

REQUEST
FOR
QUALIFICATIONS

FOR

INTERIOR DESIGN SERVICES

FOR THE OCEAN COUNTY LIBRARY

2022

Ocean County Library
Request for Qualifications
INTERIOR DESIGN SERVICES

Responses Due: November 30, 2021 – 11:00 AM, EST

In accordance with N.J.S.A. 19:44A-20.4 et seq., the Ocean County Library is requesting qualifications (RFQ) from interior design firms or individuals that wish to provide interior design services to the Ocean County Library for a (1) year period commencing on January 1, 2022.

Listed below are selected design services that will be required but are not limited to:

Interior Design Services:

1. Defining the requirements for interior space by performing needs assessment, project development, preliminary space organization, space concept development, preliminary design, cost evaluation and professional renderings.
2. Developing a design for the interior spaces including staff and public needs.
3. Producing design documents in compliance with the budget and schedule.
4. Completing design development for the interior spaces to enhance the user experience, including but not limited to: Public Spaces and Lobbies, Self-Service technologies and other technologies for the public, Signage to support self-guided direction for the public Furnishings for Public Spaces and Office Spaces for Public and Staff, Supplies/Storage areas, Multi-Purpose Meeting Rooms, Maker Spaces, Exhibit Space, Public Art Selection, Archival Collection Storage and Staff Rooms.
5. Production, Issuance and Completion of all design development documents for interior space requirements, including but not limited to: Ceiling, Flooring, Paints and Coatings, Furnishings and Window Treatments. Finalize approval of and assure compliance of all shop drawings and product specifications.
6. The successful firm(s) and /or individual(s) must have a minimum of (5) years' experience in interior design services.

ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned, including a listing of experience with the Ocean County Library and/or experience with other New Jersey Libraries and/or other public entities.
3. A statement concerning the ability of the firm/individual(s) to perform tasks assigned by the Library in a timely fashion.
4. Professional licenses and certifications held by the individual(s) to be assigned.
5. A description of the support staff available to the individual(s) to be assigned.
6. A copy of a Certificate of Insurance, issued by an insurance carrier licensed by the State of New Jersey, for the firm/individual showing the amount of professional liability insurance and all other insurance coverages in place as of November 30, 2021. Primary Coverage: The insurance policies and coverage provided by the proposer to the Ocean County Library shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the Ocean County Library. There shall be no endorsement or modification of this coverage to make it excess over other available insurance coverage; alternatively if the CGL and umbrella, excess of reinsurance states that it is pro-rata, it shall be endorsed to be primary with respect to the Ocean County Library.
7. Worker's Compensation- Limits according to Worker's Compensation Laws of the State of New Jersey.
8. Contractors Liability not less than \$100,000.
9. Comprehensive General Liability – Bodily Injury \$500,000 per person; \$1,000,000 per occurrence
10. Comprehensive General Liability shall include the following: Coverage for explosion, collapse or underground hazards, occurrence basis coverage, broad form property damage coverage and coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.
11. Automobile Liability- Business Auto liability insurance or its equivalent with a minimum of \$1,000,000. Per accident and including coverage for all of the following. Liability arising out of the ownership, maintenance or use of any auto; auto non-ownership and hired car coverage.
12. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above. Professional Liability or Errors and Omissions Liability Insurance appropriate to the Contractor's profession with a minimum limit of \$1,000,000.
13. Copies of each insurance certificate shall be furnished to the Library with the proposal. The proposer, if awarded a contract, agrees to protect, defend and save harmless the Library against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the Library from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the acts of the proposer, his servants, or agents.

14. A list of (4) professional references with addresses and telephone contact numbers. Three (3) must have direct knowledge relating to your experience in the requested service.
15. A copy of your New Jersey Business Registration Certificate.
16. Hourly Rate Schedule for Interior Design Services, include any per diem and travel expense requirements. Cost may not be a factor in making award.

SUBMISSION REQUIREMENTS

All responses to the Request for Qualifications ("RFQ"):

1. Will be opened publicly in the Ocean County Library, Toms River Branch, 101 Washington St., Toms River, New Jersey, commencing at 11:00 AM, prevailing time, on November 30, 2021.
2. Must be enclosed in a sealed envelope bearing the name and address of the submitter, the name of this RFQ and the RFQ due date on the outside of the envelope.
3. Responses which are to be hand delivered the day of the opening must be taken and presented to the Library Purchasing Department at the time the responses to this RFQ are called for.
4. Responses to the RFQ which are to be mailed, shall be mailed to the:
OCEAN COUNTY LIBRARY
ATTN: PHIL ROSENOW, BUYER
101 WASHINGTON ST
TOMS RIVER, NEW JERSEY 08753
and must be received prior to 11:00 AM, prevailing time on the date on which they are to be opened.
5. The Library will not be responsible for late mail deliveries and no responses to this RFQ will be accepted by the Library if received after the time stipulated in this notice.
6. An original and three copies of your response to this RFQ must be submitted for your response to be deemed complete.
7. The Library reserves the right to reject any or all proposals, or to waive any informality in the proposals and to accept any proposal deemed in the best interest of the Library.

SELECTION CRITERIA

The selection criteria to be used in awarding a contract for the services described herein, shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation. The Library Commission reserves the right to have a personal interview with the person who will be full time on the account;
2. Fee schedules including per diem and travel expense requirements.
3. Experience in providing Design services over the past (5) years for projects related to public buildings or projects.
4. Familiarity with NJ Public Contract Purchasing Laws which mandate the use of State Contract vendors or Public Bidding for expenditures exceeding threshold limits.
5. Location (distance) of primary office in relation to the Library Commission's administrative offices.

6. Thoroughness and completeness of the applicant's submittal.
7. Recent, current and projected workload of the individual and firm.
8. Business references.

AWARD

The Library shall award a contract to the firm(s)/individual(s) that best meet the needs and interests of the Library Commission.

The Commission reserves the right to negotiate the terms and conditions of a contract with the successful firm(s) and /or individual to obtain the most cost advantageous services for the Commission.

GENERAL CONDITIONS

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

The contract shall remain in effect for a (1) year period commencing on the date of award.

NON –COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

: ss

COUNTY OF

I, _____ of
the City of _____ in the County of _____
and the State of _____, of full age, being duly sworn according to law on my oath
depose and say that:

I am _____ of the
firm of _____ the vendor making
the Proposal for the above-named Project, and that I executed the said Proposal with full authority so to
do; that said vendor has not, directly or indirectly, entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive procurement in connection with
the above-named Project; and that all statements contained in said Proposal and in this affidavit are true
and correct, and made with full knowledge that the Ocean County Library relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit in awarding the
contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
(N.J.S.A. 52:34-15)

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public of _____
My Commission Expires _____

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional

or sexual orientation, 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 17:5-31 et seq. and P.L. 1975 C. 127(N.J.A.C. 17:27-1 et.seq.)

A. ACTIVITY OF YOUR COMPANY – Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B TO ALL CONTRACTORS

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the Ocean County Library:
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A New Jersey Certificate of Employee Information Report Approval.
 - c. If the Contractor cannot present “a” or “b”, the Contractor is required to submit a completed Employees Information Report (FormAA302). This form will be made available to the Contractor by the Ocean County Library.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
 Yes _____ No _____
 (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey “Certificate of Employee Information Report” approval?
 Yes _____ No _____
 (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1978, C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required Documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975, C. 127 (N.J.A.C. 17:27-1 et seq.)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the LIBRARY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the LIBRARY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the LIBRARY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the LIBRARY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the LIBRARY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the LIBRARY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the LIBRARY or if the LIBRARY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

SIGNATURE PAGE

The Ocean County Library does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The Ocean County Library shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership
The undersigned is a Corporation under the law of the State
Individual

Of _____,having principal offices

At _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
-PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS: _____

FEDERAL IDENTIFICATION NO.: _____

STATEMENT OF OWNERSHIP

STATEMENT SETTING FORTH THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS OWNING MORE THAN 10% OF

(NAME OF ORGANIZATION)

IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977.

The following constitute the names and addresses of all stockholders in the corporation if the corporation is submitting a proposal, or partners if the proposer is a partnership who own 10% or more of the corporate stock of the proposer of any class or of all individual partners in the partnership who own 10% or greater interest therein.

In the event no stockholder or partner owns 10% or greater, please so indicate at the appropriate space on this form.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership are as follows:

NAME	ADDRESS	PERCENTAGE OF OWNERSHIP

IF NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE OF THE CORPORATE STOCK OR OWNERSHIP OF THE PROPOSER, CHECK HERE

I certify that the foregoing information is correct.

Signature of Secretary or Partner

Print Name And Title

of _____
Corporation or Partnership

THIS FORM MUST BE COMPLETED AND SIGNED

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE;**

Pursuant to Public Law 2012, e. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement:: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Bidder: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

RFQ DOCUMENT CHECKLIST

RFQ Title: INTERIOR DESIGN SERVICES WHERE AND AS DIRECTED BY THE OCEAN COUNTY LIBRARY

REQUIRED WITH PROPOSAL	SUBMISSION REQUIREMENT	ITEM SUBMITTED (PROPOSER'S INITIALS)
X	Statement of Ownership	
X	Non-Collusion Affidavit	
X	Affirmative Action Questionnaire	
X	Copy of Proposer's New Jersey Business Registration Certificate	
X	Acknowledgement of receipt of addenda or revisions (if issued) signature page	
X	References	
X	Fee Schedule	
X	Certificate of Insurance	
X	Signature Page	
X	Disclosure of Investment Activities in Iran Form	

THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA OR REVISIONS

OCEAN COUNTY LIBRARY

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT

ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____
containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL RESPONSE. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.