



**BID REQUEST**

**For**

**Provide Email Archiving Services**

**CONTRACT NUMBER:** 15-127

**REQUESTING AGENCY:** Correctional Services

**CONTACT PERSON:** James J. Jorgensen, QPA  
Office of Purchasing  
Fax#: 973-621-5109

**BID SUBMISSION DEADLINE (DATE AND TIME):** July 7, 2015, 2015 at 11:00 AM

**BEFORE YOU MAIL YOUR BID BE SURE TO CHECK (Initial Each box):**

1. That The Bid is signed by the President, Vice President, or Authorized Representative.
2. That The Following Required Documents are properly executed, and included as directed.

<b>DOCUMENT CHECKLIST</b>			<b>Page</b>	<b>Bidder to Initial Each Box</b>
<input checked="" type="checkbox"/>	<b>Bid Compliance Form – sign</b>	3		
<input type="checkbox"/>	<b>General Conditions - read</b>	5		
<input type="checkbox"/>	<b>Mandatory Equal Employment Opportunity Language - read</b>	10		
<input checked="" type="checkbox"/>	<b>Business Registration Certificate (must be delivered prior to award)</b>	11		
<input checked="" type="checkbox"/>	<b>Disclosure Statement – sign</b>	13		
<input checked="" type="checkbox"/>	<b>Non-Collusion Affidavit Form - sign and notarize</b>	14		
<input checked="" type="checkbox"/>	<b>Affirmative Action Language Acknowledgement Form - sign</b>	15		
<input checked="" type="checkbox"/>	<b>Stockholder Disclosure Certification Form - sign and notarize</b>	18		
<input checked="" type="checkbox"/>	<b>Consent of Insurance Coverage - sign and notarize</b>	19		
<input checked="" type="checkbox"/>	<b>Hold Harmless Agreement – sign</b>	20		
<input checked="" type="checkbox"/>	<b>Statement of Certain Political Contributions Form - sign</b>	21		
<input checked="" type="checkbox"/>	<b>Americans with Disabilities Act of 1990 Language – read and sign</b>	22		
<input checked="" type="checkbox"/>	<b>Vendor’s Information Sheet – complete</b>	23		
<input checked="" type="checkbox"/>	<b>Authorization And Release – sign</b>	24		
<input checked="" type="checkbox"/>	<b>Disclosure of Investment Activities in Iran</b>	25		
<input checked="" type="checkbox"/>	<b>Addenda Acknowledgement Form - sign</b>	27		
<input type="checkbox"/>	<b>Specifications Technical – read in entirety</b>	28		
<input checked="" type="checkbox"/>	<b>Bid Pricing Page – sign</b>	<b>Last page</b>		

- Means Bidder to read the item(s)

signature \_\_\_\_\_

- Means Bidder to provide the required form(s) fully executed

**NOTE: The required forms when not properly executed and returned can result in rejection of this bid**

Bid to: The County of Essex  
465 Dr. Martin Luther King Jr. Blvd.  
Room 335  
Newark, N.J. 07102

Bid No. 15-127  
Advertised Date: June 23, 2015  
**Bid Opening Date:** July 7 2015  
Time: 11:00 a.m.

**BID COMPLIANCE FORM**

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached bid, specifications and all bid form sheets attached hereto, dated June 23, 2015 to:

**Provide Email Archiving Services**

**Contract Period: Two Years from Date of Award**

This bid submitted is for the above advertised bid at firm prices, excluding all taxes and including all transportation, delivery charges fully prepaid F.O.B. destination, inside delivery, debris removed, in accordance with the General Specifications, Requirements, and Schedules specified herein.

It is understood that the attached general specifications are an integral part of the Bid and that the County reserves the right to reject any or all bid Bids pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and to waive immaterial defects. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31, et seq. and the Americans with Disabilities Act and N.J.A.C. 17:27.

**NOTE:** All questions must be submitted in writing to the Office of Purchasing via fax to 973-621-5109, no later than end of business, eight (8) business days prior to the deadline for submission of bids

Respectfully submitted by:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(President, Vice President or Authorized Rep.)

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax ID or Social Security Number: \_\_\_\_\_

**NOTE:** BIDDER MUST SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF THIS BID

**NOTE:** BIDS WILL BE OPENED AT THE DATE SHOWN ABOVE IN THE COUNTY BID ROOM #332

**NOTE:** ALL PROPOSALS ARE TO BE SEALED and clearly marked on the outermost packaging or envelope with the project name and project/bid number (see cover page), and must be received by mail or other method of delivery by no later than the submission deadline date and time so stated on the cover of this document.

## SIGNATURE REQUIREMENTS FOR BID FORM

**SOLE PROPRIETOR** – Owner must sign bid document.

**PARTNERSHIPS** – If the firm bidding is a **Partnership**, this bid must be signed by at least one (1) general partner. **If the “POSITION” of signatory on the BID FORM does not state “Partner”, this bid will be rejected.**

**CORPORATIONS** – If the firm bidding is a **Corporation**, this bid must be signed by its President or other executive officer, i.e., Vice President or Treasurer. This bid may be executed by other than the aforesaid corporate officer, if they have been duly authorized to so act on behalf of the corporate officers, pursuant to a resolution of the corporate Board of Directors. In that event, a certified copy of said Resolution or Authorization should be attached to this Bid.

**LIMITED LIABILITY COMPANY (LLC)** – If the firm bidding is a LLC, under the provisions of N.J.S.A.42:2B-1, New Jersey Limited Liability Company Act, this bid must be signed by a Member or a Manager of the LLC, as defined by Title 42:2B-9. This bid may be executed by other than the aforesaid Member or Manager, if they have been duly authorized to so act on behalf of the LLC, pursuant to a resolution by the LLC. In that event, a certified copy of said Resolution or Authorization should be attached to this Bid.

Bids will be received on the bid forms provided in the manner designated therein, and clearly marked on the outside of the envelope “**SEALED BID**” with the **BID NUMBER** and **SUBJECT** noted. Bid Bids must be addressed to:

PURCHASING AGENT  
COUNTY OF ESSEX  
OFFICE OF PURCHASING ROOM 335  
465 DR. MARTIN LUTHER KING JR., BLVD.  
NEWARK, NEW JERSEY 07102

Bids will be accepted by mail or in person before the hour designated but none will be accepted after the specified time. The County will not be responsible for late delivery by the United States Postal Service or any other carrier.

## GENERAL CONDITIONS AND INSTRUCTIONS

These General Conditions shall become part of this Bid.

Bid must be delivered to the Essex County Office of Purchasing, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 335, Newark, NJ 07102, before the date and time specified in this document ("Bid Opening").

1. Whether mailed or delivered by hand, every bid must be enclosed in a sealed envelope with the following information clearly written on the face of the envelope: **Bid Number; Title of Bid; Date of Bid; and Opening Time of Bid.** The County is not responsible for any bid not received in the Office of Purchasing. The County of Essex disclaims any responsibility for bid Bids forwarded by regular or overnight mail, or courier service. **Bid Bids received after the time of the scheduled opening, will be returned unopened.**
2. Bidders are required to comply with Title 40A of the New Jersey Statutes Annotated, Public Law 1971, c. 198, "Local Public Contracts Law" (N.J.S.A. 40A:11-1, et seq.)
3. Award(s) of contract shall be by Resolution of the Essex County Board of Chosen Freeholders.
4. Award(s) of contract and all subsequent orders issued pursuant to and against said contract shall be contingent upon a sufficiency of funds appropriated by the Essex County Board of Chosen Freeholders.
5. Bids must be prepared with typewriter or pen. Bids prepared in pencil will not be accepted. **Each bid must be signed in ink only by a person authorized to do so.** Bids showing any corrections must be initialed by bidder in ink. Corrected items not initialed will not be considered for award. Fax, telegraphic or facsimile signatures will not be considered.
6. Bids must be submitted only on forms provided for that purpose. The Bids must be filled in completely. Failure to comply with any requirement herein may result in rejection of the bid.
7. Contract(s) will be awarded to the lowest responsive/responsible bidder(s) meeting specifications. The County alone reserves the right to reject all bids, in compliance with the Local Public Contracts Law, to waive informalities, irregularities, minor defects, or non-material defects, and make awards and/or partial awards on the basis of firm net unit prices, category price or on a lump sum basis (Unit price prevails), whichever is deemed by the County to be in its best interest.
8. Purchases made by the County of items listed in this bid are not subject to state or local sales taxes; use taxes; or federal excise taxes. The Federal Employer's Identification for the County of Essex is IRS #22-6002433/0000.
9. Prices quoted shall be firm, net exclusive of all taxes and must include all transportation, delivery, and unloading costs, fully prepaid F.O.B. destination, inside delivery, installation and debris removed. Prices should be stated in units of the quantity specified. Only one bid price per line item will be acceptable. Multiple product choices and prices per item will be rejected.
10. Quantities shown are approximates; the County reserves the right to increase or decrease quantities as deemed by the County in its best interest at the unit bid price. In the event of a manufacturer's price decrease during the contract period, the County shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Purchasing Agent must be notified in writing of any price reduction within five (5) days of the effective date. The prices stated in this bid, by mutual consent of the County of Essex and the successful bidder may be extended for such reasonable time as may be agreed upon until such time as new bid Bids are received, accepted and awarded (N.J.S.A. 40A:11-15, last paragraph).

11. No claim for relief because of mistakes or omissions in bidding will be entertained. Bidders making bids will be held to have accepted the terms and conditions of the specifications.
12. "The New Jersey Prevailing Wage Act" (P.L. 1963, Chapter 150 as amended through July 3, 1974 P.L. 1979, c. 303, effective January 17, 1980) is hereby made part of every contract entered into by the County of Essex except those contracts which are not within the contemplation of the Act, and the Bidder's signature on the Bid is the Bidder's guarantee that neither the Bidder nor any subcontractors that the Bidder might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

The Contractor shall pay (and shall cause all Subcontractors to pay) to their workers, laborers, and mechanics employed by him or them to work on an hourly or daily basis at any trade or occupation at or about the construction sites, at a minimum the prevailing rate of wage for others engaged in the same trade or occupation in the locality in which work is being performed, as set forth under New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and if such workers, labors or mechanics are employed for more than eight hours in any calendar day, they shall be paid at an increased rate for overtime.

The prevailing wage rates are determined by the New Jersey State Department of Labor. A copy of the applicable prevailing wage rates to be paid under contract may be obtained from the Department of Labor ([www.state.nj.us/labor/lsse/wagerate.htm](http://www.state.nj.us/labor/lsse/wagerate.htm)). The State Wage Rates in effect at the time of award will be made a part of this contract pursuant to Chapter 150, Laws of 1963 N.J.S.A. 34:11-56.25 et seq. The provisions of this clause are inserted for the benefit of such workers, laborers, and mechanics, as well as for the benefit of the County of Essex; and if the Contractor or any Subcontractor shall pay any such worker, laborer or mechanic less than the rates of wages described above, such worker, laborer or mechanic shall have a direct right of action against the Contractor or such Subcontractor for the difference between the wages actually paid and those to which he/she is entitled under this clause.

If such worker, laborer, or mechanic is employed by any Subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment of at least the above minimum wages, and providing for a cause of action in the event of the Subcontractor's failure to pay such wages), such worker, laborer, and mechanic shall have a direct right of action against the Contractor. The County of Essex shall not have a direct right of action against the Contractor. The County of Essex shall not be a necessary party to any action brought by any worker, laborer, or mechanic to obtain a money judgment against the contractor, or any subcontractor, pursuant to this clause. However, in the event it is found that any worker employed by the Contractor or any subcontractor covered by the contract has been paid a rate of wages less than the prevailing wages required to be paid by the contract, the County of Essex may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his/her sureties shall be liable to the County of Essex for any excess costs occasioned thereby. Nothing herein contained shall be construed to prevent the Contractor or any Subcontractor from paying higher rates of wages than the minimum rates prescribed herein; and nothing herein contained shall be construed to constitute a representation or guarantee that the Contractor or any Subcontractor can obtain workers, laborers, and mechanics for the minimum rates or wages prescribed herein.

13. The vendor must comply with all local, county, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.
14. BUY AMERICAN - Only manufactured and farm products of the United States, wherever available, shall be used under this contract, pursuant to N.J.S.A. 40A:11-18.

15. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Essex and its employees from and against any and all liability claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and /or materials supplied under this contract.
16. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work of 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, which shall set forth the names and addresses of all stockholders in the corporation who own ten percent or more of this stock of any class, or all individual partners in the partnership who own a ten percent or greater interest therein. If one or more such stockholders or partner is itself a corporation the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed.

The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

17. The County of Essex shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (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 period as may be agreed (N.J.S.A. 40A:11-24).
18. Equal or Tie Bids. The County reserves the right to award at its discretion the contract to any one of the tie bidders.
19. Where circumstances and/or the needs of the County significantly change, or the contract is otherwise deemed no longer to be in the public interest, the County of Essex may modify quantities or terminate a contract entered into as a result of this bid, upon no less than thirty (30) days notice to the vendor.
20. Where a vendor is in breach of any material term or condition of this contract, the County may terminate the contract upon five (5) days written notice by the County. If Vendor has not remedied such breach within ten (10) days after the giving of written notice thereof.
21. Bidders will deliver their goods and services to the location(s) and on date(s) specified in the bid. If the County has not specified a delivery date, the bidder, may be requested to state their proposed delivery date on the price sheet.
22. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the bid specifications.
23. All contracts for the provision of goods and services to the County shall be performed in strict and full compliance with the specifications. Payment to vendors for services will not be made until the County's using agency approval is given. The County of Essex shall pay for receipt of goods and/or rendering of services after receiving a signed County Voucher Form and the contract has been fully executed.
24. In case of failure to furnish any or all of the goods or services herein specified, in addition to all other remedies, the County may purchase goods and services elsewhere and, if it does so, shall be entitled to recover costs plus damages from the bidder directly or by charging the same to Surety's account.
25. WORKER AND COMMUNITY RIGHT TO KNOW ACT: Pursuant to N.J.A.C. 8:59.1 et seq., every container of product(s) delivered under terms of this Bid must bear a label indicating the chemical name and

Chemical Abstract Service Number of all hazardous substances present in a concentration of 1% or greater, all substances in a concentration of .1% or greater that may pose a special hazard as a carcinogen, mutagen or teratogen. In addition, the five most predominant substances present must be indicated, whether hazardous or not. Finally, those containers that do not account for 99% of the contents must be marked "CONTENTS PARTIALLY UNKNOWN". If none of the contents are listed, "CONTENTS UNKNOWN" must be on the label. Synonyms of chemical names or any name recognized by the Chemical Abstract Service may be used. Every carton of the product must also include a copy of the Material Safety Data Sheet. PROPER COMPLIANCE SHALL BE DEEMED A TERM AND CONDITION OF THE PURCHASE CONTRACT.

26. Submission of more than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall result in none of such bids being considered.
27. Samples, when required, of all articles must conform strictly to specifications and shall be submitted for inspection with the bid.
28. In those cases where a manufacturer's brand name and model number are used to describe the basic standard or quality desired by the County, equivalent alternatives may be bid. The bidder must prove to the County's designated project manager or departmental director that the substituted alternative is an equivalent. The County reserves the right to determine equivalency. If the vendor fails to submit evidence of equivalency with the bid submittal it will be cause for rejection of the bid.
29. The contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of in part or in whole, any award or any of its rights, title, or interest therein, without the prior written consent of the County of Essex.
30. The County reserves the right to inspect the bidder's establishment before making an award.
31. The bidder hereby certifies that the product(s) are standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Sufficient quantities of parts necessary for proper service of equipment must be maintained at distribution points and service headquarters. All equipment supplied to the County and operated by electrical current is UL approved. All new equipment is to be guaranteed for a minimum period of one (1) year, unless otherwise stated in the technical specifications or pricing proposal form. The vendor shall be responsible for the delivery of material in first class condition, F.O.B., to the County's using agency or as directed in the bid specifications, in accordance with good commercial practice.
32. Vendor shall immediately replace any articles, which are rejected for failure to meet the requirements of the specifications.
33. Bidders wishing to file a formal challenge to the specifications of this bid must do so in writing no less than three (3) working days prior to the scheduled submission deadline of this bid.
34. After bids are opened, and the successful Bidder determined notification or equivalent will be forwarded to all Using County Agencies and the successful bidder. It is required that the bidder cooperate with Using County Agencies to the fullest extent and that the materials supplied are delivered to each Using County Agency in strict accordance with the specifications and delivery requirements of the bid Bid. No contract or memorandum of agreement shall be final until legally approved by the Essex County board of Chosen Freeholders.
35. All stockholders or individuals who own ten (10) percent or more of the stock of the company or who own ten (10) percent or greater interest therein are required to complete the Authorization and Release Form found herein..

36. The Essex County, New Jersey, Office of Inspector General (OIG) will conduct a preliminary due diligence inquiries in order to assure the citizens of Essex County, its employees and all other public and private persons and/or entities that Essex County, New Jersey intends to safeguard its reputation and perform its governmental duties with integrity. Bidders may be required to comply with due diligence inquiry by providing all information requested by the OIG with regard to financial condition, litigation, indictments, criminal proceedings and the like in which they are or may have been involved, if any. In the event that the lowest responsive/responsible bidder shall fail to provide the requested information promptly or if the information, in the reasonable opinion of Essex County or its Office of Inspector General, might adversely affect the integrity and good reputation of Essex County, New Jersey with the citizens of Essex County, New Jersey and all other public and private persons or entities, then Essex County, New Jersey, shall have the right to reject this bid, and/or terminate this Agreement immediately upon written notice.
37. Open Public Records Act - Respondents should be aware that responses to this bid shall be made available, upon request, for public inspection. The County, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

### 38. INSURANCE AND INDEMNIFICATION

The insurance documents shall include but are not limited to the following coverage:

#### Liabilities

- a. The contractor shall take out and maintain during the life of this contract, at his own expense, such public liability insurance for bodily injury and property damage, products or completed operations coverage, and municipality's and contractor's protective insurance and automobile insurance as shall protect himself, the municipality and any subcontractor performing work covered by this contract, from claims for personal injury, including wrongful death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them.
- b. Indemnification the contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the COUNTY OF ESSEX and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplies under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.
- c. The Consent of Insurance form herein is required fully executed at bid submission.
- d. Endorsement the contractor shall add the COUNTY OF ESSEX as respects to their interest and provide Certificates of Insurance and Policy Endorsements to evidence Additional Insure status. Certificates of Insurance attesting to the type of coverage and limits liability shall be required prior to the execution of this contract by the COUNTY OF ESSEX. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey.
- e. Awarded vendor must supply a copy of the Policy Endorsements along with above Insurance Certificates, and must include with Endorsement any policy exceptions or exclusions pertaining to this contract's interest.

(REVISED 4/10)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Business Registration Certificate  
**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including 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) all bidders must be registered at or before time of bid submittal, proof of which must be submitted at or before time of award;
- 2) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 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 or attest that none was used;
- 4) during the term of this contract, the contractor and its affiliates shall 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.

*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 \$50,000.00 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

**NOTE: Non-profit organizations are exempt – however, non-profit organizations must provide a copy of their 501C status or equivalent**

To obtain a Business Registration Certificate, contact the New Jersey Division of Revenue at 1-609-292-1730 or register online @ [www.state.nj.us/treasury/revenue/busregcert.htm](http://www.state.nj.us/treasury/revenue/busregcert.htm)

***IT IS HIGHLY RECOMMENDED THAT  
YOU SUBMIT YOUR "BRC" WITH YOUR BID.***

*THESE ARE SAMPLES OF ACCEPTABLE  
"BUSINESS REGISTRATION CERTIFICATES".*

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM BR0108-01</small>		

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
<b>For Office Use Only:</b> 20080813113035127	

## DISCLOSURE STATEMENT

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a County Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In furtherance thereof, every bidder must disclose below, being an Essex County officer or employee or whether an immediate family member is an Essex County officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder or a member of the bidder's immediate family, or anyone having an interest in the bidder's business organization including their immediate family members, an officer or employee of Essex County?

NO \_\_\_\_\_ YES \_\_\_\_\_

S\ \_\_\_\_\_  
\* Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

If yes, provide the name of the individual and identify the position held, below, and notify in writing the Office of County Counsel, Hall of Records, 465 Dr. Martin Luther King, Jr. Blvd., Room 535, Newark, NJ 07102. (Attach a copy of the correspondence to this form).

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NOTE: All terms used herein are to be construed in accordance with their meaning under the Local Government Ethics Law, cited above.

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**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Bid for the bid

entitled \_\_\_\_\_, and that I executed the said Bid with  
(title of bid)

full authority to do so that said bidder 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 Bid and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Bid 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

\_\_\_\_\_.

Subscribed and sworn to

before me this day \_\_\_\_\_ of

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**(seal)**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

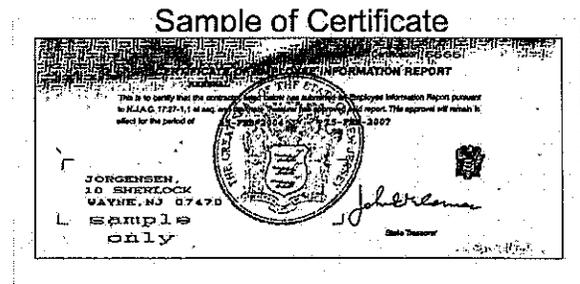
- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

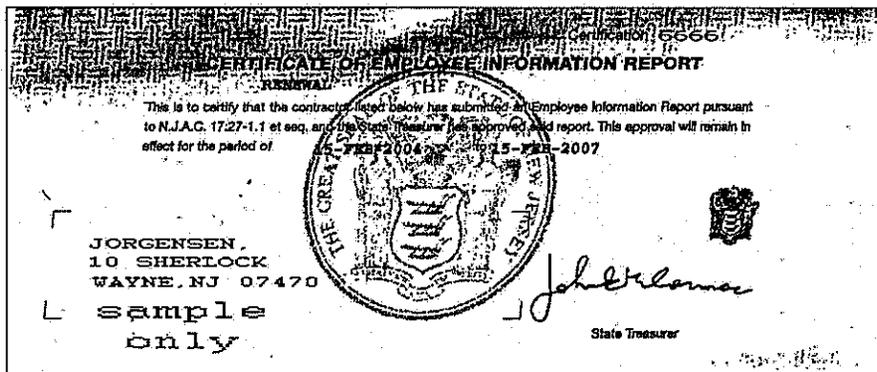
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PLACE HERE  
A COPY OF THE  
CERTIFICATE OF  
EMPLOYEE INFORMATION  
REPORT**



**PLACE AFFIRMATIVE ACTION  
(Form AA302)  
EMPLOYEE INFORMATION REPORT  
HERE**

ONLY IF YOU DO NOT HAVE THE  
CERTIFICATE OF EMPLOYEE INFORMATION  
TO ATTACH AT THIS TIME

**STOCKHOLDER DISCLOSURE CERTIFICATION**

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

Name of Business \_\_\_\_\_

**Bidder/Respondent must check one of the following boxes**

- I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned.
- I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned.
- I certify that the undersigned is a non-profit organization (501c, etc.).
- I certify that I am a sole proprietor, and that I own 100% of the organization independently.

**Bidder/Respondent must check the box that represents the type of business organization:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Limited Liability Company     |  |

**Bidder/Respondent must sign and notarize the form below. Bidder must also complete the stockholder list below, or mark as not applicable next to first name line.**

Stockholders/Partners:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_.

\_\_\_\_\_  
(Bidder/Respondent Authorized Signature)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print name of authorized signatory)

My Commission expires:  
(Notary Seal)

(Corporate Seal)

**CONSENT OF INSURANCE COVERAGE**

WHEREAS, \_\_\_\_\_ as Principal (respondent), has submitted a proposal to provide services as specified in the subject RFP to the County of Essex (County), and whereas, in order for such proposal to be considered for award, proof of liability insurance and applicable policy endorsement(s) must be submitted therewith. Failure to submit this form with applicable policy endorsement(s), fully executed, shall result in rejection of this proposal. A certificate of insurance naming the County as additionally insured, per below requirements may be submitted in lieu of this form.

NOW, THEREFORE BE IT KNOWN that, if the County shall accept the proposal of the Principal and the Principal shall enter into a contract with the County in accordance with the terms of such proposal, we the undersigned do hereby state that we will provide the Principal with indemnification and insurance coverage as applicable and as set forth below:

- a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey and have a minimum AM Best Credit Rating of A
- b. Comprehensive Commercial General Liability Insurance at least as broad as ISO Form CG001 1093, Contractual, Personal Injury, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount not less than \$1,000,000.00/Occurrence - \$2,000,000.00/Aggregate for products and ongoing;/completed operations.
- c. Professional liability insurance providing occurrence basis coverage for the claims that arise from the errors of provider its consultants, omissions of provider or its consultants, failure to render a service by provider or its consultants, or the negligent rendering of the service by provider or its consultants in the amount of \$1,000,000 each occurrence and \$3,000,000 annual aggregate. A three (3) year "Tail Coverage" endorsement is required for all Claims Made liability policies.
- d. Comprehensive General Automobile Liability Insurance and Property Damage to apply to all owned, hired, and non-owned vehicles, Bodily Injury and Property Damage Combined Single Limit of Liability, in an amount no less than \$1,000,000.00/Accident.
- e. Worker's Compensation and Employer's Liability Insurance for all applicable direct and contracted employees associated with the work stipulated in the RFP. The insurance coverage shall provide statutory limits in accordance with applicable law in the State of New Jersey. Employer's liability insurance shall have limits not less than \$1,000,000.00 each accident and \$1,000,000.00 each employee/\$1,000,000.00 policy limit for disease.
- f. All policies maintained shall name the County as an additional named insured and shall provide for thirty (30) days written notice to the County of cancellation, non-renewal, and/or modifications of such policies and the contractor/vendor shall provide the Office of Purchasing with certificates of insurance evidencing such policies and provisions.
- g. Any deductible or Self Insured Retention amount or other similar obligation under the Contractors insurance policies shall be the sole obligation of the Contractor.
- h. All required insurance coverage's must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed  
before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_  
(Respondent's Company Name)

\_\_\_\_\_  
(Authorized Signature on Behalf of the Principal)

\_\_\_\_\_  
(Print Name)

**INSURER:**

\_\_\_\_\_  
(Insurer's Company Name)

\_\_\_\_\_  
NOTARY PUBLIC



**STATEMENT OF CERTAIN**  
**POLITICAL CONTRIBUTIONS MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof.

If none, write "**none**".

Name

Amount


Proposer: \_\_\_\_\_

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

Name of Signatory: \_\_\_\_\_  
(Print or Type)

**AMERICANS WITH DISABILITIES ACT**

**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The contractor and the County of Essex, (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121.01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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, 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 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.

S/ \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR'S INFORMATION SHEET**

Please fill in the following information and submit with your Bid:

COMPANY/BIDDERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL I.D. NUMBER: \_\_\_\_\_

NAME OF PERSON PREPARING BID: \_\_\_\_\_

**REMITTANCE ADDRESS**

REMITTANCE NAME: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_

REMITTANCE PHONE: PERSON TO CONTACT: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**PROJECT MANAGER / POINT OF CONTACT**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Employer I.D. # or S.S. #: \_\_\_\_\_



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bid Number:** \_\_\_\_\_ **Bidder Name:** \_\_\_\_\_

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 this 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: (Please check all statements that are true)**

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 pipelines 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 \_\_\_\_\_

Description of

Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

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



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE  
Governor

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

KEM GUADAGNO  
Lt. Governor

JIGNASA DESAI-MCCLEARY  
Director

Telephone (609) 292-4384 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Bank Markazi Iran (Central Bank of Iran)	22. Industria Nafte (INA)
2. Bank Mellat	23. Kingdome PLC
3. Bank Mellat Iran	24. Liquefied Natural Gas Limited
4. Bank Tejarat	25. Mafex Technimont SpA
5. National Iranian Tanker Company (NITC)	26. NatIran Intrade Company (NICO)
6. Sarsesh Azar Tadjik Company (SATCO)	27. Oil and Natural Gas Corporation (ONGC)
7. Arzone	28. Oil India Limited
8. Bank Saderat PLC	29. Panyu Chu Kong Steel Pipe Company, Ltd.
9. Bank Sepah	30. Parate International Bank
10. Balez	31. PetroChina Company, Ltd.
11. Belneftkhim (Belarusneft)	32. Petroleos de Venezuela (PDVSA Petroleo, SA)
12. Bharat Petroleum Corporation Ltd.	33. Schwing America Inc.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipac)	34. Shandong FIN CNC Machine Company, Ltd.
14. China National Offshore Oil Corporation (CNOOC)	35. Shanghai Sunny Petroleum Equipment Company, Ltd.
15. China National Petroleum Corporation (CNPC)	36. Sinohydro
16. China National United Oil Corporation (ChinaOil)	37. SK Energy
17. China Petroleum & Chemical Corporation (Sinopec)	38. SICS Ventures
18. China Precision Machinery Import-Export Corp. (CPMIEC)	39. Som Petrol AS
19. Emirates National Oil Company	40. Sonangol
20. Grimley Smith Associates	41. Zhuhai Zhennong Company
21. Indian Oil Corporation	

List Date: January 28, 2013

COUNTY OF ESSEX

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received or included with the bid package:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder/company)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package.

**SPECIFICATIONS**

**FOR**

**EMAIL ARCHIVING**

**THE ESSEX COUNTY**  
**CORRECTIONAL FACILITY**

**COUNTY OF ESSEX**  
**STATE OF NEW JERSEY**

## 1. INTRODUCTION

The Essex County Correctional Facility located at 354 Doremus Ave, Newark NJ, 07105 is seeking prospective bidders to provide/continue our email archiving solution.

## 2. BIDDER REQUIREMENTS

- Archiving for e-mail and attachments.
- Allow the importing of PST files.

### Retention and Storage

- Price quoted must be for unlimited retention time and unlimited storage.
- Data must be transferable to winning bidder upon termination of contract.

### Searching Capabilities:

- Provide navigation tools to help search through messages to find relevant information quickly.
- Multi-search capabilities through keywords in email body, subject and attachments.
- Allow individual users to recover emails back to their primary mailbox, ensuring that no messages are ever lost.
- No downtime during installation/transition.
- Comply with Federal Rules of Civil Procedure.
  1. Enforce legal holds, audit trail and chain of custody.
  2. Prove authenticity of the communications in question.
  3. Be able to produce emails requested as evidence in a federal court case.
  4. A clear understanding of where the data is stored and how to retrieve it in a timely manner.
  5. Honor a legal hold by halting any previous purging practices until the legal matter is settled.
  6. Export in real time.
- Encryption
  1. TLS
  2. 256 bit security in transit
  3. DECRU

- Redundancy  
Must have geographically dispersed locations
- Must be able to integrate with MS Outlook
- 99.9% Network availability and uptime.
- Roles Based Access to Archive
  1. Management
  2. Legal
  3. Internal Affairs
  4. Information Technology
  5. End user Access
- Robust Search Capabilities
  1. At least 9 layers deep within attachments.
  2. Boolean search.
  3. Ability to refine a search in mid search.
  4. Proximity search.
- Bidder must demonstrate ability to rebuild in case of failure.
- Must be part of Symantec Cloud Services Enterprise Vault.

**End to End audit support**

- Weekly statistics on archive usage.
- Monthly internal scans.

**Award Terms**

The contract shall be awarded for a period of twenty-four (24) months, and the County reserves the option to extend the contract for an additional twenty-four month period, if mutually agreeable and upon approval by the Essex County Board of Chosen Freeholders.

**BID PRICING FORM**

We the undersigned have read and fully understand the specifications above pursuant to the bid specifications and made part her

**PROVIDE E MAIL ARCHIVING SERVICES**

**\$ \_\_\_\_\_ x 24 months = \$ \_\_\_\_\_**  
**Price per Mailbox Total price for 24 Months**  
**Per Month**

**TOTAL IN WORDS \_\_\_\_\_**

VENDOR'S COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_