf  |
| Cricmax Sports Facility, Cricket Cages, Sayreville, NJ | 12,000 sf |
| Kingley Health & Fitness, Piscataway, NJ               | 18,000 sf |
| Sony Fitness, Park Ridge, NJ                           | 1,200 sf  |
| Cross Fit Gym, Newark, NJ                              | 2,700 sf  |
| Minerals Gym, Vernon, NJ                               | 5,264 sf  |

## **PHARMA & LAB/ CHEMICAL**

|                                                                |            |
|----------------------------------------------------------------|------------|
| CPFPI- Cosmetics- Filling & Packaging, Monroe, NJ              | 250,000 sf |
| Uncommon Logistics- Hazardous Materials Storage, Flanders, NJ  | 7,000 sf   |
| Fiabila – Nail Polish Manufacturing, Mine Hill, NJ             | 6,000 sf   |
| Orcas Tableting Facility, Roxbury, NJ                          | 3,400 sf   |
| VitaCare Pharma, South Plainfield, NJ ( 2 Locations)           | 34,025 sf  |
| Rahway Pharmaceutical, Rahway, NJ                              | 5,623 sf   |
| Walker International- Hazardous Materials Storage, Monroe, NJ  | varies     |
| Vils Pharma, Metuchen, NJ                                      | 6,800 sf   |
| Ranbaxy/Ohm Lab Humidity Control, North Brunswick, NJ          | 5,200 sf   |
| Ranbaxy/Ohm Lab Clean Filling Line Renov., North Brunswick, NJ | 2,300 sf   |
| Ranbaxy/Ohm Lab Loading & Air Lock, North Brunswick, NJ        | 915 sf     |
| Ranbaxy/Ohm Lab Boiler, New Brunswick, NJ                      | 990sf      |
| Bio Active Resources Renovation, South Plainfield, NJ          | 6,700 sf   |
| New Hyde Pharmacy, Queens, NY                                  | 867 sf     |
| Colgate UAP Pilot Plant Relocation, Piscataway, NJ             | 5,100 sf   |
| Adello Biologic, Piscataway, NJ                                | 4,173 sf   |
| Glenmark Pharmaceutical, Monroe, NC                            | 9,828 sf   |
| Arkish Pharmaceutical, Fairfield, NJ                           | 14,750 sf  |
| RK Pharma, East Brunswick, NJ                                  | 18,466 sf  |

## **CANNABIS**

|                                                            |           |
|------------------------------------------------------------|-----------|
| Pittsfield Cannabis Cultivation Facility, Pittsfield, MA   | 10,150 sf |
| Riverdale Center Cannabis Dispensary, West Springfield, MA | 2,789 sf  |
| Sussex Cultivation Greenhouse, Vernon, NJ                  | 42,660 sf |
| Cannabis Dispensary, Franklin Park, NJ                     | 2,242 sf  |
| Cannabis Manufacturing Facility, Montclair, NJ             | 2,099 sf  |
| Cannabis Growing Facility, Montclair, NJ                   | 3,111 sf  |

## About Us

**AWZ Engineering, Inc. (AWZ)** is a full service, multi-disciplinary, certified & insured engineering and consulting firm serving New Jersey, New York and Pennsylvania. We bring over twenty years of diversified public and private sector experience in Municipal Engineering, Land Development, Project Management, Construction Management and Land Use Permitting.

**AWZ** has the resources, personnel, and experience to provide our clients with the highest quality technical services.

Our qualified professional staff has built their reputation on quality of performance and client satisfaction. They hold all the required professional licenses and certifications, the ability, experience, resources to undertake, manage, and complete a broad range of tasks in a timely and cost effective manner without compromising quality. If required, we have the capabilities to assemble an extensive group of professionals to provide one stop service to our clients.

Whatever the size and complexity of the task, our commitment to our clients is to provide them with a highest quality project, respond to their needs quickly, efficiently and enabling them to achieve their goals on time and budget.

We look forward to be a service to you.

Sincerely yours,



Adnan A. Khan, P.E., C.M.E.  
President, Engineering & Land Development

## Serving New Jersey, New York and Pennsylvania



**A Certified MBE/DBE/SBE Firm**

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**[www.awzengineering.com](http://www.awzengineering.com)**

Over the years **AWZ** has performed tasks towards the successful completion of numerous projects to the satisfaction of our clients in the following areas:

### **Land Use Development**



- Property Due-Diligence / Feasibility Analysis
- Land Development Ordinance Review & Analysis
- Concept and Site Development Plans
- Site Plan for Retail, Residential and Commercial Developments
- Major & Minor Sub-Division Design
- Grading, Drainage, Stormwater Management Design, Reports and Plans
- Utilities Analysis & Design
- Soil Erosion and Sediment Control Plans
- Retaining Wall Design
- Lighting and Landscape Plans
- Municipal, County and other regulatory approvals
- Zoning & Planning Board Consulting & Expert Witness Testimony
- Traffic Engineering Services and Studies
- Land Surveying Services

*Engineering the Future  
with  
Dedication, Commitment and  
Teamwork*

## **Environmental & Land Use Permits**

**AWZ** Engineering has an outstanding record with the various local and state regulatory agencies in coordinating and obtaining the following applications and permits for small to large scale projects:

- Pre-Application Meetings
- Flood Hazard Area Applicability Determination
- Special Flood Hazard Area Permits
- Preliminary Wetlands Assessment & Delineation
- Wetlands Letter of Interpretation (LOI)
- Freshwater Wetlands/Transition Area Permits
- Treatment Works Approval (Sanitary Sewer Permits)
- Water Main Extension Permits
- Soil Erosion and Sediment Control Permits
- DOT Access/Road Opening Permits
- Flood Elevation Certification
- Soil Movement Permits
- Tree Removal Permits
- Environmental Impact Statement



## **Construction Management & Inspection Services**

**AWZ** Engineering provides highest quality Project & Construction Management services from the earliest planning stages through the final project closeout, enabling our clients to achieve their goals on time and budget. Our services include:



- Construction Inspection Services
- Constructability Review of Design Drawings and Specifications
- Assistance in Preparing Bid Documents
- Pre-Bid Meetings, and Site Walkthrough
- Bid Analysis
- Project Schedules & Cost Estimates
- Shop Drawings Review
- Progress Meetings
- Work Quantities Verification
- Progress Payment Review
- Value Engineering
- Preparation of Punch List
- As-Built Drawings Review and Verification
- Claim Resolution
- Project Close Out Assistance

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## JT ENGINEERING

- Accident Investigations
- Adaptive Re-Use Design
- Advanced Analyses for Extreme Events
- Advanced Analytics
- Advanced Project Delivery
- Below-Grade Engineering
- BIM
- Blast Analysis & Design
- Building Analytics
- Building Code Analysis
- Building Information Modeling (BIM)
- Composite Structures
- Computational Analysis
- Condition Assessment
- Construction Engineering
- Construction Support
- Construction Vibration Assessment & Monitoring
- Crane Planning
- Crane, Heavy-Lift & Erection Planning
- Creep/Shrinkage Effects Analysis
- Damage Investigation
- Design for Special Structures
- Due Diligence Assessment
- Earthquake Hazard Assessment
- Erection Engineering Planning, Analysis & Procedures
- Façade Consulting
- Façade Detailed Design & Engineering
- Façade Structural Analysis / Failure Analysis
- Flood Hazard Assessment
- Forensics

## ENGINEERING SERVICES

- Historic Design Consultation
- Historic Preservations
- Lightweight Structures
- Litigation Support
- Masonry
- Modeling & Detailing
- Movable Structures
- New Building Design
- On-Site Representation
- Passive House
- Performance-Based Seismic Design
- Pre-Purchase Assessment
- Project Certification
- Property Condition Assessment
- Refurbishment
- Reinforced Concrete Design
- Renovations / Expansions
- Retaining Walls & Support of Excavation
- Risk Assessment
- Sculptures & Artwork
- Shoring & Excavation
- Sidewalks
- Soil-Structure Analysis
- Specialty Engineering
- Strengthening of Occupied Buildings
- Structural Concept Studies
- Structural Design



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## JT ENGINEERING

## ENGINEERING SERVICES

- Structural Design for Building Expansions
- Structural Design for New Buildings
- Structural Engineering
- Structural Exploratory Studies
- Structural Feasibility Studies
- Structural Forensics
- Structural Optimization
- Structural Peer Review & Constructability Review
- Structural Renewal
- Structural Steel Connection Design
- Structural Steel Design
- Support of Excavation (SOE)
- Sustainability
- Temporary Structures
- Underground Structures
- Underpinning & Shoring
- Value Engineering
- Vibration Analysis & Design



**LOCATION (4.9.6)**

Mistry Design contact information is as follows:

350 Clark Drive

Suite 101

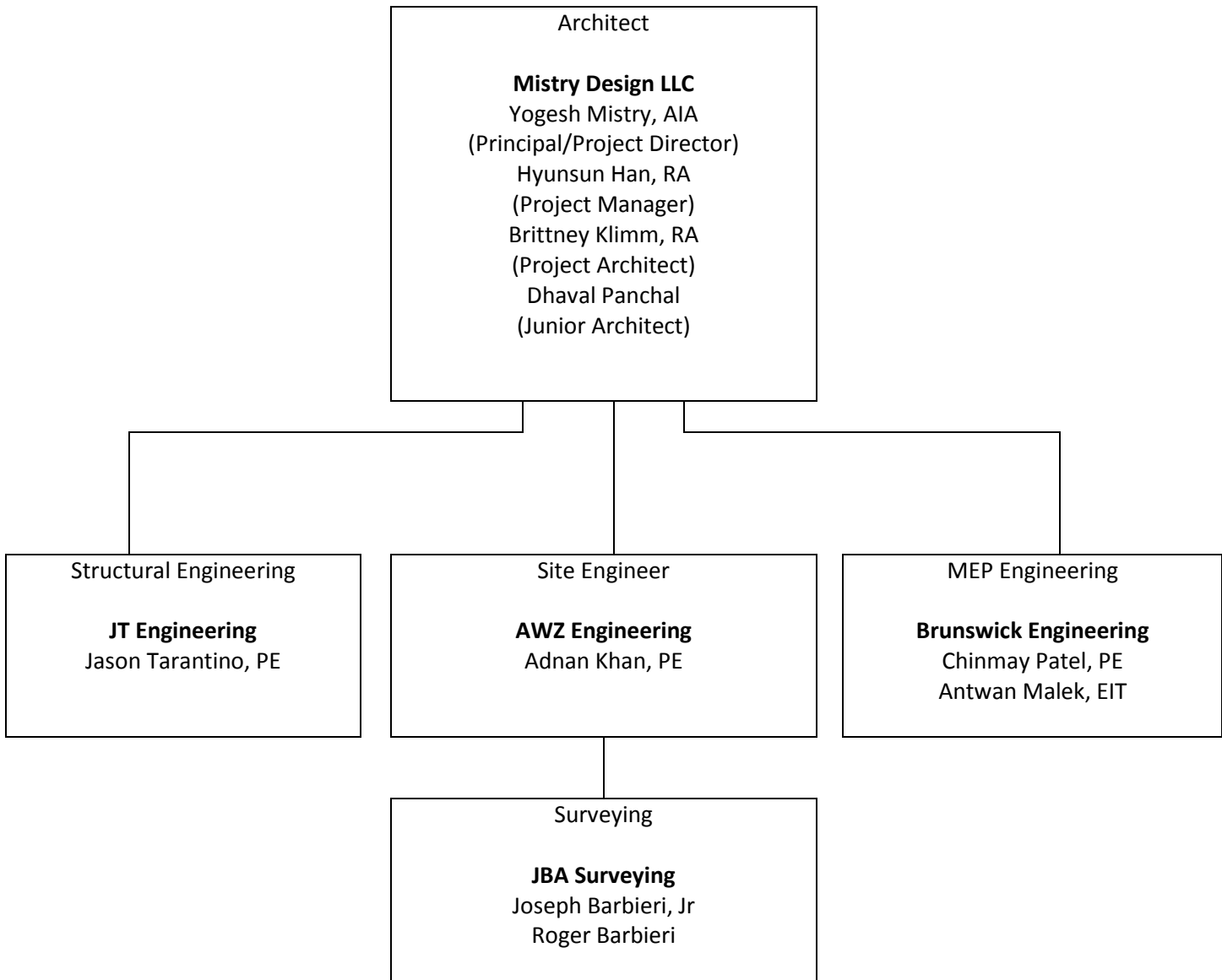
Budd Lake, NJ 07828

973.347.2727

Contact: Yogesh Mistry

[ym@mistrydesignllc.com](mailto:ym@mistrydesignllc.com)

**ORGANIZATIONAL CHART (4.9.7)**



See the following Resumes:

**MISTRY DESIGN LLC**

- YOGESH MISTRY
- HYUNSUN HAN
- BRITTANY KLIMM
- DHAVAL PANCHAL

**SITE ENGINEERING**

- ADNAN KHAN

**SITE SURVEYING**

- JOESPEH BARBIERI, JR
- ROGER BARBIERI

**STRUCTURAL ENGINEER**

- JASON TARANTINO

**MEP ENGINEER**

- CHINMAY PATEL
- ANTWAN MALEK

## **YOGESH MISTRY, AIA, LEED AP, PRINCIPAL**

Yogesh Mistry's combination of architecture and management background has helped him develop an efficient set of standards in the construction and business process. He has lead large teams on multiple projects through all phases of construction. He has project experience in various types of architectural projects including residential, religious, educational, healthcare, institutional, hospitality and commercial office buildings. His ability to work with different types of people has assisted him in client/architect/consultant coordination. His interaction in all phases, from pre-design through construction, has proven valuable in understanding the complete building process. Execution of design is complemented by a thorough knowledge of codes and technical details.

### **PROJECT EXPERIENCE**

Over 100 New Single Family Homes  
Over 40 Group Homes  
Over 10 Shore Homes (Elevated on Piles/ Raised Foundation)

Numerous New & Renovation Projects in the Commercial and Institutional sectors. See list in Mistry Design Project Experience.

### **EDUCATION**

Bachelor of Architecture - New Jersey Institute of Technology, 1993  
Masters of Management - New Jersey Institute of Technology, 1995

### **REGISTRATION**

Licensed Architect in New Jersey, New York, Pennsylvania, Connecticut, Massachusetts, N. Carolina, NCARB Certified, LEED AP, Certified Interior Designer

### **PROFESSIONAL AFFILIATIONS**

AIA Newark & Suburban President, LeTip- Secretary, NCARB, SIAEA Secretary, USGBC

### **WORK HISTORY**

2002 to Present- Mistry Design LLC, Budd Lake, NJ, - Owner and President  
1999 to 2002 Radius, Inc, Rockaway, NJ - Partner  
1996 to 1999- Gensler & Associates, Parsippany, NJ- Associate  
1993 to 1996- DMR Architects, Maywood, NJ- Intern

## **HYUNSUN HAN, RA-NY, LEED AP, PROJECT MANAGER**

Hyunsun (Sunny) Han started with the firm over 15 years ago and has grown tremendously due to her hard work ethic and ability to learn new concepts. She supplemented her education with a Master's Degree in Civil Engineering while continuing her work. She has quickly become an effective and capable Team Leader. She is an excellent problem solver in working out design solutions for various program types from her understanding of all roles from surveying through construction administration.

Sunny has volunteered in the AIA Central NJ chapter, in AIA150 events and is a licensed Architect in the State of New York.

### **PROJECT EXPERIENCE**

|                                                                              |            |
|------------------------------------------------------------------------------|------------|
| Single Family Residential Projects of all Types & Shore Elevated Homes       | varies     |
| 15 Corporate Place, Piscataway, NJ (Interior Fit Outs)                       | 161,000 sf |
| 50 Cragwood, South Plainfield, NJ (Interior Fit Outs)                        | 90,000 sf  |
| Sony Inc., Park Ridge, NJ (various projects, offices, showroom, gym)         | varies     |
| Gateway Commons, Princeton, NJ (Interior Fit Outs)                           | 16,000 sf  |
| Sony Fitness Center, New York, NY                                            | 10,000 sf  |
| The Shops at Franklin Square, Franklin Township, NJ                          | 55,000 sf  |
| Direct Buy Showroom, Randolph, NJ                                            | 13,500 sf  |
| NJ Heart Sleep Lab & Offices, Newark, NJ                                     | 12,000 sf  |
| Newton Surgical & Endoscopy Center, Newton, NJ                               | 6,000 sf   |
| Adult Day Health, Piscataway, NJ                                             | 13,000 sf  |
| Wanaque Senior Housing I&II, Wanaque, NJ (3 stories over parking)            | 65,000 sf  |
| Valley View Housing, Sparta, NJ (3 stories-42 units over parking)            | 115,000 sf |
| Hamlet & Towne Center, Sparta, NJ (3 stories-44 units over parking)          | 130,000 sf |
| High End Single Family Custom Homes                                          | varies     |
| Homewood Suites, Monroe, NJ                                                  | 93,000 sf  |
| Comfort Suites Hotel, Mahwah NJ                                              | 38,000 sf  |
| Best Western Hotel, Budd Lake, NJ                                            | 21,000 sf  |
| Speculative Hotel, Syracuse, NY                                              | 73,000 sf  |
| Cedar Hill Prep School Additions & Renovations & New Building                | varies     |
| Chardham Temple & Community Hall, Readington Township, NJ                    | 47,000 sf  |
| Yogi Divine Society Temple, Parsippany, NJ                                   | 135,000 sf |
| LeVant Restaurant, Marlboro, NJ                                              | 8,500 sf   |
| North Arlington Apartment, N. Arlington, NJ (4 stories over 1 story parking) | 36,000 sf  |

### **Education**

Bachelor of Science in Architecture - New Jersey Institute of Technology, 2004

Masters of Science- Civil Engineering - New Jersey Institute of Technology, 2006

### **Professional**

NY State Licensed Architect, LEED AP

## **BRITTANY S. KLIMM, RA, LEED AP, PROJECT ARCHITECT**

Brittany S. Klimm started with the firm in 2018 and has grown tremendously due to her hard work ethic and ability to learn new concepts. She supplemented her education with a Master's Degree in Architect. She leads multiple jobs in the role of Project Architect performing Code and Documentation Reviews. She has been involved in roles from Concept Design, Surveying through Construction Administration.

Brittany is a licensed Architect in the State of New Jersey

### **PROJECT EXPERIENCE**

|                                                                                        |            |
|----------------------------------------------------------------------------------------|------------|
| Single Family Residential Projects of all Types                                        | varies     |
| Port Authority of NY & NJ, GWB Administration Building Computer Room, Stage1 Report    | varies     |
| Port Authority of NY & NJ, Joint Fire Training Facility, Pre-Stage 1 Report            | varies     |
| Port Authority of NY & NJ, Bus Terminal Dry Sprinkler Replacement, NY, NJ              | varies     |
| Port Authority OF NY & NJ, WTC Police Locker Rooms, New York, NJ                       | varies     |
| MTA Subway Feasibility Studies -Various Subway Station throughout NYC boroughs         | varies     |
| MTA Subway Enhanced Station Initiative -Various Subway Station throughout NYC boroughs | varies     |
| MTA Metro-North railroad Enhanced Station Initiative - Various Stations in New York    | varies     |
| M & T Bank - throughout NJ, NY & CT                                                    | varies     |
| Lakeland Bank - throughout NJ, NY, CT, PA, DC & MD                                     | varies     |
| Investor Bank - throughout NJ & NY                                                     | +3,500 sf  |
| PNC Bank - throughout NJ, PA & Washington DC                                           | +3,000 sf  |
| RSI Bank, Woodbridge, NJ                                                               | 3,500 sf   |
| Columbia Bank, Paramus, NJ                                                             | 3,000 sf   |
| Armani Exchange, MA                                                                    | 7,500 sf   |
| Kirkland's, NJ                                                                         | varies     |
| Coach, NJ                                                                              | varies     |
| The Ridge Apartment, Bound Brook, NJ (5 stories with on Grade Parking)                 | 55,000 sf  |
| Group Homes, NJ                                                                        | varies     |
| Meridia Brownstone Apartment, Rahway, NJ (4 stories over 1 story parking)              | 414,209 sf |
| Amneal Corporate Office, Bridgewater, NJ                                               | 36,774 sf  |
| ISKCON Hare Krishna Temple, Parsippany, NJ                                             | 39,000 sf  |
| Vraj Temple, Parsippany, NJ                                                            | 33,000 sf  |

### **EDUCATION**

Bachelor of Science in Architecture – Northeastern University, Boston, MA 2007

Masters of Science- Architecture - Northeastern University, Boston, MA 2009

### **PROFESSIONAL**

NJ State Licensed Architect, LEED AP

Borough of Wharton Planning & Zoning Board - Sept. 2010 to Sept. 2011

## DHAVAL PANCHAL, JR ARCHITECT

Dhaval Panchal is a young and passionate Junior Architect with experience in the US as well as overseas. His studies and experience in Architecture and Urban Design affords him a varied skill set that can be applied to architectural projects. He works excellent in a team environment and can apply himself to many tasks. Dhaval is also fluent in CAD, 3D modeling and Photoshop presentation tools.

### PROJECT EXPERIENCE

|                                                                  |            |
|------------------------------------------------------------------|------------|
| Single Family Residential Projects and Group Homes               | varies     |
| Amneal Corporate Office, Bridgewater, NJ                         | 36,774 sf  |
| Amneal Executive Office, Piscataway, NJ                          | 20,782 sf  |
| Gateway Commons, Princeton, NJ (Interior Fit Outs)               | 16,000 sf  |
| SPSK Law Offices, Florham Park, NJ                               | 9,000 sf   |
| 220 Davidson Ave, Somerset, NJ (Interior Fit Outs)               | 150,000 sf |
| JC Penney Shops Renovations, Rockaway, Paramus, Wayne, NJ        | 37,500 sf  |
| Barnabas Health, Kimball- Mammography, Lakewood, NJ              | 4,000 sf   |
| Meridia Waters Edge, Rahway, NJ (4 stories over 1 story parking) | 138,000 sf |
| Homewood Suites, Monroe, NJ                                      | 93,000 sf  |
| VitaCare Pharma                                                  | 6,200 sf   |
| Adult Day Care Studies- Elmwood Park & Denville, NJ              | 8,500 sf   |
| Uncommon Logistics- Hazardous Materials Storage, Flanders, NJ    | 7,000 sf   |
| Master planning of Civil Hospital Campus, Ahemdabad, India       | n/a        |
| Flemington Adult Day Care, Flemington, NJ                        | 7,500 sf   |
| Heller Warehouse Building, South Brunswick, NJ                   | 285,000 sf |
| Hampton Inn, Paramus, NJ                                         | 60,000 sf  |
| Moe's Restaurants, Denville & Hackettstown, NJ                   | varies     |
| Bio Active Resources Renovation, South Plainfield, NJ            | 6,700 sf   |
| MFI School, Franklin Township, NJ                                | 31,247 sf  |
| Tru Hilton, Grantville, PA                                       | 44,832 sf  |
| Durga Temple Atrium & Façade Renovation, So. Brunswick, NJ       | 41,843 sf  |

### EDUCATION

Bachelor of Architecture – Sardar Vallabhbhai Patel Inst. Of Technology, Valsad, India, 2007  
Masters of Architecture in Urban and Regional Design - New York Institute of Technology, 2011

### PROFESSIONAL

Awarded the Scholarship by South Asian American Association Inc. -2010  
Awarded the Graduate Assistantship by NYIT for one year  
Graduate School project for Stewart International Airport and Regional Development of city of Newburgh with its connection to NY city presented to Port Authority of NY and Pattern for Progress (PFP)

**ADNAN A. KHAN, P.E., C.M.E.**

*President, Engineering & Land Development*

### **Professional Qualifications**

Mr. Khan is President/Principal in Charge of Engineering and Land Development, with over 30 years of diversified public and private sector experience in municipal engineering, land development, project procurement, administration and management, construction management, structural engineering and environmental compliance and permitting. He has successfully served in the roles of Project Manager, Principal Engineer and Director of Engineering for various public and private clients including state agencies, municipalities, commercial and residential developers. Mr. Khan has worked on several small, mid and large size engineering projects. Mr. Khan is responsible for design and design review & supervision of work involving all aspects of civil engineering, site and land development projects. Projects include minor and major subdivisions, minor and major site plans, utility infrastructure improvements and structural condition analysis. Mr. Khan represents clients by attending and testifying in front of numerous zoning/planning board meetings, NJ superior court as an expert witness and works closely with the planning/zoning boards and municipal engineers. As a project manager, Mr. Khan has worked on multiple capital improvements projects simultaneously with cost ranging from \$2M to over \$100M and, provided technical and administrative assistance on other capital improvements projects.

### **Education**

M.S., Civil Engineering, New Jersey Institute of Technology, 1991.

B.S., Civil Engineering, N.E.D. University of Engineering and Technology, 1988.

Certificate Program, Computer Information Systems, Dowling College, Long Island, N.Y.

### **Professional Experience**

**Bayway Refinery, Access Bridges, Linden, NJ** – The project consist of raising two vehicular access bridges located within the refinery. As part of this project, Mr. Khan performed and prepared the roadway and bridge alignment layout, utility improvements and design. In addition, he was involved in the project coordination, grading and stormwater design for the new bridge structures.

**Structural Analysis & Condition Assessment of Hurricane Damaged Structures, NJ and NY** – The project consist of structural analysis, condition assessment and reporting of the hurricane damaged residential and commercial structures. As part of this project, Mr. Khan performed and prepared the assessment reports for more than 100 structures throughout New Jersey coastal area and New York State, effected by Hurricane Irene and Sandy. In addition, Mr. Khan was responsible for the preparation of the site plans for the rebuilding efforts of the hurricane damaged structures.

**Preferred Freezer Warehouse/Storage Facility, Elizabeth, NJ** – The project consist of redevelopment of a Brownfield site located in the industrial section of the City. The site is approximately 13-acres and had several development challenges. The project includes approximately 200,000 square feet of a new warehouse/storage facility, 4-story office building, trailer storage and parking. The development of the parcel required NJDEP waterfront permit and close coordination with the Conrail due to existing active freight line service dividing the site in to two parcels. The project design involves preparing site demolition plans and coordinating demolition activities with the utility authorities and the City, designing/evaluating elements of the overall project such as utility infrastructure and regulatory requirements as well as providing detailed engineering, and landscape design and a complete site plan design documents. Mr. Khan as the project director of engineering was responsible for all aspects of project design, design and regulatory coordination, production and deliverables.

**Belmar Plaza North, Belmar, NJ** – The redevelopment project encompasses 12 city blocks and proposes to convert the existing uses to a variety of mixed uses including 1,057 residential units, 351,790 sq ft of commercial space, 48,711 sq ft of office space, 68,478 sq ft of restaurant space 258 hotel rooms, and associated parking. Belmar Plaza North is one of the several redevelopment projects proposed in the redevelopment area. Comprising of mixed residential and retail use, the project design involves designing/evaluating elements of the overall project such as utility infrastructure and regulatory requirements as well as providing detailed engineering, environmental and geotechnical investigations, and landscape design and a complete site plan design documents. Mr. Khan as the project director of engineering was responsible for all aspects of project design, design and regulatory coordination, production and deliverables.

**Garden State Paper Site, Garfield, New Jersey** – The project involves construction of a residential development in the City of Garfield, New Jersey. The project site encompasses an area of approximately 12.4 acres and is located within the Light Manufacturing Zoning District in the redevelopment zone. The project is to construct 2 mid-rise condominium structures having a total count of about 120 residential units, 180 townhouse units, a pool/clubhouse, and various other amenities. The project design includes locating and identifying the existing storm and sewer lines. Due to the close proximity of the Passaic River, researching and applying the state flood study to determine the impacts to the proposed development. Other services include calculating waste, storm and potable water demands and the ability of the existing municipal and infrastructure to support the new development, site layout, grading, drainage, soil erosion and sediment control measures, storm water management, utilities, parking facilities and roadways. Mr. Khan as the project director of engineering was responsible for all aspects of project design, design and regulatory coordination, production and deliverables.

**Richardson Lofts, Newark, NJ** – The project site is located in the downtown redevelopment area. The proposed project includes renovating the existing 66,000 SF structure and to build three new stories, totaling 30,000 additional SF. The construction includes rehabilitation of the existing six story structure, the addition of three new floors on the roof of the existing building and a new ramp and site work to accommodate parking in the first two floors of the building. The project design was challenging due to the fact the existing building currently houses mix of commercial and light industrial tenants and is over 50-year old, and is to be converted into residential lofts with two parking decks within the building. The design team has to work within the constraints of the existing building and infrastructure. Mr. Khan as the project director of engineering was responsible for all aspects of project design, design and regulatory coordination, production and deliverables.

**Crystal Springs II, Hardyston, NJ** – The project involves providing stormwater management design for a mixed-use and residential sub-division located on this 315-acre tract in Hardyston, NJ. The proposed development will include a New Town Center for Hardyston, retail components and 700+ single family and multifamily residential units. Mr. Khan worked closely with Crystal Springs engineers and planners in coordination with the NJDEP's Land Use Regulation Program (LURP) to design the water quality and groundwater recharge BMP's in accordance with the recently adopted NJDEP's stormwater regulations. The project includes design of combination of structural and non structural BMP's including Bio-Retention Systems, Infiltration Basins, Sand Filters and Manufactured Treatment Devices. Mr. Khan as the project director of engineering was responsible for all aspects of project design, coordination, production and deliverables.

**Mountain View Manor and Valley View Manor – Wantage, New Jersey** – This project is a three-phase residential and commercial project in the Township of Wantage, Sussex County, New Jersey. The project consists of three components. The first is the proposed construction of 44,000 square feet of retail/commercial space spread over 10 buildings with low/moderate income housing units on the second floor of each dwelling, design of parking lot circulation, streetscape amenities, individual

sanitary sewer disposal systems and storm water management facilities. The second portion "Mountain View Manor" is a 103-unit residential community comprised of 34 market rate townhouses and 69 single-family age restricted homes. The third phase "Valley View Manor" is comprised of 98 single-family age restricted dwellings. Both phases will be serviced respectively by packaged sewage treatment plant requiring NJDPS permit application to allow the discharge of the treated effluent into the groundwater. Also required preparation of the necessary construction documents to obtain municipal, county and state approvals such as roadway profiles, grading plans, storm water facilities and the potable water system. The potable water system includes a common well for each phase and an elevated water storage tank. Since the project is located along a state highway, NJDOT highway access permit with the associated traffic study is required. Mr. Khan as the director of engineering was responsible for all aspects of project design issues, coordination, production and deliverables.

**Hay Fever Farm Site Development Design, Robbinsville, NJ** – The project "Hay Fever Farm" is located in Robbinsville, Mercer County, New Jersey. The project is located on a 35 acre property and involves design and construction of a show horse training facility including an exhibition area and a barn facility. The project also includes employee living quarters and two dwellings for the owners and design of two on-site septic systems to service the improvements. Mr. Khan was directly responsible for the preparation of conceptual plan and complete site design of the improvements, coordinating and securing approvals from the town and the local health department in support of the project. AWZ was also responsible for the supervision of the construction management and inspection services. The construction of the project was phased out around the facility operations.

**Houses of Worship, Tri-State Area** – Mr. Khan as the Principal Engineer and the engineer of record successfully represented various houses of worship in front of the municipal land use boards throughout the tri-state area. The work scope includes preparation of the complete site engineering plans and supporting documents in support of the use variances and site plan applications per the municipal, County and State requirements, obtaining the required permits, provided construction support and inspection services.

**Hidden Meadows Major Sub-Division Design, Scotch Plains Township, NJ** – Mr. Khan as the Principal Engineer and the engineer of record designed a major residential subdivision located in Scotch Plains, Union County, NJ. The work involves site layout, grading, drainage, soil erosion and sediment control measures, storm water management, utilities and parking facility. In addition, Mr. Khan was responsible for preparing, submitting and coordinate applicable NJDEP-LURP applications and permits including wetlands fill permit and treatment works approval permit.

**YMCA of Fanwood and Scotch Plains Site Development Design, Scotch Plains Township, NJ** – Mr. Khan as the Principal Engineer and the engineer of record designed the five-phase addition to the existing YMCA facility located in Scotch Plains, NJ. The project includes construction of an indoor swimming pool facility, expansion to the existing day care and parking facility and other site/civil improvements including site layout, grading, drainage, soil erosion and sediment control measures, storm water management and utilities. The project was designed in phases to make sure not to impact the facilities daily operations. The project scope also included a wetlands delineation, interpretation and permit from the NJDEP. Due to non availability of any on-site open space, an underground detention basin was designed to meet the NJDEP stormwater requirements.

**Various Site Development Plan and Sub-Division Design** – Mr. Khan has designed various projects throughout Tri-State area involving master plan development, concept and site layout plans preparation, performing engineering due diligence assessments, conducting traffic studies, designing utilities including sewer, water, gas, and stormwater retention basins, designing roadway improvements

and developing preliminary and final site plans and subdivision plans, grading, drainage, soil erosion and sediment control measures and parking facilities.

In addition, he has prepared and coordinated applicable land use applications and permits including letter of interpretations, wetlands delineation, wetlands fill permits, special flood hazard permits and treatment works permits.

**New Jersey Transit, Morris & Essex Stations Viaduct Repairs and Water Proofing Project** - As a project manger, Mr. Khan was responsible for overall planning, management, coordination and administration of Morris & Essex line stations structural rehabilitation, accessibility improvements (ADA compliance), bridge and viaduct repair and waterproofing project. The project scope includes planning, design and construction of new structures, extensive stations structural rehabilitation, bridge and viaduct repairs & waterproofing. These stations are listed on the State and National Register of Historic places. The total cost of the project was approximately \$85M.

He was responsible for establishing and monitoring project goals and objectives from the planning and design stages through construction and project close-out, prepared scope of work, preliminary budgets, schedules and cost estimates. Selected and supervise the performance of consultants, construction managers, resident engineers, contractors and in-house forces through plan and specification review and site visits. Direct design engineers, construction management teams, contractors, and vendors to implement policies and procedures to assure conformance to NJ Transit standards. Supervise, review and approves design submittals, shop drawings and other contract documents.

Mr. Khan also supervised and coordinates code review, permit submittals, environmental compliance and regulatory reviews. He was responsible for coordinating and working with the various Federal, State and Local agencies and departments (FTA, NJDCA, NJDEP, SHPO, etc.) on issues related to the project.

**New Jersey Transit, Atlantic City Bus Terminal Relocation Project, Atlantic City** - As a project manager, Mr. Khan was responsible for overall project management, coordination and administration of the Atlantic City Bus Terminal Relocation project. Responsibilities include coordination between Casino Reinvestment Development Authority (CRDA), NJ Transit Bus Operations, Greyhound Lines and the Developer on all the design, construction and move-in issues to make sure that the project meets NJT's operational requirements. The project was design-built with very aggressive schedule. The total cost of the project was approximately \$10M.

**New Jersey Transit, Environmental Compliance Projects** - As a project manager, Mr. Khan was responsible for environmental compliance in accordance with Federal and State Regulations for all New Jersey Transit bus and rail facilities located throughout the State of New Jersey and New York. Environmental compliance includes compliance with Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), Industrial Site Recovery Act (ISRA), Spill Prevention Control and Countermeasure (SPCC) Plan and Underground Storage Tank Requirements.

He was responsible for all aspects of engineering design, design supervision of consultants and preparation of construction schedules, cost estimates and specifications for complex engineering projects, especially, involving removal and installation of underground storage tanks, installation of oil water separators / sand interceptors, industrial waste water systems. Mr. Khan was also responsible for feasibility study of alternatives for remediation and remedial design and for preparation and implementation of environmental audit manual and SPCC plans for New Jersey Transit bus and rail facilities and conducted employee training in accordance with Federal regulations.

Mr. Khan developed and implemented a comprehensive PCB transformer inventory program in accordance with Federal regulations, for NJ Transit rail operations, system wide. He also assisted NJ Transit Planning and Real State Departments, by performing property acquisitions and due diligence investigations, in accordance with ASTM E-1527-97 standards.

**Various Clients, Environmental Investigation, Assessment and Compliance Projects** - As a project manager, Mr. Khan was responsible for the preparation of construction contract specifications and work plans for the hazardous waste site remediation activities, preparation of engineer's cost estimates, bid documents, review of the certifications and permits of the disposal facilities and regulatory compliance and coordination with the New Jersey Department of Environmental Protection.

He also performed Phase-I environmental site assessments, radon testing and asbestos inspection and sampling for number of sites. Also, performed soil investigation to assess potential contamination investigations include soil borings, soil sampling, groundwater sampling, air monitoring and data evaluation, also includes is the preparation of site and contamination distribution maps on AutoCAD.

In addition, Mr. Khan performed groundwater and soil investigations to assess potential contamination on various properties and evaluate potential restrictions to site development. Investigations included collection and analysis of soil samples from test borings and test pits, installation of groundwater monitoring wells, collection and analysis of groundwater samples, air and groundwater monitoring. Also responsible for the data evaluation, feasibility study of alternatives for remediation, cost estimates, progress reports, payment certificates and preparation of site, and contaminant distribution maps on AutoCAD. Proposed and prepared the closure guidelines regarding the decommissioning of underground storage tanks.

**Professional Registrations and Certifications:**

Professional Engineer: New Jersey - No. 39812 (1996)  
Professional Engineer: Pennsylvania - No. PE-045052-E (1995)  
Professional Engineer: New York - No. 086435 (2008)  
Professional Engineer: Maryland - No. 41803 (2012)  
Certified Municipal Engineer (C.M.E.), New Jersey – No. 06-18 (2006)  
NJDEP, Underground Storage Tank Certification (entire system)  
Advanced Health and Safety Training for Hazardous Waste Operations (HAZWOPER)  
Confined Space Entry Training in accordance with OSHA 29 CFR 1910.146  
New Jersey Transit Rail Safety Training

**Professional Affiliations**

Member, American Society of Civil Engineers (ASCE)  
Consulting Member, East Hanover Environmental Commission

**Specialized Training**

Project Management Skills and Project Delivery Systems & Processes  
Construction Law  
Conflict Management  
Leading Teams  
Inter Personal Relationship  
Stormwater Management for Engineers  
Introduction to System Engineering



JOSEPH F. BARBIERI & ASSOCIATES, INC.

Land Planners

Land Surveyors

Joseph F. Barbieri

Joseph F. Barbieri, Jr.

Roger C. Barbieri

January 15, 2023

Home Address: Joseph F. Barbieri, Jr.  
22 Lenard Way  
Parsippany, N.J., 07054

Education: Bachelor of Science Degree  
Montclair State College, January, 1983

Professional Licenses: New Jersey Professional Land Surveyor, PLS No. 35350, earned in 1991  
New Jersey Professional Planner, License No. 5000, earned in 1991

Experience: Private practice experience includes over 40 years in various positions ranging from rodman through Survey Manager and currently a principal in the firm of Joseph F. Barbieri & Associates

Professional Associations: New Jersey Society of Professional Land Surveyors, member since 1979  
American Congress of Surveying and Mapping, member since 1979  
National Society of Professional Surveyors, member since 1979

Professional Activities: Past President, Bergen/Passaic Chapter of New Jersey Society of Professional Land Surveyors, 1995/1996  
State Director, Bergen/Passaic Chapter of New Jersey Society of Professional Land Surveyors, 1997/1998

Continuing Education: 12 plus Professional Development Hours a year attending New Jersey State Board of Professional Engineers and Land Surveyors Accredited classes as required by N.J.A.C. 45:8-35.2.

References: Available upon Request

*certificate of authorization: 24GA28009700*

Eleven Furler Street  
P.O. Box 435  
Totowa, New Jersey 07512  
(973) 256-6950  
Fax (973) 256-6020  
jbasurvey@verizon.net



JOSEPH F. BARBIERI & ASSOCIATES, INC.

Land Planners

Land Surveyors

Joseph F. Barbieri

Joseph F. Barbieri, Jr.

Roger C. Barbieri

Roger C. Barbieri

Joined the firm December 1982

Responsibilities:

- Oversight of operations and performance of Field Crews, Survey Technicians.
- Solicitation of work and preparation of Project Scope and Proposals.
- Project Management, Contract Review and Performance.
- Safety Compliance and Oversight.
- Project Coordination and Scheduling with Client and Contractors.
- Review of Project Approvals and Agency Permitting.
- Integration of Civil, Architectural and Structural teams with Survey Layout.
- Administrative Review and Operational Oversight.
- Accounts Receivable / Accounts Payable.

Surveying Experience:

- Route Planning and Execution of Boundary and Topographic Surveys.
- Field Crew Supervision and Data Reduction and Field Work Analysis.
- Survey Analysis and Calculations for Professional Surveyor Review.
- Civil Plan integration and preparation of Survey Layout files.
- Construction Layout Supervision and Coordination.
- Environmental Assessment, Coordination and Mapping
- Survey Pro Data Collection integration to Civil 3D Survey Database.
- OPUS GPS Analysis for Site Databases.
- CIVIL 3D CAD Drafting for presentation exhibits.

Professional Memberships:

- New Jersey Society of Professional Land Surveyors – Associate Member

*certificate of authorization: 24GA28009700*

P.O. Box 435  
Totowa, New Jersey 07512  
(973) 256-6950  
Fax (973) 405-6199  
jbasurvey@optimum.net



## JASON TARANTINO, PE

### FOUNDING PRINCIPAL / OWNER

As a founding Principal of JT Engineering, Jason's primary focus is to ensure that JTE exceeds clients expectations and developing long-term relationships. His vision, endless motivation and passion for structures creates the firm's foundation for growth. Coupled with a strong technical background in engineering theory and construction, he creates value for his clients and their projects. Outside of the office, you will find him on the links, cycling and any other sport that his wife and twin boys actively pursue.

#### CONTACT

(609) 303-0236 ext. 100  
jtarantino@jt-pe.com

#### EDUCATION

Syracuse University  
Bachelor of Science in Civil Engineering

Stevens Institute of Technology  
Master of Science in Structural Engineering

Rider University  
Master of Business in Business  
Administration

#### STATES OF LICENSURE

CT, DE, FL, MD, NH, NJ, NY, PA, VA

#### DESIGN SPECIALTIES

- Structural Steel Construction
- Cast-In-Place Concrete
- Heavy Timber

#### PROFESSIONAL AFFILIATIONS

- American Institute of Steel Construction (AISC)
- American Institute of Concrete (ACI)
- American Society of Civil Engineers (ASCE)
- Structural Engineering Institute (SEI)
- Structural Engineers Association of New York (SEANY)
- Steel Joist Institute (SJI)
- Steel Stud Manufacturers Association (SSMA)
- Steel Framing Alliance (SFA)

#### NOTABLE PROJECTS

- **The Oakland Building, Jersey City, NJ**- This (15) story 193 ft. high-rise mixed-use building stands tall on 475,000 sq. ft. of land between Oakland Avenue, Washburn Street, and Hoboken Avenue. Features of this \$120 million building include a green roof terrace, an automated parking garage, a rooftop pool, and a rooftop dog park.
- **Summit Ave. Apartments, Jersey City, NJ**- Towering over the majority of Jersey City, this (27) story (406ft), 198,000 sq. ft. building features 1st floor retail, commercial office space and (24) levels of multi-family residential units. Expansive private balconies cantilever from the main building structure to create breathtaking outdoor spaces and provide habitants premiere views of the New York City skyline.
- **West 106th St., New York, NY**- Construction of an 11 story residential building totaling approximately 39,000 sq. ft. The building includes features such as a 1 story cellar adding 3,500 sq. ft. and a rooftop terrace occupying an additional 2,800 sq. ft. The structure also includes multiple exterior balconies, egress stairwells, and an elevator shaft.
- **321 Main St., Hackensack, NJ**- This Mixed-Use podium building totals 409,000 sq. ft. and stands at 79ft. tall. Half of the building consists of 4 over 2 construction with wood over cast-in-place concrete, while the remainder of the building consists of 5 over 2 construction with Hambro load bearing gauge metal walls over cast-in-place concrete. The building features ground level retail, a 2-level parking garage, interior courtyards and interior / exterior roof top amenities.
- **Newlines Office Building, Lakewood, NJ**- Premier Class-A office building with private exterior terraces, roof top amenities / meeting area and glass curtain wall facade are some of the features that were introduced to create a great working environment. The (6) story building totals approximately 153,000 sq. ft. of multi-tenant office space. Specific efforts to minimize floor vibrations and economize structural steel framing / connections help to control construction costs.
- **Beach Green Dunes III**- This (8) story multi-family residential building totals approximately 150,000 sq. ft. The building includes ground level parking and commercial retail along with outdoor terrace spaces at the 2nd and 7th floor levels. A elevated roof top solar array structure was incorporated into the building's architecture. To speed construction and reduce cost, the building was designed using precast hollow-core plank supported on composite column and Deltabeam structure.

## HIGH RISE

- Summit Ave. Tower- Jersey City, NJ
  - (28) Story, 305 ft., 198,000 sq. ft.
- The Oakland Building- Jersey City, NJ
  - (15) Story, 193 ft., 475,000 sq. ft.
- Arverne Tides South- Arverne, NY
  - (2) Towers, (12) Story, 140 ft., 566,000 sq. ft.
- 100 Colden Ave.- Jersey City, NJ
  - (9) Story, 103 ft., 130,000 sq. ft.
- 1182 Woodycrest- Bronx, NY
  - (9) Story, 142 ft., 321,000 sq. ft.
- Conifer Flats- Jersey City, NJ
  - (9) Story, 103 ft., 130,000 sq. ft.
- Beach Green Dunes- Far Rockaway, NY
  - (8) Story, 103 ft., 80,500 sq. ft.

## MIXED USE

- 321 Main St.- Hackensack, NJ
  - (7) Story, 79 ft., 409,000 sq. ft.
- Aquaview- Bayonne, NJ
  - (6) Story, 70 ft., 181,000 sq. ft.
- Meridia at Roselle Park- Roselle Park, NJ
  - (2) Buildings, (5) Story, 70 ft., 346,600 sq. ft.
- Brownstones at Rahway- Rahway, NJ
  - (5) Story, 66 ft., 650,000 sq. ft.
- 321 Alfred Ave.- Teaneck, NJ
  - (6) Story, 89 ft., 356,000 sq. ft.

## RETAIL / RESTAURANTS

- Triumph Brewery- Princeton, NJ
  - (2) Story, 50 ft., 56,000 sq. ft.
- Saker ShopRite- Shrewsbury, NJ
  - (1) Story, 25 ft., 85,000 sq. ft.
- Saker ShopRite- East Brunswick, NJ
  - (1) Story, 25 ft., 85,000 sq. ft.
- CVS Pharmacy- Tri State Area
  - (1) Story, 22 ft., 20,000 sq. ft.
- PNC Bank- Tri-State Area
  - (1) Story, 15 ft., 12,000 sq. ft.
- Mendel Grocery & Gourmet Foods- Paramus, NJ
  - (2) Story, 25 ft., 75,000 sq. ft.
- Brick Plaza- Brick, NJ
  - (1) Story, 18 ft., 180,000 sq. ft.

## CORPORATE / OFFICE

- Newlines Tower- Lakewood, NJ
  - (6) Story 75 ft., 154,000 sq. ft.
- 100 Airport Road- Lakewood, NJ
  - (4) Story, 45 ft., 25,000 sq. ft.
- Forrester Medical Office Building- Plainsboro, NJ
  - (2) Story, 35 ft., 40,000 sq. ft.
- Silverman Corporate Headquarters- Bernards Township, NJ
  - (3) Story, 45 ft., 35,000 sq. ft.
- Marlboro Medical Arts Building, Marlboro, NJ
  - (2) Story, 25 ft., 25,000 sq. ft.

## MULTI-FAMILY RESEDENTIAL

- Garden Homes Development- West Windsor, NJ
  - (3) Story Building, 35 ft.
- Park Boulevards Apartments- Cherry Hill, NJ
  - (4) Story, 48 ft., 225,000 sq. ft.
- Washington Square- Sewell, NJ
  - (9) Story Building, 50 ft., 900,000 sq. ft.
- Fieldstone at Mt. Arlington- Mount Arlington, NJ
  - (9) Story Building, 50 ft., 550,000 sq. ft.
- Toll Brothers Newtown Woods- Newtown, CT
  - (6) Story Building, 60 ft., 290,000 sq. ft.

## EDUCATIONAL / INSTITUTIONAL

- Ocean County Library- Brick, NJ
  - (2) Story, 38 ft., 45,000 sq. ft.
- Christ of Christian Community Center- Philadelphia, PA
  - (2.5) Story, 38 ft., 38,000 sq. ft.
- Elysian Charter School- Hoboken, NJ
  - (4) Story 60 ft., 32,000 sq. ft.
- Hoboken Public Library- Hoboken, NJ
  - (3) Story, 40 ft., 20,000 sq. ft.

## AUTO DEALERSHIPS

- Circle Infiniti- Long Branch, NJ
  - (1) Story, 28 ft., 35,000 sq. ft.
- Flemington Audi- Flemington, NJ
  - (1) Story, 24 ft., 20,000 sq. ft.
- Flemington Porsche- Flemington, NJ
  - (1) Story, 18 ft., 18,000 sq. ft.

## RELIGIOUS

- Noroton Presbyterian Church- Darien, CT
  - (2) Story, 35 ft., 45,000 sq. ft.
- Islamic Circle of Mercer County- Lawrence, NJ
  - (3) Story, 35 ft., 28,000 sq. ft.
- Masjid Nur Al Islam- Bronx, NY
  - (8) Story, 96 ft., 48,000 sq. ft.

## HOTELS

- Hampton Inn- Cranbury, NJ
  - (4) Story, 55 ft., 60,000 sq. ft.
- Hampton Inn- Paramus, NJ
  - (5) Story, 65 ft., 62,000 sq. ft.
- Hampton Inn- Old Bridge, NJ
  - (5) Story, 65 ft., 65,000 sq. ft.

## PRIVATE RESIDENCES

- Ocean Avenue- Deal, NJ
  - (3) Story, 35 ft., 35,000 sq. ft.
- Navesink River Road- Rumson, NJ
  - (2) Story, 35 ft., 30,000 sq. ft.
- Barnegat Lane, Mantaloking, NJ
  - (3) Story, 45 ft., 25,000 sq. ft.

## INDUSTRIAL / WAREHOUSE

- Netflix Studios- Port Washington, NY
  - (1) Story, 50 ft., 105,000 sq. ft.
- Heller Industrial Park- South Brunswick, NJ
  - (1) Story, 45 ft., 287,000 sq. ft.
- Navillus, Inc.- Carlstadt, NJ
  - (2) Story, 50 ft., 160,00 sq. ft.
- Raymonds of New jersey- South Brunswick, NJ
  - (2) Story, 45 ft., 80,000 sq. ft.
- FM Construction Headquarters- East Orange, NJ
  - (2) Buildings, (2) Story, 55 ft., 120,000 sq. ft.
- 840 Nottingham Way- Hamilton, NJ
  - (1) Story, 45 ft., 408,000 sq. ft.

**Chinmay Patel, PE, LEED AP**  
***Mechanical Engineer***  
**Brunswick Engineering LLC**

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**EDUCATION**

Bachelor of Science - Mechanical Engineering,  
New Jersey Institute of Technology, Newark, NJ

**PROFESSIONAL REGISTRATIONS**

- Licensed Professional Engineer in the State of New Jersey
- Licensed Professional Engineer in the State of New York
- Licensed Professional Engineer in the State of Pennsylvania

**MEMBERSHIPS / CERTIFICATIONS / SKILLS**

- LEED Accredited Professional (AP)
- Certified Diamond Designer for VRF Systems
- American Society of Mechanical Engineers (ASME)
- American Society of Heating Refrigeration & Air-Conditioning (ASHRAE)
- AutoCAD / REVIT, Trane Trace, eQuest

**PROFESSIONAL EXPERIENCE**

Chinmay Patel has extensive experience in the design of Heating and Cooling Systems, HVAC Systems, Plumbing and Fire Protection Systems for Educational Facilities, Correctional Facilities, Corporate Offices, Historic Buildings, Churches, and Health Care Facilities.

Mr. Patel successfully manages projects from conceptual design through project completion. Responsibilities include but are not limited to:

- Preparation of Contract Drawings and Specifications
- Field Surveying and Engineering Reports
- Equipment selection and system sizing
- Life cycle and energy cost analyses
- Construction Cost Estimating
- Construction Administration (evaluation of bids, responding to RFIs, reviewing change orders, reviewing shop drawings, punch list surveys, and commissioning mechanical systems)

Mr. Patel participates in all phases of the projects including Program Advisability Studies, Schematic Design, Design Development, Preparation of Construction Documents (drawings and specifications), Construction Monitoring and Administration, and Post-Construction (follow-up) Services including punch list surveys, as-built verification, and review of contractors' closeout documentation.

Mr. Patel regularly performs energy assessments and energy management studies to enhance project efficiency, decrease energy usage/cost, and meet requirements for LEED Certification and Incentive Rebate Programs. He generates energy models using the most current software, in order to provide the client with the most accurate information of existing and proposed building systems.

## **RELEVANT PROJECTS**

- William Ashby Building, Trenton, NJ – scope of Work is to create construction documents & provide construction administrations services to clean the air-handling units and all associated ductwork at the William Ashby Building. It will involve replacement of interior insulation linings of the rooftop air handler units with a closed celled material.
- New Jersey Network (NJN) office Building, Trenton, NJ - scope of Work is to create construction documents & provide construction administrations services to upgrade the telecommunications wiring existing offices and new cubicles on the fifth floor of the New Jersey Network (NJN) Building. Also upgrade interior T12 lighting to T8 lighting on multiple floors and upgrade exterior lighting around the outside of the building. And create three conference rooms out of existing space on the first floor.
- Edgewater Senior Citizen Community Center, NJ - Scope of Work included new HVAC split or packaged units with electric cooling and gas heat & dedicated exhausts for the toilets per code. Electrical system included new electric service including power and distribution. New fire Alarm system included per NFPA 72. Plumbing includes domestic cold and hot water system including new hot water heater.
- Widener Memorial School, PA – HVAC Upgrade: Upgraded steam pipe & chill water system to Dual Temperature System. Replaced all UVs, FCs & AHUs to Dual Temperature System. New Controls
- High Point Regional School, NJ – Science Lab Renovation: Provided Mechanical, Plumbing, and Electrical design services. Provided new natural gas, cold water, hot water, sanitary, and vent distribution piping for connection at each lab station. Each Science Lab received an emergency shower, new emergency stop station at each teacher's station.
- Long Pond & Burd School, NJ – Design of new Gas Service & Distribution: Provided new gas service & piping design for all existing equipment including boilers, RTUs & kitchen equipment. Obtained all required permits from local gas service provider for new service.
- Winslow Elementary School, PA – Unit Ventilator Replacement: Provided new classrooms hot water UVs with DX cooling to replace existing UVs. Replaced hot water distribution piping & new pipe insulation for all existing and new hot water piping. Provided new Automatic Temperature Controls (ATC) associated with the new UV, for tie-in to the existing building automation system
- New York City School Construction Authority, Bergen School, PS 001- Design includes replacement of existing 1200A will consist of 2000A main switchboard with integrated 1200A main circuit breaker and current transformer cabinet. In addition, each classroom received two dedicated circuits to support classroom receptacles for instructional technology equipment.
- McKinley Elementary School, PA - Mechanical Design for replacement of three existing Hot water boilers with three new high-efficiency boilers and rehabilitation of existing air handling units. Electrical design consists of lighting and power for new mechanical equipment. Responsibilities included project coordination, field surveying, cost estimating, contract document preparation, construction administration (reviewing RFIs, CORs, submittals, attending bi-weekly meetings, and preparing final punchlist), and commissioning of the new systems.

## **EDUCATION**

- Bachelor of Science - Electrical Engineering,  
New Jersey Institute of Technology, Newark, NJ

## **MEMBERSHIPS / CERTIFICATIONS / SKILLS**

- AutoCAD/Revit
- Microstation
- Solidworks
- Multisim, C++
- COMcheck / Energy Star Portfolio Manager
- eQuest
- IEEE

## **PROFESSIONAL EXPERIENCE**

Antwan Malek is experienced electrical engineer, project manager, and master license electrician in state of New Jersey with over 9 years of hand on experience and a demonstrated history of working in power construction industry. Experienced design and construction engineer in power systems and control design for emergency systems, power plants and mission critical facilities including data centers, government, and health care. Certified in short circuit studies and coordination analysis of electrical systems.

## **RECENT PROJECTS**

- Norfolk, VA AT&T Generator replacement project.  
Replace 3 existing turbines with (2) 2MkW Generators and upgrade the building electrical system infrastructure medium voltage. Cost \$13.9M.
- Cedar Brook, NJ Chillers replacement. Replacing Cost \$1.5M
- Bedminster, NJ AT&T Way Office building. Renovation and area re-structural for 5 floors involve new partitioning, electrical system distribution, mechanical loads addition, workstation, fire alarm, and lighting. Cost \$5.6M
- Oakton, VA Chain Bridge Rd. Office building. Renovation and area re-structural for 2 floors involve new partitioning, electrical system distribution, mechanical loads addition, workstations, offices, fire alarm, and lighting. Cost \$4.3M
- Middletown, NJ Lauren Ave. Office buildings. Renovation and area re-structural for many floors of 5 buildings campus involving new electrical system distribution, mechanical loads addition and modification, workstations, offices, fire alarm, and lighting. Cost \$8M
- Oakton, VA Chain Bridge Rd. Generator. Adding new 1250kW Generator outdoor and New chiller plant for data center emergency backup. Work also involve in adding new ATS, Switchboard, UPSs, and PDUs. Cost \$7.1M.
- New York, NY 28 Liberty. high rise power infrastructure upgrade, and retail. Cost \$16.2M.

- Armonk, NY IBM headquarters renovation. Cost \$3.8M.
- New York, NY Weil Gotshal high rise construction. Cost \$4.5M
- Astoria energy 500MW power plant. Cost \$56.8M
- Bridgewater, NJ Eastern star home healthcare. Cost \$12M
- New York, NY Hospital for special surgery (4) operation rooms equipment upgrade.
- New York, NY St. Luke's hospital Surgical lighting upgrade
- White plains, NY White plains hospital intensive care headwalls installations

#### **EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE (4.9.9)**

Mistry Design has extensive experience in single family design with over 100 new Single Family houses designed plus additions & renovations. In addition, they have completed over 40 Group Homes for special needs participants.

Mistry Design worked on over 10 Residential projects along the Shore that were entire new construction or elevated projects.

Projects were elevated on piles with break away walls or Masonry Foundation with Flood Vents. Decks, Utilities & Mechanical Equipment also had to be elevated. At times Zoning Board approvals were required and Mistry Design represented the Client at Board Hearings. Mistry Design worked closely with Surveyors, Site Engineers & Structural Engineers to design a complete project.

#### **Projects designed in 2013-2014 after Sandy Storm Damage**

|                                 |                                                                  |
|---------------------------------|------------------------------------------------------------------|
| 180 Peter Road, Manahawkin      | Existing House Raised on New Masonry Foundation with Flood Vents |
| 111 King Fisher Way, Toms River | New House on Piles                                               |
| 307 First Ave, Manasquan        | New House on Piles                                               |
| 113 W Plover Way, Toms River    | New House on Piles                                               |
| 201 Peter Road, Manahawkin      | Existing House Raised on New Masonry Foundation with Flood Vents |
| 344 First Ave, Manasquan        | New House on Piles                                               |
| 345 First Ave, Manasquan        | New House on Piles                                               |
| 130 W Albacore, Toms River      | Existing House Raised on New Masonry Foundation with Flood Vents |
| 51 Mary Alice Road, Manahawkin  | New House on Piles (Modular Home)                                |
| 3247 Goa Way, Lavalette         | New House on Piles (Modular Home)                                |
| 118 W Penguin Way, Toms River   | New House on Piles (Modular Home)                                |
| 50 Joyce St, Toms River         | Existing House Raised on New Masonry Foundation with Flood Vents |
| 318 Alabama Ave, Toms River     | New House on Piles                                               |

## PROJECT EXPERIENCE

### **PISA STACK CONDOS**

205 Hancock Ave

Seaside Heights, NJ

Construction Cost: \$450,000

Contract Cost & Time Frame: \$35,000- Jan 2005 to Nov. 2005

Reference: Mr. Anthony Pisa, 201.954.8044



Mistry Design LLC provided Architectural Design Services for a Two Unit Condo to meet NJ State Flood requirements. The house was elevated on a Masonry Crawl Space Foundation with Flood Vents. Each Condo was a 3 Bedroom Unit. Mistry Design was involved from Flood Zone Review, Schematic Design, Construction Documentation & Construction Administration.

## PROJECT EXPERIENCE

### **344-345 FIRST AVE RESIDENCE**

344-345 First Ave.

Manasquan, NJ

Construction Cost: \$420,000

Contract Amount & Time Frame: \$28,000- Sept. 2013 to Sept. 2014

Reference: Mr. Pat Barton – 973.222.3352



Mistry Design LLC provided Architectural Design Services for a New House on Piles to meet NJ State Flood requirements. Mistry Design worked closely with a Sub-consultant Structural Engineer to design piles & support construction. Mistry Design was involved from Flood Zone Review, Zoning Variance Approvals, Schematic Design, Construction Documentation & Construction Administration.

## PROJECT EXPERIENCE

### **307 FIRST AVE RESIDENCE**

307 First Ave.

Manasquan, NJ

Construction Cost: \$240,000

Contract Amount & Time Frame: \$21,000 – April 2014 to Feb 2015

Reference: Mr. Pat Barton – 973.222.3352



Mistry Design LLC provided Architectural Design Services for a New House on Piles to meet NJ State Flood requirements. Mistry Design worked closely with a Sub-consultant Structural Engineer to design piles & support construction. Mistry Design was involved from Flood Zone Review, Schematic Design, Construction Documentation & Construction Administration.

## PROJECT EXPERIENCE

### GROUP HOMES/RESIDENTIAL

VARIOUS GROUP HOMES THROUGHOUT NJ

Construction Cost: \$300K TO \$500K

Contract Amount & Time Frame: Varies- \$10k to \$29k, Jan 2013 to Present

Reference: Mr. LUCIANO BRUNI – 973.903.0268



Mistry Design has provided Architectural Design Services for over 40 Group Homes throughout New Jersey. Some homes are through a Community Development Block Grant (CDBG). These projects are designed to meet NJ State Low Income housing requirements for a 4 participant Group Home. They are also designed to meet Energy Star requirements and ADA accessibility. Mistry Design is involved from Concept and Schematic Design, Interior Design, Construction Documents through Construction Administration. At times some homes require Zoning Approval and Mistry Design assists in providing Architectural Testimony. Most projects range between 2,000sf and 3,000sf.

## PROJECT EXPERIENCE

### **ASBURY PARK PUBLIC RESTROOMS**

North End Naturalistic Boardwalk &  
7<sup>th</sup> Ave. Boardwalk

Asbury Park, NJ

Construction Cost: \$850,000

Contract Cost & Time Frame: \$39,000, June 2019 to June 2020

Reference: MR STEPHEN CLARK– 732.774.1143



Mistry Design provided Architectural Design Services for (2) new 835 sf ADA Compliant Public Restrooms at the Boardwalk in Asbury Park, NJ. Mistry Design was involved from Schematic Design, Construction Documents, Interior Design & Construction Administration. The project incorporated a simple slope roof design of standing seam roof. The slope also allowed for a vaulted ceiling. Restrooms including heating and cooling systems for year round use. Men's and Women's toilet rooms had (4) WC each and there was a separate family use toilet room. The simple cedar siding was designed to blend in to the boardwalk floor boards. The building was elevated on Piles to stay above flood elevation.

## PROJECT EXPERIENCE

### **201 PETER ROAD RESIDENCE**

201 Peter Road

Manahwakin, NJ

Construction Cost: \$185,000

Contract Amount & Time Frame: \$18,000- September 2013 to January 2014

Reference: Mr. Pat Barton – 973.222.3352



Mistry Design LLC provided Architectural Design Services for an Existing House raised on a Masonry Foundation with Flood Vents to meet NJ State Flood requirements. Mistry Design worked closely with a Sub-consultant Structural Engineer to design raised structure. A New raised Deck was provided to meet the additional height. Mistry Design was involved from Flood Zone Review, Schematic Design, Construction Documentation & Construction Administration.

## KEY PROJECT EXPERIENCE

**AWZ Engineering, Inc.** have the resources, personnel and experience to provide our clients with the highest quality technical services. Our qualified professional staff has built their reputation on quality of performance and client satisfaction. They hold the required professional licenses, certifications, ability, experience and resources to undertake, manage and complete a broad range of tasks in a timely and cost effective manner without compromising quality. Over the years AWZ and its staff has successfully completed numerous projects to our client's satisfaction. Some of our key projects are listed below:

### Master Planning and Site Development

Jersey City, New Jersey

The project "The Suydam" is located in Jersey City redevelopment area and consists of three (North, Central and South) buildings and ground parking.

The redevelopment project encompasses about 3 acres and host mixed uses including 297 one and two bedroom low to moderate income apartments (approximately 390,000 SF), 3,000 SF of retail space, and associated parking, recreational and site improvements including a park for the residents.

The project master planning and design involves evaluating elements of the overall project such as existing and proposed utility infrastructure, traffic impacts, proposed future development of the adjacent properties and all the regulatory requirements. The project scope also entails detailed analysis and design including environmental and geotechnical investigations, site layout design, grading, drainage and utility design, lighting and landscape design and a complete site plan documents for the submission and approval.

AWZ project team is preparing the site engineering plans and documents for the preliminary and final major site plan approval. AWZ is also responsible for design and regulatory coordination, production and deliverables. When in construction, AWZ will provide construction management and inspection services for the project.



### Site Inspection and Reporting "Second River Channel"

East Orange, New Jersey

AWZ Engineering performed a detail inspection of the Second River Channel for the City of East Orange. As part of the inspection, AWZ was responsible to locate all the outfall connections, identify any illicit connections to the channel, identify channel deterioration areas, channel bank erosion and extent of erosion, location, type and approximate quantity of channel debris present, existing channel stabilization scheme and their condition, any existing structures, outfall structures and properties located within 50' of the top of the bank and/or located within the FEMA flood hazard area and their condition and location.



At the conclusion of the inspection work, a report of findings was prepared which will serve as a reference to the future RFP to perform the design, permitting and construction implementation of the findings. The report also identified nature and type of permits required to perform maintenance and repair services to the channel and provides a rating classification for high, medium and low priority repairs.

## Stations & Bridge Viaduct Repairs and Track Waterproofing

East Orange, Brick Church and South Orange Stations, New Jersey

As project manager, responsible for overall planning, management, coordination and administration of Morris & Essex line stations rehabilitation, accessibility improvements (ADA compliance), bridge and viaduct repair and waterproofing project. The project scope includes planning, design and construction of new structures, extensive stations rehabilitation, bridge and viaduct repairs & waterproofing. These stations are listed on the State and National Register of Historic places. The total cost of the project was approximately \$85M.

Also responsible for establishing and monitoring project goals and objectives from the planning and design stages through construction and project close-out, prepared scope of work, preliminary budgets, schedules and cost estimates. Selected and supervise the performance of consultants, construction managers, resident engineers, contractors and Client's in-house forces through plan and specification review and site visits. Direct design engineers, construction management teams, contractors, and vendors to implement policies and procedures to assure conformance to NJ Transit standards. Supervise, review and approves design submittals, shop drawings and other contract documents.

Also supervised and coordinates code review, permit submittals, environmental compliance and regulatory reviews. Worked closely in coordinating and working with the various Federal, State and Local agencies and departments on issues related to the project.



## Atlantic City Bus Terminal Relocation

Atlantic City, New Jersey

As project manager, responsible for overall project management, coordination and administration of the Atlantic City Bus Terminal Relocation project.

Responsibilities include coordination between Casino Reinvestment Development Authority (CRDA), NJ Transit Bus Operations, Greyhound Lines and the Developer on all the design, construction and move-in issues to make sure that the project meets NJT's operational requirements.

The project was design-built with very aggressive schedule. The total cost of the project was approximately \$10M.



## Brownfield Commercial Redevelopment

Elizabeth, New Jersey

The project consists of redevelopment of a Brownfield site located in the industrial section of the City. The site is approximately 13-acres and had several development challenges. The project includes approximately 200,000 square feet of a new warehouse / storage facility, 4-story office building, trailer storage and parking. The development of the parcel required NJDEP waterfront permit and close coordination with the Conrail due to existing active freight line service dividing the site in to two parcels.

The project design involves preparing site plans and coordinating activities with the appropriate authorities and the City, designing/evaluating elements of the overall project such as infrastructure and regulatory requirements as well as providing detailed engineering and landscape design and a complete site plan design documents for approvals and permitting.



## Age Restricted Residential Development

Garfield, New Jersey

The project involves construction of a residential development in the City of Garfield, New Jersey. The project site encompasses an area of approximately 12.4 acres and is located within the Light Manufacturing Zoning District in the redevelopment zone.

The project is to construct 2 mid-rise condominium structures having a total count of about 120 residential units, 180 townhouse units, a pool/clubhouse, and various other amenities.

The project design includes locating and identifying the existing storm and sewer lines. Due to the close proximity of the Passaic River, researching and applying the state flood study to determine the impacts to the proposed development.

Other services include calculating waste, storm and potable water demands and the ability of the existing municipal and infrastructure to support the new development, site layout, grading, drainage, soil erosion and sediment control measures, storm water management, utilities, parking facilities and roadways.



## Site Development Design

Robbinsville, New Jersey

The project "Hay Fever Farm" is located in Robbinsville, Mercer County, New Jersey. The project is located on a 35 acre property and involves design and construction of a show horse training facility including an exhibition area and a barn facility. The project also includes employee living quarters and two dwellings for the owners and design of two on-site septic systems to service the improvements. AWZ was responsible for the preparation of conceptual plan and complete site design of the improvements, coordinating and securing approvals from the town and the local health department in support of the project. AWZ was also responsible for the supervision of the construction management and inspection services. The construction of the project was phased out around the facility operations.



## Site Plans and Sub-Divisions

Various Locations

Designed various projects throughout Tri-State area involving master plan development, concept and site layout plans preparation, performing engineering due diligence assessments, conducting traffic studies, designing utilities including sewer, water, gas, and stormwater retention basins, designing roadway improvements and developing preliminary and final site plans and subdivision plans, grading, drainage, soil erosion and sediment control measures and parking facilities.

Prepared construction specifications, cost estimates, project CPM schedules and bid documents.

In addition, have prepared and coordinate applicable Land Use applications and permits including letter of interpretations, wetlands delineation, wetlands fill permits, special flood hazard permits and treatment works permits.



## Downtown Redevelopment

Belmar, New Jersey

The redevelopment project encompasses 12 city blocks and proposes to convert the existing uses to a variety of mixed uses including 1,057 residential units, 351,790 sq ft of commercial space, 48,711 sq ft of office space, 68,478 sq ft of restaurant space 258 hotel rooms, and associated parking.

Belmar Plaza North is one of the several redevelopment projects proposed in the redevelopment area. Comprising of mixed residential and retail use, the project design involves designing/evaluating elements of the overall project such as utility infrastructure and regulatory requirements as well as providing detailed engineering, environmental and geotechnical investigations, and landscape design and a complete site plan design documents.



## Waterfront Development

Gloucester City, New Jersey

As project managers, responsible for site civil, environmental, geotechnical, and permitting required to obtain Local, County, State, and Federal approvals for a waterfront development residential project on the Delaware River. The site is a 13-acres Brownfield site with a 1,170 foot long pier extending into the Delaware and is one of many sites in the Southport Redevelopment Area.

Responsible for preparing site conceptual plans to maximize density while addressing waterfront development public access requirements and permitting to design and install a new pier bulkhead. In addition, prepared bulk standards for the development. Responsible for site civil & structural engineering and for receiving final major site plan and subdivision plan approval.



## Construction Management

Various Locations

Involved in development of over 2000 public, residential, commercial and retail sites throughout Tri-State area. The work includes all facet of site and land development construction management and inspection services including but not limited to the review of site plans, specifications, construction management services for civil and geotechnical work, concrete, utility installation, buildings and structures, roads, landscaping and other site related work. Prepared and implemented project schedules and cost estimates.

Worked as construction managers on several public, residential and commercial projects sites for various municipalities and developers. The duties were to inspect all site work which includes roadways utilities detention basins, curb, sidewalk, paving. Design and construction inspection of concrete and block retention walls. Concrete inspection involved hot and cold weather converting and quality control of concrete work.

Excellent knowledge of ASTM test required for soil concrete and asphalt. Involved in value engineering, dispute resolution and help the client to understand and negotiate the change orders.



# Private Residence

Ocean Ave., Deal, NJ



**2**  
# of Stories

**22,000**  
Square Footage

**50M**  
Construction Cost

Magnificent features such as the outdoor pool, cabana, home gym, and exterior porches and balconies make this single-family residence stand out, sitting prominently on Ocean Ave. in Deal, NJ.

## Project Details

**Project Type:**  
Single-Family

**Owner/Developer:**  
Private Residence

**Address:**  
Ocean Ave.  
Deal, NJ

**Architect:**  
J.L Ramirez Architect, P.C.

**Height:**  
N/A

**Civil:**  
Lindstrom, Diessner & Carr, P.C.

**# of Stories:**  
2

**MEP:**  
Able Environmental LLC

**Square Footage:**  
22,000

**Geotech:**  
KBA Engineering Services LLC

**Status**  
Complete

**General Contractor:**  
KJG Builders

**Structural System:**  
Pile Foundations  
Concrete Slab on Metal Deck  
Ecospan Composite Joists  
Wood Framing  
Gauge Metal Load Bearing Walls

**Special Features:**  
Full Basement w/ Bowling Alley  
Expansive Roof Terraces  
180 Degree Glass Facade w/ 30ft.  
Cant. Roof Structure  
Outdoor Entertainment Building  
Cabana / Gym

**Service Types:**  
New Construction

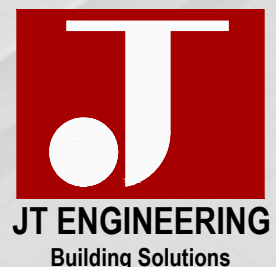
## Lead Contact



**Eric Rice, PE**  
Senior Project Manager

erice@jt-pe.com  
(609) 303-0236 ext. 103

[www.jt-pe.com](http://www.jt-pe.com)



# Private Residence

Mantoloking, NJ



**3**  
# of Stories

**18,500**  
Square Footage

**8.0M**  
Construction Cost

This one-of-a-kind masterpiece sits on a double lot along the Mantoloking Bay. The building included lighthouse style lookout, integrated light boxes within exterior columns and cast-in-place curved entry stair.



## Project Details

**Project Type:**  
Private Residence

**Owner/Developer:**  
Private Residence

**Structural System:**  
Conventional Wood Framing  
Structural Steel  
Concrete Piers  
Masonry Breakaway Walls  
Timber Piles

**Address:**  
Mantoloking, NJ

**Architect:**  
Christopher Pagllaro Architects, LLC

**Special Features:**  
Circular Entry Stairs - Concrete  
Circular Entry Tower  
4th Floor Lookout  
Light Box Steel Columns

**Height:**  
45ft

**Civil:**  
--

**# of Stories:**  
3

**MEP:**  
--

**Square Footage:**  
18,500

**Geotech:**  
ANS Consultants

**Service Types:**  
New Construction

**Status**  
Complete

**General Contractor:**  
Cornerstone Builders

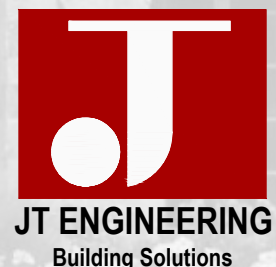
## Lead Contact



**Jason Tarantino, PE**  
Principal / Owner

jtarantino@jt-pe.com  
(609) 303-0236 ext. 100

[www.jt-pe.com](http://www.jt-pe.com)



**FINANCIAL CAPABILITY OF THE BIDDER (4.9.10)**

See attached Financial Statements

**MISTRY DESIGN, LLC**  
**FINANCIAL STATEMENTS**  
**December 31, 2021 and 2020**

**MISTRY DESIGN, LLC**  
**TABLE OF CONTENTS**  
**December 31, 2021 and 2020**

|                                                                         | <u>PAGE</u>  |
|-------------------------------------------------------------------------|--------------|
| <b>Independent Accountant's Compilation Report</b>                      | <b>1</b>     |
| <b>Statement of Assets, Liabilities and Member's Equity - Tax Basis</b> | <b>2</b>     |
| <b>Statement of Revenue, Expenses and Member's Equity - Tax Basis</b>   | <b>3</b>     |
| <b>Statement of Cash Flows - Tax Basis</b>                              | <b>4</b>     |
| <b>Supplementary Schedule I Statement of Expenses - Tax Basis</b>       | <b>5</b>     |
| <b>Notes to Financial Statements - Tax Basis</b>                        | <b>6 - 7</b> |

# ***Robert Alper CPA LLC***

*56 Wilkeshire Boulevard  
Randolph, NJ 07869-2041*

*973.998.1190*

*Email: [ralpercpa@gmail.com](mailto:ralpercpa@gmail.com)*

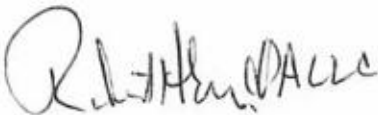
Robert Alper, MBA, CPA, CITP  
Certified Public Accountant

## INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Yogesh Mistry  
Mistry Design, LLC  
Budd Lake, NJ

Management is responsible for the accompanying financial statements of Mistry Design, LLC (Limited Liability Company), which comprise the statement of assets, liabilities and members equity-tax basis, and the related statements of revenue, expenses and member's equity-tax basis for the years then ended, the statements of cash flows-tax basis, the related notes to the financial statements for the years then ended and supplementary schedule of expenses-tax basis, in accordance with the tax basis of accounting and for determining that the tax basis of accounting is an acceptable financial reporting framework.. I have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was required to perform any procedures to verify the accuracy or completeness of the information provided by management. I do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

I draw attention to Note 2 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.



Robert Alper, CPA LLC  
Randolph, NJ  
October 31, 2022

**MISTRY DESIGN, LLC**  
**STATEMENT OF ASSETS, LIABILITIES, AND MEMBER'S EQUITY - TAX BASIS**  
**As of December 31, 2021 and 2020**

**ASSETS**

|                               | <u>2021</u>       | <u>2020</u>       |
|-------------------------------|-------------------|-------------------|
| <b>Current Assets:</b>        |                   |                   |
| Cash                          | \$ 146,878        | \$ 234,563        |
| Accounts Receivable (Net)     | 443,540           | 443,542           |
| <b>Total Current Assets</b>   | <u>590,418</u>    | <u>678,105</u>    |
| <b>Fixed Assets:</b>          |                   |                   |
| Equipment                     | 182,190           | 162,962           |
| Automobile                    | 85,707            | 85,707            |
|                               | 267,897           | 248,669           |
| Less Accumulated Depreciation | <u>(201,576)</u>  | <u>(190,994)</u>  |
| <b>Total Fixed Assets</b>     | <u>66,321</u>     | <u>57,675</u>     |
| <b>Total Assets</b>           | <u>\$ 656,739</u> | <u>\$ 735,780</u> |

**LIABILITIES AND MEMBER'S EQUITY**

|                                              |                   |                   |
|----------------------------------------------|-------------------|-------------------|
| <b>Current Liabilities:</b>                  |                   |                   |
| Accounts Payable                             | \$ 49,917         | \$ 51,191         |
| <b>Total Current Liabilities</b>             | <u>49,917</u>     | <u>51,191</u>     |
| <b>Other Liabilities</b>                     |                   |                   |
| PPP Non Taxable Grant                        | 73,200            | 73,200            |
| <b>Total Liabilities</b>                     | <u>123,117</u>    | <u>124,391</u>    |
| <b>Member's Equity:</b>                      |                   |                   |
| Member's Equity                              | 533,622           | 611,389           |
| <b>Total Liabilities and Member's Equity</b> | <u>\$ 656,739</u> | <u>\$ 735,780</u> |

**MISTRY DESIGN, LLC**  
**STATEMENT OF REVENUE, EXPENSES AND MEMBER'S EQUITY - TAX BASIS**  
**For the Years Ended December 31, 2021 and 2020**

|                                   | <u>'2021</u>      | <u>2020</u>       |
|-----------------------------------|-------------------|-------------------|
| Revenue                           | \$ 1,977,855      | \$ 1,084,358      |
| Expenses                          | <u>1,293,019</u>  | <u>740,163</u>    |
| Revenue in Excess of Expenses     | 684,836           | 344,195           |
| Member's Equity Beginning of Year | 611,389           | 586,724           |
| Less Member's Draw                | <u>(762,603)</u>  | <u>(319,530)</u>  |
| Member's Equity End of Year.      | <u>\$ 533,622</u> | <u>\$ 611,389</u> |

**MISTRY DESIGN, LLC**  
**STATEMENT OF CASH FLOWS - TAX BASIS**  
For the Year Ended December 31, 2021 and 2020

|                                                                                    | <u>2021</u>              | <u>2020</u>              |
|------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <b>Cash Flows from Operating Activities:</b>                                       |                          |                          |
| Net Income                                                                         | \$ 684,836               | \$ 344,195               |
| <b>Adjustments to net income to net cash<br/>provided by operating activities:</b> |                          |                          |
| Depreciation                                                                       | 10,582                   | 58,729                   |
| Decrease in Accounts Receivable                                                    | 2                        | 50                       |
| (Decrease) Increase in Accounts Payable                                            | <u>(1,274)</u>           | <u>21,060</u>            |
| Net Cash Provided by Operating Activities                                          | <u>694,146</u>           | <u>424,034</u>           |
| <b>Cash Flows from Investing Activities:</b>                                       |                          |                          |
| Purchases of Fixed Assets                                                          | <u>(19,228)</u>          | <u>(58,730)</u>          |
| Net Cash Used By Investing Activities                                              | <u>(19,228)</u>          | <u>(58,730)</u>          |
| <b>Cash Flows from Financing Activities:</b>                                       |                          |                          |
| PPP Grant                                                                          |                          | 73,200                   |
| Member's Draw                                                                      | <u>(762,603)</u>         | <u>(319,530)</u>         |
| Net Cash Used By Financing Activities                                              | <u>(762,603)</u>         | <u>(246,330)</u>         |
| <b>Net (Decrease) Increase in Cash</b>                                             | <b>(87,685)</b>          | <b>118,974</b>           |
| <b>Cash at Beginning of Year</b>                                                   | <u>234,563</u>           | <u>115,589</u>           |
| <b>Cash at End of Year</b>                                                         | <u><b>\$ 146,878</b></u> | <u><b>\$ 234,563</b></u> |
| <b>Supplemental Cash Flow Disclosure:</b>                                          |                          |                          |
| Cash Paid for Interest                                                             | <u>\$ -</u>              | <u>\$ -</u>              |

**MISTRY DESIGN, LLC**  
**SUPPLEMENTARY SCHEDULE I STATEMENT OF EXPENSES - TAX BASIS**  
**For the Year Ended December 31, 2021 and 2020**

|                                | <u>2021</u>         | <u>2020</u>       |
|--------------------------------|---------------------|-------------------|
| Wages                          | \$ 400,445          | \$ 329,421        |
| Payroll Taxes                  | 36,983              | 29,481            |
| Pension & Profit Sharing Plans | 147,899             | 12,799            |
| Employee Benefits              | 11,106              | 13,124            |
| Rent                           | 42,036              | 33,725            |
| Contract Labor                 | 550,329             | 183,906           |
| Depreciation Expense           | 10,582              | 58,729            |
| Insurance                      | 8,605               | 8,565             |
| Auto Expense                   | 7,688               | 7,395             |
| Advertising                    | 2,348               | 4,778             |
| Office Expense                 | 10,326              | 11,868            |
| Acturial Expense               | 5,392               | 2,784             |
| Travel                         | 7,416               | 1,437             |
| Meals & Entertainment          | 8,343               | 5,137             |
| Legal & Professional Fees      | 12,950              | 7,659             |
| Repairs & Maintenance          | 3,260               | 7,155             |
| Dues & Subscriptions           | 5,131               | 2,124             |
| Professional Education         | 99                  | -                 |
| Licenses                       | 1,199               | 2,606             |
| Postage & Delivery             | 3,870               | 3,455             |
| Reprographic Expenses          | 8,894               | 6,327             |
| Telephone & Internet Charges   | 6,169               | 5,680             |
| Reimbursed Expenses            | 1,949               | 2,008             |
|                                | <u>\$ 1,293,019</u> | <u>\$ 740,163</u> |

MISTRY DESIGN, LLC  
NOTES TO FINANCIAL STATEMENTS – TAX BASIS  
December 31, 2021 and 2020

**Note 1 – ORGANIZATION AND PURPOSE:**

Mistry Design, LLC (Company) is an architectural firm providing architectural design services to various clients throughout the United States. The Company's primary clients are in the New Jersey metropolitan area and Northeast. The Company was formed in the year 2002.

**Note 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

The summary of significant accounting policies of Mistry Design, LLC is presented to assist in understanding the financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity.

**Basis of Accounting** – The accompanying financial statements have been presented on the accrual basis of accounting used for federal income tax reporting. Primary differences between the income tax basis of accounting and U.S. generally accepted accounting principles (GAAP) are as follows:

1. **Depreciation** – Assets are being depreciated by methods allowed for federal income tax purposes rather than over assets estimated useful life.
2. **Bad Debts** – Bad debts are written off rather than using an allowance for estimated losses.

**Income Taxes** – The Company is organized as a single member Limited Liability Company. In lieu of corporate income taxes, the member of a Limited Liability Company is taxed on the Company's taxable income. Income and losses are reported on Schedule C of the Member's form 1040 income tax return. Therefore, no provision for income taxes has been included in the financial statements. The Member's income tax returns are subject to examination by the appropriated tax jurisdictions. As of December 31, 2021, the Member's federal and state income tax returns generally remain open for the last three years.

**Use of Estimates** – The preparation of financial statements on the income tax basis of accounting requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

**Revenue Recognition** – The Company collects substantially all of its revenue from architectural design services. The Company recognizes all revenues when earned.

**Fixed Assets** – Equipment and vehicles are carried at cost. Major additions are capitalized, while replacements, maintenance and repairs, which don not improve or extend the lives of the respective assets are expensed currently.

**PPP Grant**-The Company received \$73,200 as a non taxable, non refundable grant in 2020.

**Advertising** – The Company expenses advertising costs as incurred.

MISTRY DESIGN, LLC  
NOTES TO FINANCIAL STATEMENTS – TAX BASIS  
December 31, 2021 and 2020

**Depreciation** – Fixed assets are depreciated using accelerated depreciation methods with lives ranging from 3 to 7 years. Depreciation expense for the years ended December 31, 2021 and 2020 was \$10,582 and \$58,729 respectively.

**Subsequent Events** – The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings. Therefore, the Company expects this matter to negatively impact its operation results. However, the related financial impact and duration cannot be reasonably estimated at this time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>RSC Insurance Brokerage, Inc.<br>160 Federal Street, 4th Floor<br><br>Boston MA 02110 | <b>CONTACT NAME:</b> Cathy Mitchell<br><b>PHONE (A/C, No, Ext):</b> (917) 338-3428<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> cmitchell@risk-strategies.com                                                                                                                                                                                                                                                                                                                         |                               |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|--------------------------------|-------|------------|-----------------------------------|-------|------------|----------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><br>Mistry Design, LLC<br>350 Clark Drive, Suite 101<br><br>Budd Lake NJ 07828         | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Indemnity Co of Amer</td><td>25666</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER C:</td><td>Liberty Mutual Insurance Company</td><td>19917</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Travelers Indemnity Co of Amer | 25666 | INSURER B: | Travelers Indemnity Company of CT | 25682 | INSURER C: | Liberty Mutual Insurance Company | 19917 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | NAIC #                        |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                               | Travelers Indemnity Co of Amer                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 25666                         |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                               | Travelers Indemnity Company of CT                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 25682                         |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                               | Liberty Mutual Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 19917                         |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |  |        |            |                                |       |            |                                   |       |            |                                  |       |            |  |  |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:** CL2382976835**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | 6802H643364    | 09/19/2023              | 09/19/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                      |                                              |          | 6802H643364    | 09/19/2023              | 09/19/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ Included in<br>BODILY INJURY (Per person) \$ General Liability<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                               |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED RETENTION \$                                                                                                                                                                                                                                                  |                                              |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                          |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | UB9J212427     | 01/05/2023              | 01/05/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| C        | Professional Liability                                                                                                                                                                                                                                                                                          |                                              |          | AEXNYABCVE5005 | 09/19/2023              | 09/19/2024              | Each Claim \$1,000,000<br>Aggregate \$2,000,000                                                                                                                                                                                                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### 3-YEAR RECERTIFICATION

### **APPROVED**

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges MISTRY DESIGN LLC as a Certified Minority Business Enterprise (MBE) that has met the criteria established by N.J.A.C. 17:13, 17:14, 17:46, and/or N.J.S.A. 52:23-31 et seq.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply for a provisional certification.



Peter Lowicki  
Deputy Director

**Issued:** 3/12/2023

**Certification Number:** A0311-17

**Expiration:** 3/12/2026

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**SHEILA OLIVER**  
*Lt. Governor*

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### APPROVED

*under the*  
Small Business Set-Aside Act

This certificate acknowledges MISTRY DESIGN LLC as a Category 2 & 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki  
Deputy Director

**Issued:** 11/15/2021  
**Certification Number:** A0187-35

**Expiration:** 11/15/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

**NOTICE OF CONSULTANT PREQUALIFICATION**

**FIRM:** MISTRY DESIGN, LLC  
**ADDRESS:** 350 CLARK DRIVE, SUITE 101  
BUDD LAKE, NJ 07828

☐ INITIAL ☐ REVISED ☒ RENEWAL

**DATE OF ISSUE:** NOVEMBER 4, 2022  
**EXPIRATION DATE:** NOVEMBER 15, 2024  
**FEDERAL ID NUMBER:** 201 346 313

☒ MBE ☐ WBE ☒ SBE ☐ VOB

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount.

|                                                                    |            |                                                           |            |
|--------------------------------------------------------------------|------------|-----------------------------------------------------------|------------|
| <input checked="" type="checkbox"/> ARCHITECTURE                   | 15 MILLION | <input checked="" type="checkbox"/> ROOFING CONSULTANT    | 15 MILLION |
| <input type="checkbox"/> ELECTRICAL ENGINEERING                    |            | <input type="checkbox"/> ACOUSTICS                        |            |
| <input type="checkbox"/> HVAC ENGINEERING                          |            | <input type="checkbox"/> ASBESTOS DESIGN                  |            |
| <input type="checkbox"/> PLUMBING ENGINEERING                      |            | <input type="checkbox"/> ASBESTOS SAFETY MONITORING       |            |
| <input type="checkbox"/> CIVIL ENGINEERING                         |            | <input type="checkbox"/> CLAIMS ANALYSIS                  |            |
| <input type="checkbox"/> SANITARY ENGINEERING                      |            | <input type="checkbox"/> TELECOMMUNICATIONS               |            |
| <input type="checkbox"/> STRUCTURAL ENGINEERING                    |            | <input checked="" type="checkbox"/> FEASIBILITY PLANNING  | 15 MILLION |
| <input type="checkbox"/> ELEVATOR/CONVEYOR ENGINEERING             |            | <input type="checkbox"/> FIRE DETECTION SYSTEMS           |            |
| <input type="checkbox"/> SOILS ENGINEERING                         |            | <input type="checkbox"/> FIRE PROTECTION SYSTEMS          |            |
| <input type="checkbox"/> FIRE PROTECTION ENGINEERING               |            | <input type="checkbox"/> FOOD SERVICE                     |            |
| <input type="checkbox"/> ENVIRONMENTAL ENGINEERING                 |            | <input type="checkbox"/> HYDRAULICS/PNEUMATICS            |            |
| <input type="checkbox"/> MARINE ENGINEERING                        |            | <input type="checkbox"/> HYDROLOGY                        |            |
| <input type="checkbox"/> LANDSCAPE DESIGN                          |            | <input type="checkbox"/> SECURITY SYSTEMS                 |            |
| <input type="checkbox"/> PLANNING                                  |            | <input checked="" type="checkbox"/> SITE PLANNING         | 15 MILLION |
| <input type="checkbox"/> LAND SURVEYING                            |            | <input type="checkbox"/> HISTORIC PRESERVATION CONSULTANT |            |
| <input type="checkbox"/> AERIAL SURVEYING                          |            | <input type="checkbox"/> ENERGY AUDITING                  |            |
| <input type="checkbox"/> HYDROGRAPHIC SURVEYING                    |            | <input type="checkbox"/> TRAFFIC                          |            |
| <input checked="" type="checkbox"/> FIRE & LIFE SAFETY RENOVATIONS | 15 MILLION | <input type="checkbox"/> TRANSPORTATION                   |            |
| <input type="checkbox"/> BUILDING COMMISSIONING                    |            | <input type="checkbox"/> WASTE/WATER TREATMENT            |            |
| <input type="checkbox"/> BOILER/STEAM LINES/HIGH PRESSURE SYS.     |            | <input type="checkbox"/> ENERGY MANAGEMENT CONTROL SYSTEM |            |
| <input type="checkbox"/> DAM/LEVEE DESIGN                          |            | <input type="checkbox"/> RENEWABLE ENERGY CONSULTANT      |            |
| <input checked="" type="checkbox"/> BARRIER FREE/ADA DESIGN        | 15 MILLION | <input type="checkbox"/> CONSTRUCTION FIELD INSPECTION    |            |
| <input type="checkbox"/> ESTIMATING/COST ANALYSIS                  |            | <input checked="" type="checkbox"/> PROJECT MANAGEMENT    | 20 MILLION |
| <input checked="" type="checkbox"/> INTERIOR DESIGN/SPACE PLANNING | 20 MILLION | <input type="checkbox"/> ENVIRONMENTAL CONSULTANT         |            |
| <input type="checkbox"/> ROOFING INSPECTION                        |            | <input type="checkbox"/> STORAGE TANK REMOVAL             |            |
| <input type="checkbox"/> CONSTRUCTION MANAGEMENT                   |            | <input type="checkbox"/> STORAGE TANK INSTALLATION        |            |
| <input type="checkbox"/> CPM                                       |            | <input type="checkbox"/> PERIMETER SECURITY FENCING       |            |
| <input type="checkbox"/> ARCHAEOLOGY                               |            | <input type="checkbox"/> INDOOR AIR QUALITY TESTING       |            |
| <input type="checkbox"/> GEOLOGY                                   |            | <input type="checkbox"/> LANDFILL CLOSURE                 |            |
| <input checked="" type="checkbox"/> VALUE ENGINEERING              | NA         | <input type="checkbox"/> LEAD PAINT EVALUATION            |            |
| <input type="checkbox"/> HISTORIC PRESERVATION/RESTORATION         |            |                                                           |            |

**PREPARED BY:**

*Pamela Sullivan*

PAMELA SULLIVAN  
MANAGER, PREQUALIFICATION UNIT

**APPROVED BY:**

*Richard S. Flodmand*

RICHARD S. FLODMAND  
DEPUTY DIRECTOR

**NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.**

**B**

IDA DESIGN AND ENGINEERING SERVICES TERM CONTRACT RATE  
SCHEDULE- INSTRUCTIONS AND GUIDELINES (4.10)

# IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2024 – 12/31/2024)

Name of Firm: MISTRY DESIGN LLC.

## Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

| FIXED PRICE DELIVERABLE CATEGORY                          | PROPOSED RATE | ADJUSTMENT FACTOR           |
|-----------------------------------------------------------|---------------|-----------------------------|
| Lot Survey                                                | \$1,250       | 10%/ 2,500 SF               |
| Elevation Certificate                                     | \$1,000       | 10%/ 2,500 SF               |
| Foundation Design                                         | \$5,500       | \$7,500                     |
| Geotechnical Analysis (include 2 soil samples w/ testing) | \$10,000      | +\$1,000 additional Borings |
| Plot Plan                                                 | \$9,500       |                             |
| Zoning Application (Submit Zoning Permit)                 | \$14,000      |                             |
| Foundation Location Survey                                | \$1,000       |                             |
| Soil Erosion Plan & application                           | \$5,000       |                             |
| Cribbing design for building Elevation                    | \$4,500       |                             |
| Windstorm Engineering Assessment & Retrofit               | \$7,500       |                             |
| Building utility modification & relocation plans          | \$7,000       |                             |
| Design Plans for Rehabilitation                           | \$15,000 ***  |                             |
| New Home Design Plans                                     | \$28,000      | \$4,000                     |
| Site Drainage Design                                      | \$3,500       |                             |
| Zoning Variance                                           | \$15,000      |                             |
| Final As-Built (post construction)                        | \$5,500       |                             |
| unspecified additional services                           | T&M           | *<br>**                     |

\* NJDEP/FEMA Land Use Applications and Permits  
 NJDEP Wetlands Delineation and Letter of Interpretation (LOI), Wetlands General Permit  
 NJDEP Flood Hazard Area (FHA) Determination, Applicability and Permit  
 H&H Study of the Contracting Watershed for FHA Permit  
 NJDEP Coastal Area Facility Review Act (CAFRA) Permit

\*\* The scope of work assumes that we will be working in concert with a land use attorney (hired by others) as may be required.

\*\*\* If Structural Services is required - additional \$7,500

## IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2025 – 12/31/2025)

Name of Firm: MISTRY DESIGN LLC

### Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

| FIXED PRICE DELIVERABLE CATEGORY                          | PROPOSED RATE | ADJUSTMENT FACTOR           |
|-----------------------------------------------------------|---------------|-----------------------------|
| Lot Survey                                                | \$1,500       | 10%/ 2,500 SF               |
| Elevation Certificate                                     | \$1,100       | 10%/ 2,500 SF               |
| Foundation Design                                         | \$6,000       | \$8,250                     |
| Geotechnical Analysis (include 2 soil samples w/ testing) | \$11,000      | +\$1,100 additional Borings |
| Plot Plan                                                 | \$10,500      |                             |
| Zoning Application (Submit Zoning Permit)                 | \$15,500      |                             |
| Foundation Location Survey                                | \$1,100       |                             |
| Soil Erosion Plan & application                           | \$5,500       |                             |
| Cribbing design for building Elevation                    | \$5,000       |                             |
| Windstorm Engineering Assessment & Retrofit               | \$8,250       |                             |
| Building utility modification & relocation plans          | \$7,700       |                             |
| Design Plans for Rehabilitation                           | \$16,500 ***  |                             |
| New Home Design Plans                                     | \$31,000      | \$4,500                     |
| Site Drainage Design                                      | \$4,000       |                             |
| Zoning Variance                                           | \$16,500      |                             |
| Final As-Built (post construction)                        | \$6,000       |                             |
| unspecified additional services                           | T&M           | *<br>**                     |

\* NJDEP/FEMA Land Use Applications and Permits  
NJDEP Wetlands Delineation and Letter of Interpretation (LOI), Wetlands General Permit  
NJDEP Flood Hazard Area (FHA) Determination, Applicability and Permit  
H&H Study of the Contracting Watershed for FHA Permit  
NJDEP Coastal Area Facility Review Act (CAFRA) Permit

\*\* The scope of work assumes that we will be working in concert with a land use attorney (hired by others) as may be required.

\*\*\* If Structural Services is required - additional \$8,250

## IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2026 – 12/31/2026)

Name of Firm: MISTRY DESIGN LLC

### Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

| FIXED PRICE DELIVERABLE CATEGORY                          | PROPOSED RATE | ADJUSTMENT FACTOR           |
|-----------------------------------------------------------|---------------|-----------------------------|
| Lot Survey                                                | \$1,650       | 10%/ 2,500 SF               |
| Elevation Certificate                                     | \$1,250       | 10%/ 2,500 SF               |
| Foundation Design                                         | \$6,600       | \$9,100                     |
| Geotechnical Analysis (include 2 soil samples w/ testing) | \$12,000      | +\$1,200 additional Borings |
| Plot Plan                                                 | \$11,600      |                             |
| Zoning Application (Submit Zoning Permit)                 | \$17,000      |                             |
| Foundation Location Survey                                | \$1,200       |                             |
| Soil Erosion Plan & application                           | \$6,100       |                             |
| Cribbing design for building Elevation                    | \$5,500       |                             |
| Windstorm Engineering Assessment & Retrofit               | \$9,100       |                             |
| Building utility modification & relocation plans          | \$8,500       |                             |
| Design Plans for Rehabilitation                           | \$18,150      |                             |
| New Home Design Plans                                     | \$34,000      | \$5,000                     |
| Site Drainage Design                                      | \$4,500       |                             |
| Zoning Variance                                           | \$18,150      |                             |
| Final As-Built (post construction)                        | \$6,600       |                             |
| unspecified additional services                           | T&M           | *<br>**                     |

\* NJDEP/FEMA Land Use Applications and Permits

NJDEP Wetlands Delineation and Letter of Interpretation (LOI), Wetlands General Permit

NJDEP Flood Hazard Area (FHA) Determination, Applicability and Permit

H&H Study of the Contracting Watershed for FHA Permit

NJDEP Coastal Area Facility Review Act (CAFRA) Permit

\*\* The scope of work assumes that we will be working in concert with a land use attorney (hired by others) as may be required.

\*\*\* If Structural Services is required - additional \$9,100

**C**

FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH  
QUOTE (4.8)



# State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

## 1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

## 2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

### 2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, 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 business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, 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, P.L. 1966, c. 30 (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 Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

### 2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

### 2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

### 2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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.

## **2.5 AFFIRMATIVE ACTION**

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/).

## **2.6 AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

## **2.7 MACBRIDE PRINCIPLES**

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

## **2.8 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

## **2.9 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

## **2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

## **2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

## **2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

## **2.13 COMPLIANCE - LAWS**

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

## **2.14 COMPLIANCE - STATE LAWS**

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

## **2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## **2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS**

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

## **2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS**

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

## **3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

### **3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

### **3.2 PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

### **3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

### **3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS**

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- 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/her 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.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. 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 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, gender identity or expression, disability, nationality 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 contracting officer setting forth the provisions of this nondiscrimination clause;
- B. 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;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of 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, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
  - 1. 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;
  - 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;
  - 3. 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; and
  - 4. 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.

### **3.5 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

### **3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

### **3.7 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

### **3.8 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

### **3.9 DOMESTIC MATERIALS**

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

### 3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

### 3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

## 4.0 INDEMNIFICATION AND INSURANCE

### 4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### 4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: [ccau.certificate@treas.nj.gov](mailto:ccau.certificate@treas.nj.gov)

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

## **5.0 TERMS GOVERNING ALL CONTRACTS**

### **5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR**

The contractor's status shall be that of any independent contractor and not as an employee of the State.

### **5.2 RESERVED**

### **5.3 CONTRACT TERM AND EXTENSION OPTION**

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

### **5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

### **5.5 CHANGE IN LAW**

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

### **5.6 SUSPENSION OF WORK**

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

### **5.7 TERMINATION OF CONTRACT**

- A. For Convenience:  
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
  1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
  - D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

## **5.8 SUBCONTRACTING**

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

## **5.9 RESERVED**

## **5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

## **5.11 PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

## **5.12 DELIVERY REQUIREMENTS**

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

### 5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

### 5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

### 5.15 MAINTENANCE OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions 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.

### 5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
  1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
  2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

### 5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

### 5.18 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

### 5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

### 5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

### 5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

## 5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

## 5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
  - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
  - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
    - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
    - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

## 6.0 TERMS RELATING TO PRICE AND PAYMENT

### 6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

## **6.2 TAX CHARGES**

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

## **6.3 PAYMENT TO VENDORS**

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

## **6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

## **6.5 NEW JERSEY PROMPT PAYMENT ACT**

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

## **6.6 AVAILABILITY OF FUNDS**

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

## **7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

## **7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **7.3 PROCUREMENT OF RECOVERED MATERIALS**

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## **7.4 EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

## **7.6 COPELAND ANTI-KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

### **Clean Air Act**

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

### 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.

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 AA302 (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](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 and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

## EXHIBIT B - CONSTRUCTION CONTRACTS

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

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, up grading, 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.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

# State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature



12.06.2023

Date

YOGESH B. MISTRY - OWNER/PRESIDENT

Print Name and Title

MISTRY DESIGN LLC

Print Name of Contractor



**WAIVERED CONTRACTS SUPPLEMENT TO THE  
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

(Revised January 11, 2022)

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

**I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS**

**A. ORDER OF PRECEDENCE**

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

**B. NO ARBITRATION**

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

**C. NO AUTO-RENEWAL**

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

**II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE**

**A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES**

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

**B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

**C. DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

**D. COLLECT ON DELIVERY (C.O.D) TERMS**

C.O.D. terms will not be accepted.

**E. CASH DISCOUNTS**

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

**F. PERFORMANCE SECURITY**

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

#### **G. RETAINAGE**

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

#### **H. AUDIT NOTICE AND DISPUTE RESOLUTION**

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

### **III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

##### **Professional Liability Insurance**

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

#### **B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

##### **4.3 LIMITATION OF LIABILITY**

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

### **IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS**

#### **A. DEFINITIONS**

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:

- a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
  - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

## **B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

### **4.1 INDEMNIFICATION**

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
  1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
  2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
  3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
  1. procure for the State the right to continue the use of the product;
  2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
  3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
  1. promptly notify Contractor in writing of the claim or suit;
  2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
  1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
  2. the State's unauthorized alteration or modification of any product supplied under this Contract;
  3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
  4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

**C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

**Professional Liability Insurance**

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

**D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS**

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

**4.3 LIMITATION OF LIABILITY**

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

**E. PERFORMANCE GUARANTEE OF THE CONTRACTOR**

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

**1. COTS and Customized Software**

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

**2. Custom Software**

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
  - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
  - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
    - a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
    - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
  4. Hardware
    - a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
    - b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
    - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
    - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
    - e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
    - f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
    - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
  5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION**

**A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS**

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
  - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
  - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
  - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
  - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
  4. Security Incident and Breach of Security Responsibilities.
    - a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
    - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
    - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
    - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
  5. Termination and Suspension of Service:
    - a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
    - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
    - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
      - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
      - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
      - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

**Business Continuity and Disaster Recovery:** The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

## **B. INDEMNIFICATION FOR SAAS**

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

### **4.1 INDEMNIFICATION**

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
  1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
    - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
  - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
  - iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
- 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
- 4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- 5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- 6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
- 7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
- 8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. **STATE RESPONSIBILITIES** - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

## **B. INSURANCE FOR SAAS**

Section 4.2 Insurance of the SSTC is supplemented with the following:

- 1. **Professional Liability Insurance**  
The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
- 2. **Cyber Breach Insurance**  
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

#### C. LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

##### 4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
- i. The Contractor's indemnification obligations as described in Section 4.1; and
  - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

  
\_\_\_\_\_  
Signature

12/6/2023

\_\_\_\_\_  
Date

Yogesh Mistry, Owner

\_\_\_\_\_  
Print Name and Title

Mistry Design LLC

\_\_\_\_\_  
Print Name of Contractor



# OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: \_\_\_\_\_

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.  
Please answer all questions and complete the information requested.

YES NO

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.  
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.  
A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a **corporation, partnership, or limited liability company** with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary.

If you answered **YES** to Question 3, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

YES NO

4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the information requested in the space below:\*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

|         |           |
|---------|-----------|
| NAME    | _____     |
| ADDRESS | _____     |
| ADDRESS | _____     |
| CITY    | STATE ZIP |

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.\*

|       |
|-------|
| _____ |
| _____ |
| _____ |

\* Attach additional sheets if necessary



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ FOR IDA DESIGN & ENGINEERING SERVICES

VENDOR NAME: MISTRY DESIGN LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

## CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities

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Duration of Engagement  
Anticipated Cessation Date

\*Attach Additional Sheets if Necessary.

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

11/15/23

YOGESH B. MISTRY

Print Name and Title



# DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ FOR IDA DESIGN & ENGINEERING SERVICES

VENDOR NAME: MISTRY DESIGN LLC

## PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

|         |                  |       |       |
|---------|------------------|-------|-------|
| NAME    | YOGESH B. MISTRY |       |       |
| TITLE   |                  |       |       |
| ADDRESS | 96 CONNELLY AVE. |       |       |
| ADDRESS |                  |       |       |
| CITY    | BUDD LAKE        | STATE | NJ    |
|         |                  | ZIP   | 07828 |

|         |  |       |  |
|---------|--|-------|--|
| NAME    |  |       |  |
| TITLE   |  |       |  |
| ADDRESS |  |       |  |
| ADDRESS |  |       |  |
| CITY    |  | STATE |  |
|         |  | ZIP   |  |

|         |  |       |  |
|---------|--|-------|--|
| NAME    |  |       |  |
| TITLE   |  |       |  |
| ADDRESS |  |       |  |
| ADDRESS |  |       |  |
| CITY    |  | STATE |  |
|         |  | ZIP   |  |

|         |  |       |  |
|---------|--|-------|--|
| NAME    |  |       |  |
| TITLE   |  |       |  |
| ADDRESS |  |       |  |
| ADDRESS |  |       |  |
| CITY    |  | STATE |  |
|         |  | ZIP   |  |

\*Attach Additional Sheets If Necessary.

## PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? NO
- Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? NO
- Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? NO
- Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? NO
- Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? NO

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.

IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

## PART 3

### DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

|                                |  |                |  |
|--------------------------------|--|----------------|--|
| PERSON OR ENTITY NAME          |  |                |  |
| CONTACT NAME                   |  | PHONE NUMBER   |  |
| CASE CAPTION                   |  |                |  |
| INCEPTION OF THE INVESTIGATION |  | CURRENT STATUS |  |
| SUMMARY OF INVESTIGATION       |  |                |  |
|                                |  |                |  |
|                                |  |                |  |

\*Attach Additional Sheets If Necessary.

## CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature  
YOGESH B. MISTRY - OWNER/PRESIDENT  
Print Name and Title

Date

11/15/23



## MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ FOR IDA DESIGN & ENGINEERING SERVICES

VENDOR NAME: MISTRY DESIGN LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

### CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

11.15.2023

Date

YOGESH B. MISTRY - OWNER/PRESIDENT

Print Name and Title



## SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ FOR IDA DESIGN & ENGINEERING SERVICES

VENDOR NAME: MISTRY DESIGN LLC

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

### PART 1



All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.



Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

### PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

| Name of Contractor / Sub-contractor | Performance Location by Country | Description of Service(s) to be Performed Outside of the United States * | Reason Why the Service(s) Cannot be Performed in the United States * |
|-------------------------------------|---------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |
|                                     |                                 |                                                                          |                                                                      |

*\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

11.15.2023

Date

YOGESH B. MISTRY - OWNER/PRESIDENT  
Print Name and Title



## CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # & TITLE:

RFQ FOR IDA DESIGN & ENGINEERING SERVICES

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:



The Company's Quote does not include any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR



The Company's Quote does include confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

MISTRY DESIGN LLC

Company Name

Signature

11.15.2023

Date

YOGESH MISTRY - OWNER/PRESIDENT

Print Name and Title



## SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.  
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,  
Vendor must attach information documenting its good faith effort to achieve the goals.

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| SUBCONTRACTOR'S NAME: _____                                                         |  |
| ADDRESS: _____                                                                      |  |
| PHONE NUMBER: _____ FEIN: _____                                                     |  |
| EMAIL: _____                                                                        |  |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____                                  |  |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____                                      |  |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?<br>IF YES, SMALL BUSINESS CATEGORY: _____ |  |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?                          |  |

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| SUBCONTRACTOR'S NAME: _____                                                         |  |
| ADDRESS: _____                                                                      |  |
| PHONE NUMBER: _____ FEIN: _____                                                     |  |
| EMAIL: _____                                                                        |  |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____                                  |  |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____                                      |  |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?<br>IF YES, SMALL BUSINESS CATEGORY: _____ |  |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?                          |  |

|                                                                                     |  |
|-------------------------------------------------------------------------------------|--|
| SUBCONTRACTOR'S NAME: _____                                                         |  |
| ADDRESS: _____                                                                      |  |
| PHONE NUMBER: _____ FEIN: _____                                                     |  |
| EMAIL: _____                                                                        |  |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____                                  |  |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____                                      |  |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?<br>IF YES, SMALL BUSINESS CATEGORY: _____ |  |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?                          |  |



## SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.  
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,  
Vendor must attach information documenting its good faith effort to achieve the goals.

|                                                            |             |
|------------------------------------------------------------|-------------|
| SUBCONTRACTOR'S NAME: _____                                |             |
| ADDRESS: _____                                             |             |
| _____                                                      |             |
| PHONE NUMBER: _____                                        | FEIN: _____ |
| EMAIL: _____                                               |             |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____         |             |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____             |             |
| _____                                                      |             |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?                  |             |
| IF YES, SMALL BUSINESS CATEGORY: _____                     |             |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? |             |

|                                                            |             |
|------------------------------------------------------------|-------------|
| SUBCONTRACTOR'S NAME: _____                                |             |
| ADDRESS: _____                                             |             |
| _____                                                      |             |
| PHONE NUMBER: _____                                        | FEIN: _____ |
| EMAIL: _____                                               |             |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____         |             |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____             |             |
| _____                                                      |             |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?                  |             |
| IF YES, SMALL BUSINESS CATEGORY: _____                     |             |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? |             |

|                                                            |             |
|------------------------------------------------------------|-------------|
| SUBCONTRACTOR'S NAME: _____                                |             |
| ADDRESS: _____                                             |             |
| _____                                                      |             |
| PHONE NUMBER: _____                                        | FEIN: _____ |
| EMAIL: _____                                               |             |
| ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____         |             |
| DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____             |             |
| _____                                                      |             |
| IS THE SUBCONTRACTOR IS A SMALL BUSINESS?                  |             |
| IF YES, SMALL BUSINESS CATEGORY: _____                     |             |
| IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? |             |

**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF REVENUE AND ENTERPRISE SERVICES**  
**ANNUAL REPORT CERTIFICATE**

**MISTRY DESIGN LLC**  
0400062511

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for MISTRY DESIGN LLC was submitted on 04/13/2023 for the year: 2023

**Registered Agent and Office**

YOGESH MISTRY  
350 CLARK DRIVE, SUITE 101  
BUDD LAKE, NJ 07828

**Main Business Address**

350 Clark Drive  
Suite 101  
Budd Lake, NJ 07828

**Principal Business Address**

96 Connelly Ave.  
Budd Lake, NJ 07828

**Officers and Directors**

PRESIDENT  
YOGESH MISTRY  
350 Clark Drive  
Suite 101  
Budd Lake, NJ 07828



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
13th day of April, 2023*

*Elizabeth Maher Muoio*  
State Treasurer

Certificate Number : 2706074941  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

Certification 51158

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

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-JUL-2020** to **15-JUL-2027**

**MISTRY DESIGN LLC**  
**350 CLARK DRIVE, SUITE 101**  
**BUDD LAKE NJ 07828**



*Elizabeth Maher Mucio*  
**ELIZABETH MAHER MUCIO**  
State Treasurer

**11/10/10**Taxpayer Identification# **201-346-313/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE     |                                    | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N.J. 08646-0252                                           |
|--------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br><b>MISTRY DESIGN LLC</b>                   | TRADE NAME:                        |                                                                                                                                    |
| ADDRESS:<br><b>17 MAIN STREET STE B<br/>NETCONG NJ 07857</b> | SEQUENCE NUMBER:<br><b>1074820</b> |                                                                                                                                    |
| EFFECTIVE DATE:<br><b>07/13/04</b>                           | ISSUANCE DATE:<br><b>11/10/10</b>  |                                                                                                                                    |
| FORM-BRC<br>(04-08) D205846V                                 |                                    | <br>Director<br>New Jersey Division of Revenue |

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



## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT TITLE  
CONTRACT NUMBER

RFQ for Divison for Disaster Recovery & Mitigation - DCA IDA

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus<sup>1</sup>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.
- OR
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.
- OR
- ☐ C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.
- Description of Prohibited Activity** (Attach Additional Sheets If Necessary.)

### Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

- ☐ D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative  
YOGESH B. MISTRY - OWNER/PRESIDENT

Print Name and Title of Vendor's Authorized Representative  
MISTRY DESIGN LLC

Vendor's Name  
350 CLARK DRIVE, SUITE 101

Vendor's Address (Street Address)  
BUDD LAKE, NJ 07828

Vendor's Address (City/State/Zip Code)

11.15.2023

Date  
20-1346313

Vendor's FEIN  
973-347-2727

Vendor's Phone Number  
973-347-2261

Vendor's Fax Number  
YM@MISTRYDESIGNLLC.COM

Vendor's Email Address

### Definitions

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

<sup>2</sup> Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.