

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSALS

**PROVISION OF BALLOT PRINTING, VOTE BY MAIL ENVELOPES, AND APPLICATIONS
FOR THE PRIMARY, SCHOOL AND GENERAL ELECTIONS
FOR THE MERCER COUNTY CLERK
FOR TWO YEARS WITH ONE YEAR OPTION TO EXTEND**



To Be Received On February 9, 2012

Prepared By:
Department of Purchasing

CC2012-01

NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on February 9, 2012 at 11:00 A.M. (Prevailing time), sealed proposals will be received by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321, Trenton, New Jersey at which time and place bids will be opened and read in public for:

PROVISION OF BALLOT PRINTING, VOTE BY MAIL ENVELOPES, AND APPLICATIONS FOR THE PRIMARY, SCHOOL AND GENERAL ELECTIONS FOR THE MERCER COUNTY CLERK

Specifications, Instructions and Proposal Forms may be obtained at the Department of Purchasing at the Mercer County Administration Building during office hours or on the County website at www.mercercounty.org.

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Third Floor, Room 321, Trenton, New Jersey 08611.

Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

RELEASE: January 9, 2012
ALL QUESTIONS BY: January 13, 2012 to mcovello@mercercounty.org
ADDENDA ISSUED: January 18, 2012
PROPOSALS OPENED: February 9, 2012

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27 et seq.)

COUNTY OF MERCER, NEW JERSEY
Department of Purchasing
MARCELLA COVELLO, QPA
Purchasing Agent
CC2012-01

INTRODUCTION

The County of Mercer requests proposals for preparation and printing of the Primary, General and School Election Ballots, Vote by Mail applications, and election specific envelopes for the County of Mercer. The services shall include the composition, production, printing, bindery and delivery to the mailing service or County Clerk, together with any and all other forms and materials related thereto. The County of Mercer has provided estimated quantities and reserves the right to increase or decrease those numbers based upon the County Clerks requirements.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful respondent, as accepted by the County of Mercer will become part of any contract awarded as a result of this RFP.

SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

RELEASE:	January 9, 2012
ALL QUESTIONS BY:	January 13, 2012 to mcovello@mercercounty.org
ADDENDA ISSUED:	January 18, 2012
PROPOSALS OPENED:	February 9, 2012

The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

Submit One (1) Original and Three (3) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the County of Mercer, McDade Administration Building, 640 South Broad Street, Trenton, NJ 08611. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Submission Office:

USING DEPARTMENT INFORMATION

Paula Sollami-Covello ESQ
County Clerk
209 S. Broad Street
Trenton, NJ 08650
609 989 6465

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

Please direct all questions in writing to mcovello@mercercounty.org

Marcella Covello

Purchasing Agent

PO Box 8068

640 S. Broad Street

Trenton, New Jersey 08611

Voice: (609) 989-6710

Fax (609) 989-6733

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or posted on the County website at www.mercercounty.org. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. All questions must be received 10 business days in advance of the opening of proposals.

STATUTORY AND OTHER REQUIREMENTS**Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

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 American 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.

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual

partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

Pay to Play

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

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

HOMELAND SECURITY GRANT PROCUREMENT: EMERGENCY RESPONDER EQUIPMENT PURCHASE PROGRAM, LOCAL FINANCE NOTICE 2009-20

Mercer County, consistent with LFN 2009-20 authorizes all counties and municipalities in the State of New Jersey to utilize contracts awarded by the County of Mercer for the Procurement of federal homeland security goods and services. The procurement must be funded through the New Jersey Office of Homeland Security and Preparedness; therefore, any county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the County of Mercer and vendor. The County of Mercer Freeholder Board must approve the use of the contract by other counties through either a generic resolution permitting other counties to use all contracts or on a case-by-case basis. The resolution shall reference Local Finance Notice 2005-14, the county's name and bid number.

INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

MULTIPLE PROPOSALS NOT ACCEPTED

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

FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

COMMENCEMENT OF WORK

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

CHALLENGE OF SPECIFICATIONS

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

PAYMENT

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;

- Claims filed or responsible evidence indicating probability of filing claims;

- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

LOCATIONS AND QUANTITIES

The County of Mercer reserves the right to add locations and increase or decrease the quantities at the proposed costs as defined in the awarded contractor's proposal as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

STATISTICAL DATA REPORT

If requested, the contractor shall provide in writing to the County, a statistical data report identifying all goods and or services provided.

COST LIABILITY AND ADDITIONAL COSTS

The County of Mercer assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

OWNERSHIP OF MATERIAL

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or

final work products, or make available to third parties, without the prior written consent of the County of Mercer.

COMMENCEMENT OF WORK

The contractor agrees to commence work on the project within Thirty (30) calendar days from the date of award by the County of Mercer.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

PROVIDING INFORMATION

Information will be made available at the County Office during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

Method of Accomplishment

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response.

This section shall include a listing of the resources identified for use in the project.

Project Level of Effort

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Service provided in this RFP and the Respondents Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

Evaluation Process

An Evaluation Team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking Respondent will then be recommended by the Evaluation Team to The Mercer County Board of Chosen Freeholders for award of contract.

In addition to relevant project experience, Respondents are asked to provide personnel qualifications in the Proposal.

Cost

Lowest cost proposal divided by next low cost, multiplied by points

Example: cost assigned 30 points, lowest cost proposal \$100,000 next low \$120,000

(Divide the low cost by the next low) multiplied by 30 = $(100,000/120,000) * 30 = 25$

Low cost respondents earns 30 points, next low earns 25 points, etc.

Notice of Award

The Successful Respondent will be notified of the award of contract upon a favorable decision by the Office of Purchasing.

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

**REQUEST FOR PROPOSAL
PROVISION OF BALLOT PRINTING, VOTE BY MAIL ENVELOPES, AND APPLICATIONS
FOR THE PRIMARY, SCHOOL AND GENERAL ELECTIONS
FOR THE MERCER COUNTY CLERK THROUGH COMPETITIVE CONTRACTING
FOR TWO YEARS WITH ONE YEAR OPTION TO EXTEND**

SCOPE OF WORK

The County of Mercer requests proposals for preparation and printing of the Primary, General and School Election Ballots, Vote by Mail applications, and election specific envelopes for the County of Mercer. The services shall include the composition, production, printing, bindery and delivery to the mailing service or County Clerk, together with any and all other forms and materials related thereto. The County of Mercer has provided estimated quantities and reserves the right to increase or decrease those numbers based upon the County Clerks requirements.

The Mercer County Clerk reserves the right to physically inspect the facility of the awarded vendor. The County Clerk will provide to the vendor samples of all materials approved by the County. The Price per Item shall include delivery costs of said items. Printers shall maintain an onsite production facility within a 75 mile radius of Mercer County and shall have the capability to provide on-site printing services and delivery within the same day of the request. The contract shall be awarded based upon the unit pricing provided for each category. The County Clerk will provide current logos (County of Mercer and County Clerk).

(Open-Ended Contract) The quantities ordered vary dependent upon requirements. The right is reserved to increase or decrease quantities pursuant to N.J.A.C. 5:30-11.2 and 11.10.

PROVIDE THE FOLLOWING IN YOUR RESPONSE

Executive Summary- including a history of the company and three references in which you have provided printing of ballots and location of printing facility and response to the following criteria.

QUALIFICATION CRITERIA

Respondents:

1. Shall have a working knowledge of all the United States Postal Service requirements and a good working relationship with the USPS for the possibility of designing a postage-paid return envelope for general elections.
2. Must have the ability to provide PDF's of all general election sample ballots that are web-ready.
3. Shall swiftly deliver printed materials on-site same day for emergency orders.
4. The printer shall provide quick turn around time for the translation of ballots from English to Spanish (within three hours). Please describe in detail how your company can accomplish this task.
5. The printer must have current experience printing Dominion voting system Teamwork optical scan ballots.

Respondents must have a minimum of five years experience in the composition, typesetting including forms make up, production, bindery and delivery of a County Primary, General, and School Election Ballots, Vote by Mail applications, and envelopes. This includes but not limited to Emergency Ballots, Statement of Canvass, Sample Ballots, Absentee Ballots, Federal Ballots, Certificate of Mail in Voter Envelopes, Official Mail in Ballot Inner Envelopes, Official Mail in Ballot Outer Envelopes, Official Military Mail in Ballot Outer Envelopes, and Provisional Ballot Affirmation Statement Envelopes in the State of New Jersey. The awarded contractor must maintain an onsite production Facility within a 75 mile radius of Mercer County and shall have the capability to provide on-site service and delivery within the same day of the request.

SUBCONTRACTING, JOBBING AND BROKERING ARE PROHIBITED. TRANSPORTATION (PICK-UP AND DELIVERY OF GOODS) MUST BE PROVIDED BY THE PRINTER.

RESPONDENTS SHALL PROVIDE THE NUMBER OF YEARS EXPERIENCE AND REFERENCES ON THE FOLLOWING LINES.

ONSITE FACILITY ADDRESS

ASSURANCE THAT VENDOR WILL PROVIDE SAME DAY SERVICE AND COMPLY WITH ALL REQUIREMENTS OF THE BID SPECIFICATIONS.

Respondents must have the capability to perform, if necessary; work on an overtime basis, including weekends and/or holidays. Any such work must be specifically authorized in writing by the County Clerk. The cost of such premium work must be fixed prior to the commencement of any such premium work. Respondents must be able to provide for translation of English ballots into Spanish.

Respondents must be prepared to meet and strictly comply with the schedule of printing deadlines for Primary, School and General Elections. Failure to perform in accordance with such deadlines may result in immediate termination of the contract by the County Clerk and assessment of any consequential damages the County of Mercer may sustain.

Any errors in any phase of the work, due to the fault of the vendor must be promptly corrected and any work required to accomplish this correction shall be strictly and solely the responsibility of the vendor. Any error in any phase of the work, due to the fault of the County Clerk must be promptly corrected and such corrected work shall be the responsibility of the County Clerk. The County Clerk and/or her Deputy and/or designee must specifically approve all work, both initial and remedial or corrective.

Prior to the contract award, the County Clerk and her representative(s), shall be given the opportunity to visit the contractor's site to insure that the bidder has ample printing equipment and backup equipment. We also reserve the right to visit the facility at any stages of operation required for all printing services required.

EXECUTIVE SUMMARY

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SPECIFICATIONS FOR RFP

A. PRINTING SPECIFICATIONS FOR THE PRIMARY ELECTION

Listed below are the Printing requirements for the Primary election. Figures as to the number of registered voters are **TENTATIVE**. The dates for proofreading of all items are **mandatory** as well as the dates for delivery of sample ballots to the mailer, delivery of Emergency ballots and Statement of Canvass, and Machine Ballot Faces. All dates are **mandatory** unless the County Clerk notifies the vendor to the contrary in writing. Mercer County has 13 municipalities and approximately 257 election districts. There are approximately 212,182 registered voters.

All proofreading and finished materials shall be submitted and delivered in **entire town and election district order**. All text is to be printed in Black or Red Ink.

Listed below are documents for Printing:

- Machine Ballot Faces
- Emergency Ballots
- Sample Ballots
- Absentee Ballots
- Provisional Ballots
- Federal Ballots

1. **MACHINE BALLOT FACES:**

Mercer County currently uses Sequoia AVC Advantage voting machines (38.5. x 28.). Machine ballot faces are to be printed on 50# offset white paper (LOW OPACITY).

The County Clerk's staff prior to printing shall proofread all ballots. Proofreading is to be delivered in town election district order. The names of the Municipality shall be printed at the top of each ballot. The ward and district number shall also be printed on the bottom left next to or under the name of the Municipality. Masters for proofreading shall be delivered to the County Clerk's staff beginning four to five weeks prior to the election. Delivery of Machine ballots to the Voting Machine Warehouse, located at 1 North Johnston, Hamilton, NJ 08609 shall begin three weeks prior to election.

The County Clerk's office shall supply the vendor with lists of Congressional or Legislative breakdown by municipality, as well as total districts per Congressional or Legislative district. The vendor shall also receive a municipality breakdown by local number of election districts and a list of all offices and candidates, as well as County Committee candidates from the County Clerk's Office.

Due to the addition of County Committee candidates, this would necessitate that changes be made to the Candidates for County Committee in the ballots for all 257 Election Districts. There are usually two (2) candidates per Election District, per political party.

The total number of machine ballot faces required for the Primary depends upon the number of Congressional or Legislative districts, bilingual election districts, and by number of municipalities. In addition to the machine ballot faces for each election district, the warehouse will require two (2) extra copies for each Municipality. This office will require one (1) copy of an approved Machine ballot face for each election district.

2. **EMERGENCY BALLOTS:**

Proofs shall be submitted to the County Clerk's Office prior to printing (in entire town order). Vendor may have to delete or add instructions to the Emergency Ballot. Each town's

emergency ballots shall include the names of all County Committee running on that ballot in district order within the Municipality. Proofs shall be delivered to the County Clerk's office. When delivering these ballots, each town's ballots shall be wrapped separately. The total numbers of Emergency Ballots required by town are the number of districts, plus 1, times 30, padded in groups of thirty. (Double this number, as you will be quoting on separate Republican and Democratic ballots). Democratic ballots are to be printed on green paper, Republican ballots to be printed on pink paper. These ballots are to be delivered to the Voting Machine Warehouse. The ballot size shall be approximately 8.5. X 11 or 8.5 X 14, a small supply of Emergency ballots shall be delivered to the County Clerk's Office.

The County Clerk's office shall supply the vendor with lists of Congressional or Legislative breakdown by municipality, as well as total districts per Congressional or Legislative district. The vendor shall also receive a municipality breakdown by local number of election districts and a list of all offices and candidates, as well as County Committee candidates from the County Clerk's Office. In the Primary the Emergency Ballots are printed on 2 sides allowing for the County Committee candidates to be printed on the reverse side.

Due to the addition of County Committee candidates in 2012, 2013, and 2014, this would necessitate that changes be made to the Candidates for County Committee in the ballots for all 257 Election Districts. There are usually two (2) candidates per Election District per political party. Democratic ballots are to be printed on green paper, Republican ballots to be printed on pink paper.

3. **SAMPLE BALLOTS:**

Sample ballots shall be a facsimile of the Voting Machine (scale used must be approved by the County Clerk). If the vendor wishes to submit a sample of scale, they may do so as an attachment to the price quotation. Sample ballots shall be 50-pound white paper. Polling location is to be enclosed in a black-boxed **area**. The master for proofreading shall be delivered to the County Clerk's Office, prior to the printing, (in entire town and district order). There will be approximately **257** polling place locations. Mercer County has 13 municipalities and approximately **257** election districts. There are approximately 212,182 registered voters, and printer will be required to supply 20% in overruns of Sample Ballots in addition to the quantity required for the total number of registered voters.

Five (5) samples of each election district (in entire town ward & district order) including polling places on sample ballots are to be delivered to the County Clerk's Office and approximately 10 sample ballots per election district will also be delivered to the Superintendent of Elections.

Ballots are to be folded prior to delivery to the Clerk's and Superintendent of Election offices. Sample Ballots are to be folded, boxed and separated by Municipality, Wards and Election Districts before delivering them to the Mailing Service. Although size may vary, base your bid on the size of the sample ballot size of 17" x 22".

The County Clerk's office shall supply the vendor with lists of Congressional or Legislative breakdown by municipality, as well as total districts per Congressional or Legislative district. The vendor shall also receive a municipality breakdown by local number of election districts and a list of all offices and candidates, as well as County Committee candidates from the County Clerk's Office. The Board of Elections will supply lists of polling places by municipality and election district.

Also, the County Clerk and/or his representative(s) shall be given the opportunity to see any subcontractor's shop and all and any stages of operations that are entailed for all of the various printing or cutting involved for this election to the finished product.

4. **ABSENTEE BALLOTS:** Separate ballots for Republican and Democrat. Absentee master of candidates for proofreading (fax copies **not** acceptable) to the County Clerk's Office. If necessary, Republican and Democratic County Committee to be printed on separate sheets of paper Democratic committee on green and Republican committee on pink, candidates shall be in district order by town. Delivery of absentee ballots (absentee ballots are to be folded by **hand, not machine, ballots may be requested flat in lieu of folding** (contact County Clerk as to size) by Printer prior to delivery) town name & code number must show at the top right hand side. **Sequoia manufactured Absentee ballot paper stock is to be supplied by the Vendor as well as printed to Sequoia optical specifications.** Since this is a Primary Election there are separate ballots for each political party, however, the County Clerk uses the same Code for both ballots. Therefore the Printer shall barcode in black ink to the left side of the ballot a distinction to enable the Absentee reader machine to count by political party. There will be approximately 2,500 absentee ballots for each political party for a total of 5,000 ballots. Absentee ballots currently used are the Sequoia Opscan Optical Mark Ballots. A test deck of all absentee ballots shall be provided to Sequoia Voting Systems to perform a test to verify that absentee ballots are properly coded. The test shall be completed prior to the County Clerk receiving absentee ballots from printer.

5. **PROVISIONAL BALLOTS:** Proofs shall be submitted to the County Clerk's office prior to printing (in entire town, election district order) on or before the 25th day prior to election. Approximately 30 ballots per election district per political party to be padded 30 per pack and sorted by town separated by colored paper. These ballots are to be delivered to the County Clerk's Office on or before the 15th day prior to the election. You shall use the plates from the Absentee ballots changing the wording to Provisional ballot, you may be required to add or delete a portion of the instructions. The Democratic ballots shall be printed on green paper and the Republican ballots shall be printed on pink paper. The County Clerk shall dictate the order in which all ballots must be packed. Ballots currently used are the Sequoia Opscan Optical Mark Ballots. A test deck of all provisional ballots shall be provided to Sequoia Voting Systems to perform a test to verify that absentee ballots are properly coded. The test shall be completed prior to the County Clerk receiving absentee ballots from printer.

6. **FEDERAL BALLOTS:** Proofs shall be submitted to the County Clerk's Office prior to printing (in Congressional Order) by the 35th day prior to the election or earlier. Vendor may have to delete or add instructions to the Federal Ballot. We will need 200 ballots for each congressional district (100 Democrat and 100 Republican), printed on 8 ½" x 11" white paper. These will be delivered to the County clerk's Office by the 30th day prior to the election or earlier. The heading for this ballot will be **Official Federal Ballot, Democratic or Republican Primary Election** in place of Official Absentee Ballot.

MAILING SERVICE: Printer shall deliver samples ballots to the Mailing Service.

Sample ballots shall be addressed, including voter registration number, assigned city, state and zip and carrier route coded addresses. Sample ballots must be sorted and bundled for carrier route postage discount.

Sample ballots must be delivered for mailing to the Hamilton Township Post Office, Route 130, Hamilton, NJ 08690 no later than one week prior to election. The Superintendent of Elections

reserves the right to direct that sample ballots for certain zip codes areas be delivered for mailing directly to the postal facility that services that particular zip code area. Mailer must obtain the lowest possible postal rates by drop shipments. Mail should be addressed with postnet barcode and mail must be prepared to be accepted by the post office for all automation discounts including tabbing.

The Superintendent of Elections will supply to the Mailer a CD of registered voters with voter registration number, voter name, address, post office, town, ward and district number and polling locations, approximately **15 days prior to the election**. Printer is to deliver sample ballots by Tuesday preceding the election to the Hamilton Township Post Office, Route 130, Hamilton, NJ 08690. Prior to the delivery of the sample ballots for mailing, the Mailer shall provide the Superintendent of Elections staff with the total number of sample ballots generated from the CD/DVD provided by the Superintendent of Elections. This procedure and all other appropriate measures shall be implemented by the Mailer to ensure that sample ballots are correctly generated for all registered voters contained on the CD/DVD provided by the Superintendent of Elections.

DO NOT INCLUDE THE COST OF POSTAGE IN PROPOSAL

The County's permit is with the United State Postal Service, Route 13, Hamilton, New Jersey 08609. **PLEASE REMEMBER TO CHECK FOLD** (so that the County does not get overcharged on return mail). Although size may vary, base your proposal on the size of the sample ballot being 17" x 22".

Prior to the proposal being awarded to any Mailer, the County Clerk and/or the Superintendent of Elections Administrator or their representative(s) shall be given the opportunity to see the actual Mail shop and all and any stages of operations that are entailed for all of the mailing involved for this election.

B. PRINTING SPECIFICATIONS FOR THE GENERAL ELECTION

Listed below are the Printing requirements for the General election. Figures as to the number of registered voters are TENTATIVE. The dates required for proofreading of all items are **mandatory** as well as the dates for delivery of sample ballots to the mailer, delivery of Emergency ballots, Absentee Ballots and Provisional Ballots, and Machine Ballot Faces. All dates are **mandatory** unless the County Clerk notifies the vendor to the contrary in writing.

Mercer County has 13 municipalities and approximately 257 election districts. There are approximately 212,182 registered voters. All proofreading and finished materials shall be submitted and delivered in **entire town and election district order**. All text is to be printed in Black ink only with the Referendum printed in red ink.

Listed below are various items for Printing:

- Machine Ballot Faces
- Emergency Ballots
- Sample Ballots
- Absentee Ballots
- Provisional Ballots
- Federal Ballots

1. MACHINE BALLOT FACES:

Mercer County will be using the Sequoia AVC Advantage voting machines (38.5. x 28.) for the General election. Machine ballot faces are to be printed on 50# offset white paper (LOW

OPACITY). The County Clerk's staff prior to printing shall proofread all ballots. Proofreading is to be delivered in town election district order. The names of the Municipality shall be printed at the top of each ballot. The ward and district number shall also be printed on the bottom left next to or under the name of the Municipality. Masters for proofreading shall be delivered to the County Clerk's staff. Delivery of Machine ballots shall be to the Voting Machine Warehouse, 1 North Johnston Ave, Hamilton, NJ.

PUBLIC QUESTIONS shall be printed in red ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type. A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in red ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates are to be printed in black ink; questions in red ink.

The total number of machine ballot faces required for the General depends upon the number of Congressional or Legislative districts, bilingual election districts, and by number of municipalities. In addition to the machine ballot faces for each election district, the warehouse will require two (2) extra copies of each for each Municipality (if a town running by ward then of each ward as well). This office will require one (1) copy of an approved Machine ballot faces for each election district to be delivered.

2. EMERGENCY BALLOTS:

Proofs shall be submitted to the County Clerk's Office prior to printing (in entire town order). Vendor may have to delete or add instructions to the Emergency Ballot. PUBLIC QUESTIONS shall be printed in black ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type. A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in black ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates and all questions are to be printed in black ink.

Proofs shall be delivered to the County Clerk's office. When delivering these ballots, each town's ballots shall be wrapped separately. The total numbers of Emergency Ballots required by town are the number of districts, times 30, padded in groups of thirty. These ballots are to be delivered to the Voting Machine Warehouse. The ballot size shall be approximately 8.5" x 11" printed on yellow paper; a small supply of Emergency ballots shall be delivered to the County Clerk's Office.

3. SAMPLE BALLOTS: Sample ballots shall be a facsimile of the Voting Machine (scale used must be approved by the County Clerk). If the vendor wishes to submit a sample of scale, they may do so as an attachment to the price quotation. Sample ballots shall be 50-pound white paper. Polling location is to be enclosed in a black-boxed **area**. The master for proofreading shall be delivered to the County Clerk's Office, prior to the printing, (in entire town and district order). There will be approximately **257** polling place locations. Ten (10) samples of each municipality (in entire town ward) including polling places on sample ballots are to be delivered to the County Clerk's Office and approximately 10 sample ballots per election district will also be delivered to the Superintendent of Elections. Ballots are to be folded prior to delivery to the Clerk's and Superintendent of Election offices.

PUBLIC QUESTIONS shall be printed in red ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type.

A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in red ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates and all questions are to be printed in black ink.

Mercer County has 13 municipalities and approximately 257 election districts. There are approximately 212,182 registered voters, and printer will be required to supply 20% in overruns of Sample Ballots in addition to the quantity required for the total number of registered voters. Sample Ballots are to be folded, boxed and separated by Municipality, Wards and Election Districts before delivering them to the Mailing Service. Sample ballots shall be delivered to the mailing service. Although size may vary, base your bid on the size of the sample ballot of 17" x 22".

The County Clerk's office shall supply the vendor with lists of Congressional or Legislative breakdown by municipality, as well as total districts per Congressional or Legislative district. The vendor shall also receive a municipality breakdown by local number of election districts and a list of all offices and Public questions from the County Clerk's Office. The Board of Elections will supply lists of polling places by municipality and election district.

4. **MAILING SERVICE:** Printer shall deliver sample ballots to the Mailing Service.

C. PRINTING SPECIFICATIONS FOR THE SCHOOL ELECTION

Listed below are the Printing requirements for the School Board election. Figures as to the number of registered voters are TENTATIVE. The dates required for proofreading of all items are **mandatory** as well as the dates for delivery of sample ballots to the mailer, delivery of Emergency ballots, Absentee Ballots and Provisional Ballots, and Machine Ballot Faces. All dates are **mandatory** unless the County Clerk notifies the vendor to the contrary in writing.

Mercer County has 8 school districts (12 lots involving 12 or our 13 municipalities) and approximately 72 consolidated election districts. There are approximately 174,706 registered voters. All proofreading and finished materials shall be submitted and delivered in **entire town and election district order**. All text is to be printed in Black ink only with the Referendum printed in red ink.

Listed below are various items for Printing:

- Machine Ballot Faces
- Emergency Ballots
- Sample Ballots
- Absentee Ballots
- Provisional Ballots

1. MACHINE BALLOT FACES:

Mercer County will be using the Sequoia AVC Advantage voting machines (38.5. x 28.) for the General election. Machine ballot faces are to be printed on 50# offset white paper (LOW OPACITY). The County Clerk's staff prior to printing shall proofread all ballots. Proofreading is to be delivered in town election district order. The names of the Municipality shall be printed at the top of each ballot. The municipality shall also be printed on the bottom left. Masters for proofreading shall be delivered to the County Clerk's staff. Delivery of Machine ballots shall be to the Voting Machine Warehouse, 1 North Johnston Ave, Hamilton, NJ.

PUBLIC QUESTIONS shall be printed in red ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type. A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in red ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates are to be printed in black ink; questions in red ink.

The total number of machine ballot faces required for the School Board Election depends upon the number of consolidated districts. In addition to the machine ballot faces for each consolidated district, the warehouse will require two (2) extra copies of each for each Municipality (if a town running by ward then of each ward as well). This office will require one (1) copy of an approved Machine ballot faces for each election district to be delivered.

2. EMERGENCY BALLOTS:

Proofs shall be submitted to the County Clerk's Office prior to printing (in entire town order). Vendor may have to delete or add instructions to the Emergency Ballot. PUBLIC QUESTIONS shall be printed in black ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type. A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in black ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates and all questions are to be printed in black ink.

Proofs shall be delivered to the County Clerk's office. When delivering these ballots, each town's ballots shall be wrapped separately. The total numbers of Emergency Ballots required by town are the number of districts, plus 1, times 30, padded in groups of thirty. These ballots are to be delivered to the Voting Machine Warehouse. The ballot size shall be approximately 8.5" x 11" printed on yellow paper; a small supply of Emergency ballots shall be delivered to the County Clerk's Office.

3. SAMPLE BALLOTS: Sample ballots shall be a facsimile of the Voting Machine (scale used must be approved by the County Clerk). If the vendor wishes to submit a sample of scale, they may do so as an attachment to the price quotation. Sample ballots shall be 50-pound white paper. Polling location is to be enclosed in a black-boxed **area**. The master for proofreading shall be delivered to the County Clerk's Office, prior to the printing, (in entire town and district order). There will be approximately **66** polling place locations. Ten (10) samples of each municipality (in entire town ward) including polling places on sample ballots are to be delivered to the County Clerk's Office and approximately 10 sample ballots per consolidated district will also be delivered to the Superintendent of Elections. Ballots are to be folded prior to delivery to the Clerk's and Superintendent of Election offices.

PUBLIC QUESTIONS shall be printed in red ink. Shall have Yes and No printed in bold type. Question number printed in semi-bold type and text of question shall be printed in regular type. A vertical line shall be printed between each question. The text shall be provided by the County Clerk's Office. INTERPRETIVE STATEMENT shall be printed in red ink. Interpretive statement shall be printed directly below related public question. CANDIDATES & OFFICE TITLES shall be printed in black ink. Candidates and all questions are to be printed in black ink.

Mercer County has 8 school districts (12 lots involving 12 or our 13 municipalities) and approximately 72 consolidated election districts. There are approximately 164,052 registered voters, and printer will be required to supply 20% in overruns of Sample Ballots in addition to the

quantity required for the total number of registered voters. Sample Ballots are to be folded, boxed and separated by Municipality, Wards and Election Districts before delivering them to the Mailing Service. Sample ballots shall be delivered to the mailing service. Although size may vary, base your bid on the size of the sample ballot of 12" x 15".

The County Clerk's office shall supply the vendor with lists of consolidated districts, as well as total districts per municipality within the consolidated district. The vendor shall also receive a municipality breakdown by local number of consolidated districts and a list of all offices and Public questions from the County Clerk's Office. The Board of Elections will supply lists of polling places by municipality and consolidated district.

4. MAILING SERVICE: Printer shall deliver sample ballots to the Mailing Service.

VOTE BY MAIL APPLICATIONS AND ENVELOPES

DESCRIPTION, NUMBER OF UNITS AND PRINTING SPECIFICATIONS:

1. **VOTE BY MAIL APPLICATIONS, ENGLISH and BILINGUAL SPANISH - BLACK (WHITE & RED)** – 40,000 English version and 400 of Spanish version. Overall size is 16" x 9 ¼", prints two (2) colors, black and red ink, die score, perforate and fold to 9 ¼" x 4", double clear wafer seal, add glue strips for self adhesion.
2. **CERTIFICATE OF MAIL IN VOTER ENVELOPES, ENGLISH and BILINGUAL SPANISH (BLACK & WHITE)** – 40,000 English and 400 Spanish. Envelope is #10 size specially manufactured #10 remittance flap envelope. Overall size of envelope when closed is 9 ½" x 4 1/8", standard #10 size, however there is a special sized 4" perforated tear off flap and glue strip to seal envelope. Prints 1/1 black ink on both sides.
3. **OFFICIAL MAIL IN BALLOT INNER ENVELOPES, ENGLISH and BILINGUAL SPANISH (BLACK & WHITE)** – 40,000 English and 400 Spanish. Envelope is a standard #11 white wove envelope – 10 3/8" x 4 ½". Prints 1/1, black ink on both sides with bar coding.
4. **OFFICIAL MAIL IN BALLOT OUTER ENVELOPES, ENGLISH and BILINGUAL SPANISH (BLACK & WHITE)** – 40,000 English and 400 Spanish. Envelope is a standard sized #12 window envelope – 11" x 4 ¾" with a peel-n-seal closure. Prints, 1/0, black ink on one (1) side only with Official Election mail seal.
5. **OFFICIAL MILITARY MAIL IN BALLOT OUTER ENVELOPES, ENGLISH (RED & WHITE)** – 2,000 English. Envelope is a standard sized #12 window envelope – 11" x 4 ¾" with a peel-n-seal closure. Prints, 1/0, red ink on one (1) side only with Official Election mail seal.
6. **PROVISIONAL BALLOT AFFIRMATION STATEMENT ENVELOPES, BILINGUAL SPANISH (BLACK & WHITE)** – 10,000 all Bilingual Spanish. Envelope is a special manufactured envelope – overall size 19 7/8" x 11" flat. Envelope is perforated, glue stripped and converted to 11" x 5 7/8" envelope with an 8 ¼" perforated and glue stripped flap. Must have security print on outside of envelope to conceal inside information. Prints, 1/1, black ink.

2012 SCHEDULED ELECTIONS

February 18, 2012	Fire Election
April 17, 2012	Annual School Board Election
June 5, 2012	Primary Election
November 6, 2012	General Election

2013 SCHEDULED ELECTIONS

February 16, 2013	Fire Election
April 16, 2013	Annual School Board Election
May 14, 2013	Municipal Election (possible)
June 4, 2013	Primary Election
November 5, 2013	General Election

2014 SCHEDULED ELECTIONS

February 15, 2014	Fire Election
April 15, 2014	Annual School Board Election
May 13, 2014	Municipal Election
June 3, 2014	Primary Election
June 10, 2014	Run-off election (city)
November 3, 2014	General Election

NOTE: SPECIAL ELECTIONS MAY BE ADDED THROUGHOUT THE CONTRACT TERM

IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK (AS APPLICABLE)

The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer [insert appropriate department, agency, commission, etc.] at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all Immigration and Naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any Immigration and Naturalization changes and employee arrests.

[For insertion into multi-year contracts] The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:
http://www.state.nj.us/lps/njsp/about/serv_chrc.html

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The selected contractor will maintain:

Workmen's Compensation and Employer's Liability Insurance during the life of the contract, covering all employees engaged in performance of this contract, in accordance with the applicable statute.

Comprehensive General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. The policy shall be a comprehensive general liability policy and include products/completed operations, independent contractors, contractual and broad form property damage liability coverage.

Comprehensive Automobile Liability Insurance coverage for claims arising from owned, hired or non-owned vehicles with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Professional Liability - Medical Malpractice covering all medical professional staff with limits of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate. The contractor's insurance must be primary coverage. The contractor will be liable for any deductible contained in the policy. A contractor whose Professional Liability is written on a "Claims Made" form must continue this coverage for a period of three (3) years from the expiration of its contract with the County.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

PROPOSAL CHECKLIST

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Stockholder Disclosure	_____
MUST BE SUBMITTED WITH PROPOSAL	
NJ Business Registration (Must Be submitted prior to contract award)	_____
Qualification Statement	_____
Key Personnel Information	_____
Cost Proposal Form	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Language	_____
References	_____

COUNTY OF MERCER
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number

Dated

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Company: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____
the vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive 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 Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____ (Name of Vendor)

Signed: _____
(also type name of affiant under signature)

Subscribed and sworn to before me
This _____ day of _____, 20____.

(Signature of Notary Public)
Notary Public of _____
My Commission expires _____, 20____

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

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.**

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

NEW JERSEY BUSINESS REGISTRATION COMPLIANCE

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**SAMPLES OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY THE
COUNTY OF MERCER**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Acting Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

ADVISORY
Notice of Disclosure Requirement
“Pay to Play”
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC’s Special Programs Section will assist you.

STOCKHOLDER DISCLOSURE CERTIFICATION

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**FAILURE TO SIGN THIS FORM AND SUBMIT THE REQUIRED INFORMATION IS CAUSE
FOR AUTOMATIC REJECTION**

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership	☐ Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☐ Subchapter S Corporation	☐ Non-Profit Corporation	☐ Other _____

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

Stockholders:

Name: _____

Name: _____

Address: _____

Address: _____

LEGAL NAME OF BIDDER: _____

Signature _____ Date _____

Printed Name & Title _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**BALLOT PRINTING, VOTE BY MAIL ENVELOPES, AND APPLICATIONS
FOR THE PRIMARY, SCHOOL AND GENERAL ELECTIONS
FOR THE MERCER COUNTY CLERK
FOR TWO YEARS WITH ONE YEAR OPTION TO EXTEND**

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State
of _____ having its principal office at _____

COMPANY _____
ADDRESS _____
ADDRESS _____
NAME _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service for Mercer County.

VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
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CONTACT _____
TELEPHONE NUMBER _____