

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on, **April 16, 2015** at 2:30 p.m. prevailing time, in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

ON-CALL DOCUMENT IMAGE SCANNING SERVICES BA# UCCP 28-2015 (REBID)

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Please be advised that the work, materials or supplies in the specifications are being obtained through a **Cooperative Pricing System - ID# 8-UCCP** approved and registered with the State of New Jersey. The County of Union is the Lead Agency and there are a variable number of municipalities participating in this contract.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 10/03/14
Goods & Services

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time and in the place noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. In the event there is a discrepancy between any unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6(d).

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received.

All delivery costs (FOB: Union County Ship to Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Sub-contractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders' who consent thereto may, at the request of the County, be held for consideration such longer periods as may be agreed.

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest responsible bids. The bid bonds of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union may make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, Firm or Partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands may be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with the bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles, or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

12. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 et seq., prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

13. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

14. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the work, and must remove from the work any incompetent, unsuitable, or disorderly person upon complaint from the County.

The parties to any contract resulting from this bid do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

15. PAYMENT OF WAGES OR BENEFITS WITHIN TIME

The County of Union requires all bidders to comply with N.J.S.A. 2C:40 A-2. Failure of an employer to pay wages or benefits within time specified will result in a penalty for the violation.

“In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs in any trade, profession or occupation concerned in such agreement, or other penalties in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within thirty (30) days after such payments are by said agreement to be made, or in the case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by Section 2, P.L. 1965, c.173 (N.J.S.A. 34:11-42) is a disorderly person”.

If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person.

16. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

17. ON SITE STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and County may offer available space, if any, for storage of such materials or equipment. The contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

18. FINAL CLEAN UP

Upon completion of each project assigned, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in a manner acceptable to the County, all areas that may have been damaged in the prosecution of the work.

19. SUB-LETTING OF WORK

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of work: plumbing, heating, ventilation and air conditioning, electrical, ornamental iron, structural steel and steam power. If these trades are expected to be part of the contract, such subcontractors should be listed on the bid sheet entitled "List of Subcontractors". Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the Director.

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16, no portion of the work will be sublet by the Contractor to any other entities, except with the consent of the Director of Facilities Management. A complete list of approved subcontractors must be submitted to the Director prior to the start of work. All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

20. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.25 et seq. requires that the following additional conditions must be strictly followed.

The bidder's signature on this proposal is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act.

The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64. The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of work, or such portion thereof that relates to the failure to pay prevailing rates of wages.

In such event or under the terms N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation. The Contractor or Subcontractors for this project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages. The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment.

21. FRINGE BENEFIT REQUIREMENTS

The County of Union requires all bidders to comply with N.J.S.A. 2A:170-90.2, regarding fringe benefits. This statute states:

"Failure of employer to pay wages or benefits within time specified; penalty for violation: In addition to any other penalty or punishment otherwise prescribed by law, any employer who is party to an agreement made with a collective bargaining agent or with an individual employee which requires the payment of (a) wages or of benefits, or (b) contributions for the support of a fund out of which benefits may be paid, including, without limitation upon the generality of the foregoing, any pension fund, welfare fund or any fund for the support of any program or programs of education or vacation benefits for the employees covered by such agreement, or any fund for the support of any apprenticeship program or programs in any trade, profession or occupation concerned in such agreement, or (c) other payments in connection with the employment of any employee or employees and who knowingly and willfully fails or refuses to make such payments within 30 days after such payments are required by said agreement to be made, or, in case of wages, if the agreement fails to specify the time of payment, then within the time specified for the payment of wages by section 2, P.L. 1965, c.173(C34:11-4.2) is a disorderly person. If such employer is a corporation, the officer or employee responsible for such willful failure or refusal is a disorderly person."

**22. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998
BY THE BOARD OF CHOSEN FREEHOLDERS**

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

**RESOLUTION NO. 1148-98
DATE: 9/24/98**

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure, which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

(3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of work.

(4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.

(5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contractors and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All Contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ration has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing work on a public project, is registered, in good standing, in a n apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing work on the project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

(5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.

(6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:

- A. Cessation of work.
- B. Removal from project.
- C. Withholding of payment until compliance is obtained.
- D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete work.

(7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.

(8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.

(9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

Union labor is preferred on all County work.

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and municipal and county ordinances applicable to the work to be done under the contract. It is agreed and understood that any contracts and/or orders placed as a result of this bid will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

EMPLOYEE NOTIFICATION ACKNOWLEDGEMENT FORM*

Pursuant to N.J.S.A. 34:11-56.25 et seq. as well as N.J.A.C. 12:60 et seq.,

the Contractor, _____, has informed me that I will be
(Name of Contractor)

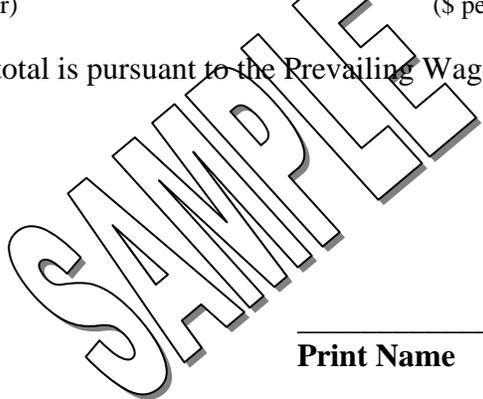
as a _____, on the public project designated as,
(Employee's Job Title)

_____. I further acknowledge that my compensation
(Project Name)

for this job will be _____, plus (+) the Fringe Benefits _____ for a Total Prevailing
(\$ per hour) (\$ per hour)

Wage of _____. This total is pursuant to the Prevailing Wage for Construction Trades in
(\$ per hour)

Union County.



DATE: _____

Print Name

Sign Name

Employer Certification

I hereby certify as to the accuracy of the above information.

DATE: _____

Name of Company Officer

Signature of Company Officer

*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 et seq. Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

23. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall at times conduct the work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

24. UTILITIES

The bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work. The County will advise contractor of the location of these utilities and structures, but the accuracy and completeness of this information is not guaranteed by the County. The bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the work assigned. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers can be obtained from the Division of Facilities Management and their notification and involvement in any work on County locations should be coordinated with the Department. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private – without the concurrence of the owner and the County. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final approval of the work by the Director of Facilities Management.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the work as agreed upon with the Department, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the work in order to relocate or protect their facilities and not hinder or delay unnecessarily the work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or the performance of any work in connection with the moving of said structures unless the Contractor is specifically ordered by the County to furnish such materials, equipment, or services.

25. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted work.

26. INSPECTION

The work must be done in accordance with the work procedures agreed upon by the contractor and the Division of Facilities Management, and will be inspected by the Director of the Department. An inspector may be placed upon the work site at any time by the County to see that the instructions of the County are carried out.

27. DAMAGES

The Contractor will be held responsible for all damages that may occur to work, or to persons or property by reason of the nature of the work or from the elements, or by reason of inadequate protection of the work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the work until all suits or claims for damages sustained on, or by reason of, the Contractor will have settled this work.

28. DEFAULT OF CONTRACT

If at any time the work under this contract is abandoned or neglected, or any part thereof is unnecessarily delayed, or if the Contractor will prosecute the work without due diligence, or with an insufficient force to complete the work in the time specified in the opinion of the Director of the Division of Facilities Management, then the Director may declare the Contractor in default, may employ other parties to complete the work, use such material as may have been procured and may procure all other material necessary for the completion of the work called for in this contract. The expense incurred by him in such procedure will be deducted from any moneys due the Contractor. The Contractor or his surety company will pay the amount of the excess to the County on notice from the Director.

29. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General requirements of P.L. 1975, c. 127. You are hereby put on notice that:

- A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:
1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
 2. A photocopy of your Certificate of Employee Information Report.
 3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

30. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

31. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. and N.J.A.C 5:89-5 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 County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

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 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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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.**

EXHIBIT B

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

CONSTRUCTION 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, 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.

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 Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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 Division, 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 Division. 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 Division, 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 Division.
- (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 Division and submitted promptly to the Division 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, 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 purpose and intent of this public bid is to furnish **On-call Document Image Scanning Services (ODISS)** to the various Departments and Offices of the County of Union for an initial contract period of 36 consecutive months upon the signing of the contract with the provision for an extension of 24 consecutive months.

STANDARD: The specification herein states the minimum requirements of the County. Unauthorized conditions, limitations, or provisions will be cause for rejection. The County of Union may consider as “irregular” or “non-responsive” and reject any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient literature or requested information to enable the County to make a reasonable determination of compliance to the specification. It will be the Vendor’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid will cause the bid proposal to be rejected without review as “non-responsive”. The County of Union reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

PAYMENT TO VENDOR is to be made within forty- five (45) days after the receipt of Vendor’s invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor shall not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

AWARD OF CONTRACT: In the best interest of the County only one responsible and responsive vendor will be contracted with, therefore Vendors must bid on all the items to be considered responsive. Failure to fill out pricing for all items will result in the bid being found unresponsive and said bids will be dismissed. The County shall be the sole judge of the responsibility of the Vendors using the experience submittals et al as criteria.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO AND THE MAXIMUM SHALL BE THE FIGURE ESTIMATED FOR EACH COMMODITY.

The period of the contract shall be for thirty-six (36) consecutive months with the provision for one (1) twenty-four (24) month extension subject to the following limitations: the extension contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date), upon a finding by the governing body that the services are being performed in an effective and efficient manner.

N.J.S.A. 40A:11-15 et seq. provides that any price changes pursuant to extensions of the original term of this agreement shall be based upon the price of the original agreement as cumulatively adjusted pursuant to any previous adjustment or extensions and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time this agreement is reviewed. The Index Rate is promulgated bi-annually by the State of New Jersey, Division of Local Government Services and is based on the annual percentage increase in the implicit price deflector for State and Local Government Services, computed quarterly by the U.S. Department of Commerce, Bureau of Economic Analysis.

Any extension of the original term of this agreement shall be subjected to the availability and appropriation annually of sufficient funds by the County of Union pursuant to N.J.S.A. 40A:11-15.

The County reserves the right to terminate this agreement with written notice to the contractor thirty (30) days prior to such action.

Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

COUNTY OF UNION

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experienced vendor who can provide **On-Call Document Image Scanning Services** to various locations in Union County as per the following specifications.

In addition, please be advised that the work, materials or supplies requested in the specifications are being obtained through the County of Union cooperative pricing system approved and registered with the State of New Jersey. (State of N.J. Identifier #8-UCCP) The County of Union is the Lead Agency in the System and there are a number of local governmental agencies participating in this contract. The specifics of which local governmental agencies are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and receives bids for itself and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and upon certifying a lowest responsible and responsive bidder makes an award of a master contract for the County of Union alone. The County of Union shall enter into a formal written contract directly with the successful bidder.

After recommendation of award of the County master contract by the using department of the County, the cooperative members will be provided the bid proposal information and decide individually whether or not to contract with the lowest responsible and responsive bidder subject to the specifications and prices set forth in the cooperative bid. If the winning bidder does not extend its pricing to the cooperative members, no further bids will be will be sought by the lead agency on behalf of the registered members.

The master contract shall state that the bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids with the written approval of the lead agency and the contractor.

Each participating cooperative member shall also certify the funds available only for its own needs; meet any and all statutory requirements of the Local Public Contract Law & Rules; issue purchase orders in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payments directly to the successful bidder, and be responsible for any tax liability.

No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

Bid price shall be firm for the duration of the 36 consecutive months of the contract. Term of the cooperative member contracts may not coincide with the term of the master contract due to the differing schedules of award by the respective governing body.

PROJECT SCOPE: The County of Union is seeking bids from qualified and responsible Vendors for different ODISS as specified in the following pages. Vendors shall be expected to provide any and all materials which are ancillary to the itemized services of the bid and any Electronic Retrieval Archiving Software.

The “On-call” aspect of the specifications is necessary to allow for any future orders of services from any County division or office of any of the Line items in any quantity. The estimated quantities represent a good faith effort to provide the scope of need for a typical contracted service as specified for a government the size of the County.

The total amount of services represented by the estimated Grand Total may even be exceeded by change order if approved by the Board of Chosen Freeholders.

At the time of the crafting of these bid specifications, need exists for the services for the Clerk of the Board, Cornerstone Hospital, Office of the Surrogate and several other offices. Orders shall be placed with the successful Vendor via Purchase Order for these services over the period of the contract.

COOPERATIVE ASPECT:

Due to the on-call nature of the desired contract for ODISS, the County will be soliciting assent from cooperative members and their approval of the use of the estimated quantities of the County as their estimates also. Pursuant to the Local Public Contract Law and Rules, the successful contract would need to approve the extension to other cooperative members in writing to the County and enter into a separate contract with any such member using the pricing and terms of the Master Contract as basis.

Vendors who wish to extend pricing to the cooperatives if and when solicited by members of the cooperative to do so may then enter into a separate contract with the cooperative member. Orders from the members of the cooperative shall follow their own terms of their proposed separate agreements with the successful vendor but will still be based on the master contract.

The list below constitutes all the members as of this date. It is possible that other governmental units will ask to join our cooperative and ask to contract with the winning bidder.

Members of UCCP 8

Township of Berkeley Heights
Borough of Chatham
Township of Clark
Township of Cranford
City of Elizabeth
Borough of Fanwood
Borough of Garwood
Township of Hillside
Borough of Kenilworth
City of Linden
Township of Livingston
Township of Maplewood
Borough of Mountainside
Borough of New Providence
City of Plainfield
City of Rahway
Borough of Roselle
Borough of Roselle Park
Township of Scotch Plains

Township of Springfield
City of Summit
Township of Union
Borough of Watchung
Township of Westfield
Township of Winfield
Board of Fire Commissioners District #5
Cranford Public School District
Linden/Roselle Sewerage Authority
The Housing Authority of the City of Elizabeth
Parking Authority City of Elizabeth
Kenilworth Board of Education
Plainfield Municipal Utilities Authority
Scotch Plains-Fanwood Public Schools
Union County College
UC Educational Services Commission
Union County Vo-Tech
Township of Union Board of Education
Westfield Board of Education

Berkeley Heights Board of Education

SPECIFICATIONS

The digital files created under the scope of this Bid will be stored in some cases on the OnBase Electronic Document Management System (EDMS) of the County and in other cases as the individual division or office may need.

Any proposed image scanning service must follow the NJ Division of Revenue and Enterprise Services Records Management Services (NJDORES) guidelines and not hinder the County from successfully achieving and maintaining certification of their respective EDMS solutions from the State Records Committee (SRC) by virtue of Public Law 1994, Chapter 140, in accordance with N.J.A.C. 15:3 Subchapter 4 and 5.

As to the cooperative members, if the entity does not wish to use an OnBase EDMS and no other EDMS is available for use then a Cloud Based Electronic Retrieval Archiving Software system must be provided as per the enclosed specifications.

The types of records that the County and cooperative members desire to have scanned are the typical document types found in county and local governments, boards and districts. Since this bid is intended to provide the County and cooperative members with the flexibility to have whatever individual record series they may have the greatest need to address covered under this bid, the Vendor must be familiar with all record series used by local governments and have proven experience offering similar services.

In order to judge the responsibility of the bidder, there are multiple requests contained in the following specifications which require a written response and/or pertinent literature. Bidders will provide with the bid the answers to each sequentially numbered request on pages that are marked with the number of the request. Requests will be numbered and list at the end of these pages.

For purposes of this bid, there are four categories of document types this bid addresses:

Small Documents: Small Documents are defined as paper documents up to 11 x 17 inches in size. Computer print outs on continuous form paper should be separated at the perforations for scanning and or microfilming services and are considered small documents for the purpose of this bid. Small format documents may include but is not limited to: HR records, payroll records, purchasing records, County Clerk records, Permits, Licenses, Applications, Surrogate records, Administration records, Pupil files and law/legal documents.

Large Documents: Large Documents are defined as documents larger than 11" x 17" in size. They can consist of both rolled, folded, and flat plans and maps, among other documents as stated above.

Bound Documents: Bound Documents can include books and similar material that cannot easily have their pages removed for placement in a scanner's sheet feeder. Examples include minute books, tax duplicates, ledger books, etc.

Microfiche: Small sheet of microfilm on which many pages of material have been photographed; a magnification system is used to read the material. Sheets with multiple images on each housed in 4" x 6" jackets. Please note that some cooperative members may have microfiche in rolls, it will be left up to successful vendor and those members as to whether bid prices are to be honored for rolls.

Document Scanning Requirements:

All Scanned documents must be provided in a Group IV single-page TIFF bi-tonal (black & white) file Format.

Vendor will scan all images at their original size and be liable for any damages to the document.

Vendor will de-skew each image as needed and must have the ability to manually de-speckle each image if needed.

Per N.J.A.C. 15:3-4.6(e) (<http://www.nj.gov/state/DORES/links/njac-15-3-4.html>), documents 11” x 17” in size or smaller must be scanned at a minimum of 200 DPI. Documents larger than 11” x 17” in size must be scanned at a minimum of 300 DPI.

All documents will be appropriately prepped at the level specified below as requested by the County prior to scanning:

1. Standard Prep:

- Prep includes the removal of staples, post-it notes, flattening, and scanning the documents as they appear in files.
- Separate multi-part forms and continues feed computer paper into single pages.
- Scan the backside of all double-sided Small Documents removing any pages that are completely blank.
- If there are multi-part forms included within the file, then the Vendor is to separate the multiple parts and scan only the highest quality page (such as the white copy of the form). Other multi-part form copies should not be scanned.
- The County shall not be charged for the scanning of any cover pages or page separators or other means that vendor may employ to assist in their standard procedures for the document scanning process – only documents contained within the file provided by the County to the vendor shall be considered for payment.

2. Premium Prep: Prep includes all aspects of Standard prep, if necessary, and repairing torn documents identifying and placing specific documents in a predetermined order. For example, a Building Permit would be arranged with the Permit Jacket first, the Certificate of Occupancy/Approval next, followed by the Sub-code documents in order of, Building, Plumbing, Electrical and Fire, then correspondence and lastly spec book, calculations, and other assorted documents.

Vendor must have a large format scanner capable of scanning large drawings up to 72 inches by 38 inches in size consisting of paper, Mylar, cloth and/or blueprints. Model and make of equipment shall be documented.

Vendor will invert any negative Large Document image.

If a file folder contains both Small Documents and Large Documents (folded), Vendor must maintain the Small Documents’ relationship to the Large Documents as well as the folder they came from.

Loose Drawings that are not folded in the file folder: Loose drawings must be linked to their respective folders or project title. DRS Imaging captures all of the above so the entire folder is retrieved at the same time. Documents such as Permits, Construction Correspondence, case files, As Builts, etc., will be retrieved together regardless of the retrieval criteria.

Seal Reproduction:

Any large Document that may be scanned which includes a raised seal must be captured in a true and accurate process to include ensuring that the raised seal can be readily viewable on the scanned image. The County requires Vendors to “raise” the seal utilizing a graphite pencil or charcoal stick to show the dimensionality of the seal by creating a shadow effect. The entire seal need not be highlighted, just enough to achieve the effect. Vendors will not hide or destroy the signature or cover it with any markings. The seal must be legible on the

scanned image to support the document's validity as a true and accurate representation of the original document. The signatures and seals of such documents are mandated in the N.J.A.C. 13:27 and 13:40. Therefore, if a seal is illegible post-imaging, the original should not be destroyed.

If a document includes a seal that is illegible or cannot be 'raised using a graphite pencil or charcoal stick, then the Vendor will apply a label with the words "RAISED SEAL" next to or in close proximity to the raised certification seal on the Large Documents. This sticker may not obscure any part of the image. The Vendor must follow the procedure outlined below for identifying poor quality original documents with a separate notation in a log regarding an illegible seal. These documents must be identified as such after scanning to avoid being destroyed at a later time.

Tracking:

Vendor will physically apply a tracking number onto each file and individual drawing for inventory and tracking purposes. This number must be unique for each file and drawing and applied in a clean and professional manner.

Quality assurance and Remedies:

Vendor will visually inspect each image of every page of all scanned documents as per N.J.A.C. 15:3-4.6(b). The Vendor must describe their quality assurance process to ensure high quality images of scanned documents. This quality process must include reviewing every page scanned. As required by N.J.A.C., 100 percent visual Quality Control is important to the successful operation of the EDMS.

Any original document deemed of poor quality which results in a low quality scanned image must be noted by the Vendor. Vendor will maintain a Scanned Images Log as per N.J.A.C. 15:3-5.5(e)4iii & ix. This log will include a listing of the poor quality documents. A copy of the scanned images log is to be supplied to the County at the end of each individual conversation project performed.

Vendor will assign a quality grade (and make an entry in the Scanned Images log as noted above) to original documents that are deemed of marginal to low quality and result in poor quality scans.

The quality grade should have at the minimum three gradations that denote:

Perfect scan; no data lost or image deterioration. No notation is required in the Scanned Images log.

Good scan; no data lost but some image deterioration (County may consider maintaining original document).

Poor scan; data lost and/or significant image deterioration (County must retain original document).

Scanning and Indexing:

When scanning Bound Documents, in most cases, the County will not wish to damage the binding of these materials to facilitate the scanning process. Vendors are expected to offer bound volume scanning services that allow the bound volume to remain in tact as a part of this bid. It will be up to each entity of the County as to how they want the bound documents to be scanned and returned and Vendor should take this into consideration when pricing out this section.

- Each scanned document must be indexed and this information transferred to the appropriate EDMS application used by either the County.

- The County will provide the specific indexing requirements prior to any scanning work to be performed. Vendor must include indexing costs based on a per character basis as part of the indexing process.
- A copy of all scanned images and related index information must be provided on CD-R or DVD media in a manner compatible with the County's OnBase EDMS application. Vendor must provide assistance if needed to the County in copying newly scanned images and index data into their respective EDMS application.
- Vendors must outline their proposed process for transferring images and related index data to the OnBase EDMS application of the County and outlines from the experience of the bidder how other applications are addressed in case they are needed for assessment by the cooperative members who do not opt to use the EDMS application of the County. Any best practices that would assist the County in successfully transferring all images and index data to their respective EDMS applications should be included in the Vendors' response.
- Vendors must provide a listing of EDMS software applications they successfully transferred scanned images and index data to as a part of previous project and the clients they performed this work for.
- Although specific volumes of documents to be scanned cannot be determined at this time given the scope of this bid, Vendors must provide an expected document turnaround for the individual services to be provided under this bid based on previous experience. References will be contacted regarding past experiences with document turnaround time seen in similar projects.

Archival Microfilm Requirements: Vendor will be asked to submit post bid and have approved a sample reel of preservation microfilm (35mm for large format and 16mm for small format) by DORES and the State Records Committee (SRC). All microfilm must be created in conformance with State of New Jersey Standards as set forth in N.J.A.C. 15:3-3 Standards for Microfilming of Public Records including the use of "Targets for Microfilm Created from Digital Images. Any proposed archiving microfilming service must follow DORES standards for microfilming of public records in accordance with N.J.A.C. 15:3 Subchapter 3.

If required by the County, Vendor must optionally be able to provide a reference copy or use copy of microfilm for use and retrieval of the records if desired by the County. Silver halide film is the only film considered suitable for producing microfilm of archival quality. Silver halide film shall be used when producing copies of the original master negative intended for archival, permanent or long-term storage of public records.

Vendor will place each B, C, D or E size drawing in its own frame.

Vendor will apply a unique Roll and Frame Number to each frame.

Vendor will include the reduction ratio below each frame.

Vendor will keep a Processing log for the microfilm creation.

Vendor will provide an index to the microfilm consisting of the roll number, frame number and other designated index values determined by the County prior to the service being performed. The Vendor will provide this index in the form of a paper printout and comma delimited ASCII text file on a CD-R or DVD.

Microfiche Conversion:

Specifically, the Office of the Surrogate has need to convert microfiche sheets to individual digital images and stored on the On-base system of the County. Scanning process to be addressed on one line item of the bid, storage into On Base to be included on the line item for all images.

Microfiche contained in 4" x 6" jackets, 40,000 jackets with approximately 720,000 images although the line item of the bid will estimate 800,000 images in case of future need. The project should include converting the images in a jacket to a digital document, index the file by docket number, name and any other external data and it should be user compatible with our EDMS system so it may be downloaded right into the existing system.

The price should be based on "per image" and include: scan, index and link to existing database so that we may populate additional fields and shall include all pick-up, delivery, handling costs and temporary storage during the scanning procedure.

Typically the image format would be a Group IV single page Tiff bi-tonal (black & white) file format scanned at at 200 DPI and the index should be returned to a text format and assure the correct form for import into existing systems. A disc of all dockets should be provided for security.

As to scanning procedures equal care must be paid to the jackets and originals as specified for the Bound or other documents.

General requirements:

Vendor shall not outsource any part of the conversion process and no documents shall leave the State of New Jersey.

During conversion periods the Vendor shall return any requested documents and/or drawings within two (2) business days of the request.

Concurrent Users: Pricing must be for unlimited number of users per entity with no additional costs for any users in the future.

Document and Data Access: Access to specific Document Types and specific agencies must be defined under their own separate storage mechanism and no documents from outside agencies can be intermingled with any other agencies documents.

Email: Must allow authorized users to email documents as PDF or Tiff attachments to any valid email address.

Editing: Must allow authorized users to edit or add indexing data associated with a document.

Delete: Must allow only authorized users to permanently remove documents and their related index data with an audit trail.

Upload: Must allow authorized users to upload and import new documents into the system.

Import Existing Documents and Index: Must be able to import documents and indexes from other systems.

OCR: Must allow for Optical Character Retrieval (OCR) to search for words with the full document text.

Audit: Must allow for system administrator to audit all activities including logins, searches, emails, edits

uploads, deletes and administrative actions.

OPRA Requests: Must allow users to send documents directly via email as well as printing all paper.

Search: Must allow a user to search across multiple Document Types if there permissions allow through a full keyword search as well as an advance search capability to search for a specific document by a specific index field. The results from searches must be simple to navigate for the user community allowing for a limited amount of user training to query and retrieve documents.

Customize Programming: The Cloud Software must have an API that is available for customization of other agencies internal systems to be able in interact with the data stored on the cloud with documentation available.

Secure User Access: Each agency must have the ability to add and remove user access to the Cloud Documents and assign the appropriate permissions required for that user account.

DORES Approval: Software must be approved for certification by DORES.

Annual Document Update: Software must have the ability of adding documents and indexing via the end user.

All Document Access: Access to a specific document must be configurable by user access allowing access by user to be limited to specific document type or limited to a specific document.

Handling, Security and Access:

Vendor must maintain control over the physical and electronic public records provided to them or created as a result of the work performed under the scope of this Bid at all times.

All documents must be treated with respect and care, as they are public records.

In order to best assess the cost of pickup and delivery, unit pricing will be based on the contents of one letter sized corrugated cardboard box 24 X 10 X 15 inches which is the industry standard for records filing. To be provided by the County. Pick-up and delivery will be billed at one price for each although the estimate will be combined. The County may sometimes wish to have documents scanned and destroyed and not returned.

All documents must be stored in a secured environment, with protection from damage due to elements, human error, and other unforeseen threats.

Vendor's record storage facility must have a working security system with central station monitoring by a third party to include protection from burglary, fire, and other events that may cause harm to the records provided under this bid. Site certification for the security system will take place prior to bid award.

Vendor's record storage facility must have protection from water damage due to outside elements.

Vendor must describe the entire chain custody for documents from the initial pick up to final delivery of the scanned and/or microfilmed documents back to the County. Vendor must have a tracking system located in its facility for instant tracking of the County's shipment.

Vendors must explain the cataloging or tracking process used by the Vendor to make sure the same files and the same numbers of files are returned as were shipped out.

All procedures to be performed by the Vendor in accordance with generally accepted standards of conservation and restoration practice. Alterations, changes, or an insertion of any new material in any record is strictly forbidden.

Vendor to pack all records on site, and provide personal transportation for the records in both directions to and from their facilities to the County.

Vendor will physically apply a tracking number onto each box and individual Large Document for inventory and tracking purposes. This number must be unique for each box and Large Document and applied in a clean and professional manner.

All efforts by the Vendor must be made and best industry practices must be applied to eliminate the risk of documents being lost during the transfer. Vendors must describe how this will be accomplished and the Vendor's policy on safeguarding documents both while at your facility and during transportation. This description should include how the documents are shipped and returned; how and where the documents are stored prior to and immediately after scanning; if the Vendor's own trucks are used, or if common carriers or subcontractors are used to transport County records.

All work is to be performed at the Vendor's facilities, but must be performed within the State of New Jersey due to potential need to access hard copy documents in the process of being converted. Under no circumstances is any of the work to complete this project to be performed outside of the State of New Jersey.

The project must be done in a manner to maximize the County's access to records at all times. The County requires that files in the possession of the Vendor as a part of this project that are needed by County employees prior to when the conversion is complete, be returned to the County within forty-eight (48) hours from the initial request. A faxed copy of the requested document may be acceptable if the quality of the fax is deemed adequate by County or staff.

If the County needs access to a particular folder that may be in the Vendor's possession as part of this project, describe how that situation would be handled and any associated costs.

All documents must be treated with respect and care, as they are government records. Under no circumstances are any documents to be shared, copied, or transferred to another organization or individual(s) outside of the expressed intent of this project. Pick-up and Delivery must be done by vendor or competent delivery service with experience in the handling of sensitive and delicate documents. Details of delivery service used by bidders to be documented.

Shredding and/or document destruction is to be priced under this Bid and be used at the discretion of the County.

The Vendor will provide written verification that no files were damaged and/or lost and that all information on all records remains confidential.

Vendor will physically apply a tracking number onto each folder and individual large format document for inventory and tracking purposes. That number must be unique for each folder and applied in a clean and professional manner.

Vendor will maintain a Scanned Images Log as per N.J.A.C. 15:3-5.5(e). A copy of the scanned images log is to be supplied to the County at the end of each conversion point.

Vendor must identify and label materials that cannot be scanned, such as floppy disks, CDs, videotapes, vendor samples, etc. with the file folder that the items came from and return these items to the County in a neat and organized manner.

Vendor Requirements:

Vendor shall only employ workers of good character and personal record. A description of hiring standards to include in bid submission.

Vendor must have at least five (5) or more references that are counties, municipalities or government agencies within the State of New Jersey. The Vendor's references must include completed conversion projects of a similar scale and document types.

Vendor's service bureau's process must be available for observation by the (DORES) personnel and County personnel to verify compliance the requirements within this bid as well with NJAC 15:3. Note: a successful review of a Vendor's operations cannot be construed as a certification of the Vendor by the State of New Jersey; this is reserved for the County and is granted as a variance to their records retention schedule.

Vendor must have a working knowledge of the State of New Jersey requirements for the certification of a government records image processing system.

Vendor may not outsource or subcontract any part of the conversion process.

Vendor must identify a single project manager as primary contact for the County for project scheduling and other services performed under this bid. Vendor must provide contact information in their bid response including contact name, phone, fax, and e-mail for same.

Bid Evaluation Criteria:

The award of a contract will be based on the lowest responsible and responsive bid.

No alternative bids will be accepted. Submission of alternative bids may result in the disqualification of the Vendor.

Repeating sections that ask for documentation and/or literature, address all items listed below, to be submitted with the bid marked with the appropriate page number:

PAGE 1 -Provide experience profile: Vendor must be familiar with all record series used by local governments and have proven experience offering similar services.

PAGE 2 -Vendor must contact information in their bid response including contact name, phone, fax, and e-mail for employee assigned the account.

PAGE 3 -Model and make of equipment shall be documented.

PAGE 4 -The Vendor must describe their quality assurance process to ensure high quality images of scanned documents.

PAGE 5 -Vendors must outline their proposed process for transferring images and related index data to the OnBase EDMS application of the County and outlines from the experience of the bidder how other applications

are addressed in case they are needed for assessment by the cooperative members who do not opt to use the specific EDMS application that the County utilizes. Any best practices that would assist the County in successfully transferring all images and index data to their respective EDMS applications.

Vendors must provide a listing of EDMS software applications they successfully transferred scanned images and index data to as a part of previous project and the clients they performed this work for.

PAGE 6 -Although specific volumes of documents to be scanned cannot be determined at this time given the scope of this bid, Vendors must provide an expected document turnaround for the individual services to be provided under this bid based on previous experience. References will be contacted regarding past experiences with document turnaround time seen in similar projects.

PAGE 7 -Vendor must describe the entire chain custody for documents from the initial pick up to final delivery of the scanned and/or microfilmed documents back to the County including detailing the delivery service they intend to use.

PAGE 8 -Fully document the previously specified aspects of the location of the facility to be used during the temporary storage and scanning procedure.

PAGE 9 -Destruction standards and methods to be described in detail.

PLEASE NOTE THAT THE LOCAL PUBLIC CONTRACTS LAW REQUIRES TWO SEPARATE SETS OF PRICING, ONE FOR THE COUNTY AND ONE FOR THE COOPERATIVE MEMBERS ALTHOUGH THE PRICING MUST BE IDENTICAL. EVEN THOUGH IT SEEMS REDUNDANT, PLEASE FILL OUT BOTH SETS OF BID FORM PAGES OR YOUR BID MAY BE DECLARED UNRESPONSIVE.

SECTION I

ESTIMATED QUANTITIES FOR UNION COUNTY

<u>ITEM</u>	<u>ESTIMATE</u> (MORE OR LESS)	
<u>Small Document Scanning</u>		
Preparation of Files-Standard Prep	10,000	FILES
Premium Preparation of Files	10,000	FILES
Indexing of files	500,000	KEYSTROKES
Pickups & Deliveries	10,000	BOXES
Imaging of Files	1,000,000	FILES
Searchable OCR Engines	100,000	IMAGES
<u>Archival Microfilm</u>		
Archival Microfilm 16 mm	1,000,000	IMAGES
Archival Microfilm 35 mm	20,000	IMAGES
<u>Large Document Scanning</u>		
Indexing of Files	1,200,000	KEYSTROKES
Preparation of Drawings	20,000	DRAWINGS
Imaging Drawings	20,000	IMAGES
Sorting & Elimination of Duplicate Drawings	5,000	DRAWINGS
Pickups and Deliveries	200	LETTER SIZE STORAGE BOXES
Drawing Retrieval During Scanning	1,000	DRAWINGS
Digital Enhancement De-speckle, De-skew and Seal	20,000	IMAGES
<u>Bound Volume Scanning</u>		
Imaging Bound Documents	15,000	IMAGES
Setup Cost	5	APPLICATIONS
Book Prep	50	BOOKS
Image Enhancement	15,000	IMAGES
Indexing Per Keystroke	5,000	KEYSTROKES
Pickups & Deliveries	100	LETTER SIZE STORAGE BOXES
<u>Microfiche to Digital Imaging</u>		
Preparation of Jackets for Scan	75,000	JACKETS
Indexing of Images	600,000	IMAGES
Imaging of Images to Digital	1,500,000	IMAGES
Pickups and Deliveries	5,000	BOXES
<u>Document Management</u>		
Import into OnBase and Others	1,000,000	IMAGES
<u>Cloud Retrieval and Archive Software</u>		
Cost for Software	5	ENTITIES
Cost for Annual Software Maintenance and Upgrades	200	GIGABYTES
Custom Software Development	300	HOURS
Set Up Charge	5	APPLICATIONS
<u>General</u>		
Completed Disposal Schedule- Including all required forms	500	APPLICATIONS
Boxing & Labeling of Files	1,000	APPLICATIONS
NJ DORES Certification	10	APPLICATIONS
Onsite scanning per day (8 hours)	5	DAYS (8 HOURS)
Shredding	10,000	POUNDS
Document Retrieval During Scanning	1,000	FILES

SECTION II

ESTIMATED QUANTITIES FOR COOPRATIVE MEMBERS

<u>ITEM</u>	<u>ESTIMATE</u> (MORE OR LESS)
CITY OF ELIZABETH 50 WINFIELD SCOTT PLACE ELIZABETH NJ 07201	SAME AS UNION COUNTY
TOWNSHIP OF HILLSIDE LIBERTY AND HILLSIDE AVENUE HILLSIDE NJ 07205	SAME AS UNION COUNTY
BOROUGH OF ROSELLE 210 CHESTNUT STREET ROSELLE NJ 07203	SAME AS UNION COUNTY

HAVING CAREFULLY READ THE NOTICE TO VENDORS, SPECIFICATIONS AND INSTRUCTIONS TO VENDORS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **ON-CALL DOCUMENT IMAGE SCANNING SERVICES** IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION. ALL QUANTITIES ARE TO BE CONSIDERED "MORE OR LESS".

BIDDERS MUST BID ON ALL THE ITEMS TO BE CONSIDERED RESPONSIVE. FAILURE TO FILL OUT PRICING FOR ALL ITEMS WILL RESULT IN THE BID BEING FOUND UNRESPONSIVE AND SAID BIDS WILL BE DISMISSED.

SECTION 1 – COUNTY OF UNION

<u>ITEM</u>	<u>UNITS</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>SUBTOTAL</u>
<u>Small Document Scanning</u>					
Preparation of Files-Standard Prep	10,000	X	\$ _____ PER FILE	=	\$ _____
Premium Preparation of Files	10,000	X	\$ _____ PER FILE	=	\$ _____
Indexing of files	500,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Pickups & Deliveries	10,000	X	\$ _____ PER BOX	=	\$ _____
Imaging of Files	1,000,000	X	\$ _____ PER FILE	=	\$ _____
Searchable OCR Engines	100,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Archival Microfilm</u>					
Archival Microfilm 16 mm	1,000,000	X	\$ _____ PER IMAGE	=	\$ _____
Archival Microfilm 35 mm	20,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Large Document Scanning</u>					
Indexing of Files	1,200,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Preparation of Drawings	20,000	X	\$ _____ PER DRAWING	=	\$ _____
Imaging Drawings	20,000	X	\$ _____ PER IMAGE	=	\$ _____
Sorting & Elimination of Duplicate Drawings	5,000	X	\$ _____ PER DRAWING	=	\$ _____
Pickups and Deliveries	200	X	\$ _____ PER LETTER SIZE STORAGE BOX	=	\$ _____
Drawing Retrieval During Scanning	1,000	X	\$ _____ PER DRAWING	=	\$ _____
Digital Enhancement De-speckle, De-skew and Seal	20,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Bound Volume Scanning</u>					
Imaging Bound Documents	15,000	X	\$ _____ PER IMAGE	=	\$ _____
Setup Cost	5	X	\$ _____ PER APPLICATION	=	\$ _____

NAME OF BIDDER: _____

SECTION 1 – COUNTY OF UNION-(CONTINUED)

<u>ITEM</u>	<u>UNITS</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>SUBTOTAL</u>
Book Prep	50	X	\$ _____ PER BOOK	=	\$ _____
Image Enhancement	15,000	X	\$ _____ PER IMAGE	=	\$ _____
Indexing Per Keystroke	5,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Pickups & Deliveries	100	X	\$ _____ PER LETTER SIZE STORAGE BOX	=	\$ _____
<u>Microfiche to Digital Imaging</u>					
Preparation of Jackets for Scan	75,000	X	\$ _____ PER JACKET	=	\$ _____
Indexing of Images	600,000	X	\$ _____ PER IMAGE	=	\$ _____
Imaging of Images to Digital	1,500,000	X	\$ _____ PER IMAGE	=	\$ _____
Pickups and Deliveries	5,000	X	\$ _____ PER BOX	=	\$ _____
<u>Document Management</u>					
Import into OnBase and Others	1,000,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Cloud Retrieval and Archive Software</u>					
Cost for Software	5	X	\$ _____ AS PER SPECS PER ENTITY	=	\$ _____
Cost for Annual Software Maintenance and Upgrades	200	X	\$ _____ PER GIGABYTE	=	\$ _____
Custom Software Development	300	X	\$ _____ PER HOUR	=	\$ _____
Set Up Charge	5	X	\$ _____ PER APPLICATION	=	\$ _____
<u>General</u>					
Completed Disposal Schedule- Including all required forms	500	X	\$ _____ PER APPLICATION	=	\$ _____
Boxing & Labeling of Files	1,000	X	\$ _____ PER APPLICATION	=	\$ _____
NJ DORES Certification	10	X	\$ _____ PER APPLICATION	=	\$ _____
Onsite scanning per day (8 hours)	5	X	\$ _____ PER DAY(8 HOURS)	=	\$ _____
Shredding	10,000	X	\$ _____ PER POUND	=	\$ _____
Document Retrieval During Scanning	1,000	X	\$ _____ PER FILE	=	\$ _____

GRAND TOTAL (SECTION 1-UNION COUNTY) \$ _____ (NOT TO EXCEED)

NAME OF BIDDER: _____

SECTION 2 – COOPERATIVE MEMBERS (MUST BE IDENTICAL TO COUNTY PRICING)

ALL QUANTITIES ARE TO BE CONSIDERED “MORE OR LESS”.

<u>ITEM</u>	<u>UNITS</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>SUBTOTAL</u>
<u>Small Document Scanning</u>					
Preparation of Files-Standard Prep	10,000	X	\$ _____ PER FILE	=	\$ _____
Premium Preparation of Files	10,000	X	\$ _____ PER FILE	=	\$ _____
Indexing of files	500,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Pickups & Deliveries	10,000	X	\$ _____ PER BOX	=	\$ _____
Imaging of Files	1,000,000	X	\$ _____ PER FILE	=	\$ _____
Searchable OCR Engines	100,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Archival Microfilm</u>					
Archival Microfilm 16 mm	1,000,000	X	\$ _____ PER IMAGE	=	\$ _____
Archival Microfilm 35 mm	20,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Large Document Scanning</u>					
Indexing of Files	1,200,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Preparation of Drawings	20,000	X	\$ _____ PER DRAWING	=	\$ _____
Imaging Drawings	20,000	X	\$ _____ PER IMAGE	=	\$ _____
Sorting & Elimination of Duplicate Drawings	5,000	X	\$ _____ PER DRAWING	=	\$ _____
Pickups and Deliveries	200	X	\$ _____ PER LETTER SIZE STORAGE BOX	=	\$ _____
Drawing Retrieval During Scanning	1,000	X	\$ _____ PER DRAWING	=	\$ _____
Digital Enhancement De-speckle, De-skew and Seal	20,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Bound Volume Scanning</u>					
Imaging Bound Documents	15,000	X	\$ _____ PER IMAGE	=	\$ _____
Setup Cost	5	X	\$ _____ PER APPLICATION	=	\$ _____
Book Prep	50	X	\$ _____ PER BOOK	=	\$ _____
Image Enhancement	15,000	X	\$ _____ PER IMAGE	=	\$ _____
Indexing Per Keystroke	5,000	X	\$ _____ PER KEYSTROKE	=	\$ _____
Pickups & Deliveries	100	X	\$ _____ PER LETTER SIZE STORAGE BOX	=	\$ _____

NAME OF BIDDER: _____

SECTION 2 – COOPERATIVE MEMBERS-(CONTINUED)

<u>ITEM</u>	<u>UNITS</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>SUBTOTAL</u>
<u>Microfiche to Digital Imaging</u>					
Preparation of Jackets for Scan	75,000	X	\$ _____ PER JACKET	=	\$ _____
Indexing of Images	600,000	X	\$ _____ PER IMAGE	=	\$ _____
Imaging of Images to Digital	1,500,000	X	\$ _____ PER IMAGE	=	\$ _____
Pickups and Deliveries	5,000	X	\$ _____ PER BOX	=	\$ _____
<u>Document Management</u>					
Import into OnBase and Others	1,000,000	X	\$ _____ PER IMAGE	=	\$ _____
<u>Cloud Retrieval and Archive Software</u>					
Cost for Software	5	X	\$ _____ AS PER SPECS PER ENTITY	=	\$ _____
Cost for Annual Software Maintenance and Upgrades	200	X	\$ _____ PER GIGABYTE	=	\$ _____
Custom Software Development	300	X	\$ _____ PER HOUR	=	\$ _____
Set Up Charge	5	X	\$ _____ PER APPLICATION	=	\$ _____
<u>General</u>					
Completed Disposal Schedule- Including all required forms	500	X	\$ _____ PER APPLICATION	=	\$ _____
Boxing & Labeling of Files	1,000	X	\$ _____ PER APPLICATION	=	\$ _____
NJ DORES Certification	10	X	\$ _____ PER APPLICATION	=	\$ _____
Onsite scanning per day (8 hours)	5	X	\$ _____ PER DAY(8 HOURS)	=	\$ _____
Shredding	10,000	X	\$ _____ PER POUND	=	\$ _____
Document Retrieval During Scanning	1,000	X	\$ _____ PER FILE	=	\$ _____

**GRAND TOTAL (SECTION 2-COOPERATIVE MEMBERS) \$ _____
(NOT TO EXCEED)**

[] Check Here and initial if **willing** to provide the goods and services herein bid upon to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered member identified herein by separate contracts, subject to the overall terms of the master contract to be awarded by the County of Union, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

[] Check Here and initial if **not willing** to extend prices to registered members of the County of Union Cooperative Pricing System (State of New Jersey Identifier #: 8-UCCP) as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of County of Union.

The master contract shall state that the bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids with the written approval of the lead agency and the contractor.

Initial _____

NAME OF BIDDER: _____

BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

BUSINESS REGISTRATION **Mandatory Requirement**

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue



 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112813533

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____

Where Incorporated: _____

BUSINESS ADDRESS:

Street Address
Code

City

State

Zip

Telephone #

Fax #

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

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

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF _____

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 bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding 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 **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this _____ day of _____, 20____.

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

CONSENT OF SURETY

Rev. 5/13/02

_____ (Hereinafter called Surety), organized and existing under the laws of the State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for _____ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of Ten Thousand Dollars (\$10,000).

NAME OF INSURANCE COMPANY

ADDRESS _____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type DATE

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

NAME OF BIDDER: _____

COUNTY OF UNION NEW JERSEY
Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

[] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, 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.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror 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 Union County is relying on the information contained herein and hereby 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 Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature _____

Title _____ Date _____

ADDITIONAL INFORMATION PAGES 1-9

Attach to this page all additional information, documentation and/or literature marked with the appropriate page number.

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____