

**CITY OF UNION CITY REQUEST FOR PROPOSALS (“RFP”) TO PROVIDE  
PRINTING SERVICES FOR THE MUNICIPAL ELECTION TO BE HELD BY THE  
CITY OF UNION CITY,  
COUNTY OF HUDSON, STATE OF NEW JERSEY**

Pursuant to the “fair and open process” as defined by the New Jersey Local Unit “Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq., the City of Union City (“the City”) is seeking to enter a contract (“the Contract”) with a qualified printer for printing services in connection with the Municipal Election to be held by the City of Union City on May 13, 2014 (“the Vendor”), as directed by the Corporation Counsel, the Board of Commissioners or other appropriate official within the City. You must comply strictly with the submission requirements set forth herein.

The successful Vendor must have significant experience in printing municipal election ballots for public entities in Hudson County. If awarded a contract, your company/firm must demonstrate compliance with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. The successful Vendor will provide the City with printing services for the Municipal Election on May 13, 2014 including, but not necessarily limited to:

1. Vendor shall be able to accept disassociated data, i.e.: congressional candidates, legislative candidates, municipal candidates, district candidates, regional school boards, local school boards, as provided by the county and create clear, unique ballots that can be programmed for both voting machine and absentee systems for each voting district or unique absentee ballot;
2. Vendor must have its own manufacturing facility to be able to ensure the turn-around of proofs of ballot faces at a minimum of 80% of ballot face size and 100% of absentee, emergency, provisional and other types of ballots within a maximum of three working days or less (if required);
3. Vendor must be able to demonstrate the ability to turn around complete machine faces and absentees from approval, within three working days. Backup or additional ballot faces must be delivered within one business day;
4. Vendor must be certified by Sequoia Voting Systems as a Win EDS system consultant in order to perform the Win EDS support requirements. Proof of certification must be provided;
5. Vendor must be able to print digitally or utilize conventional printing methods;
6. Vendor must test the printed ballots for scan readiness, ensuring the most accurate election results;
7. Vendor must have the ability to perform the tasks in a timely fashion, including staffing and familiarity with Hudson County’s voting machine system and absentee ballot system.

8. The Vendor shall demonstrate the ability to complete projects in a competent and expeditious manner based on workload of the firm, availability of qualified personnel, equipment and facilities;
9. The Successful Vendor must be ready to commence the services and work solicited in this request upon execution of a contract with the City. No contract will be awarded unless it has been approved by the Board of Commissioners, by written resolution, at a Commissioner's meeting.
10. Contract Term: Services under this contract will begin February 5, 2014 and expire on June 1, 2014.
11. The City may terminate the Contract with the Vendor at any time for convenience subject to thirty days written notice of termination.
12. Each Vendor shall submit proof of business registration with the New Jersey Division of Taxation. (P.L.2004, C.57)

### **Professional Information and Qualifications**

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the City Clerk. Each interested Vendor shall submit the following information:

1. Name of Vendor;
2. Address of principal place of business or Vendor's offices and corresponding telephone and fax numbers;
3. Areas of practice;
4. Description of Vendor's education, experience, qualifications, number of years in business and a description of experience with projects similar to those described above;
5. Experience related to election printing services in an urban environment in New Jersey which is substantially similar to the City of Union City;
6. At least four (4) references, three (3) of which must have knowledge of your experience related to your work in an urban environment in New Jersey.
7. Vendor's ability to provide services in a timely fashion (including staffing, familiarity and location of key staff);

8. Cost details, including the rates of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost or “not to exceed” amount; and
9. Vendor shall provide a detailed biography or resume of all of its principals.
10. Vendor shall provide a detailed proposal as to its ability to perform the responsibilities listed above.
11. Vendor shall submit a statement of Individuals owing 10% or more of stock or interest in the Vendors Business Entity.
12. Any other information which the interested Vendor deems relevant.

### **Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and their ability to perform the responsibilities outlined above;
2. Experience in election printing services in an urban environment substantially similar to Union City and demonstrated ability to provide election printing services in both English and Spanish; and
3. Appropriate references; and
4. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
5. Ability to be available with the appropriate personnel at all times necessary to accomplish the service;
6. Cost competitiveness in light of all of the above factors;
7. The City shall be the sole judge concerning the application of criteria herein and the merits of the proposals submitted.
8. The successful Vendor is required to read and comply with the provisions of the American for Disabilities Act provisions attached herein.
9. The successful Vendor shall submit proof of the following insurance coverage:
  - a. The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation

insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the City of Union City from all liability.

- b. Certificates naming the City of Union City as an additional named insured, and evidencing such insurance coverage, shall be filed with the City Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation;  
Part Two - Statutory
- II. Comprehensive General Liability:
  - A. Minimum limits: \$1,000,000.00;  
Combined Single Limit Coverage to include: Premise / Operations;  
Independent Contractors;  
Product / Completed Operations;  
Contractual;  
Personal Injury;  
Broad Form Property Damage;  
City of Union City as additional insured.
  - B. Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the City of Union City.

The certificate of insurance shall designate the City of Union City as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the City Clerk will be provided with a written notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

### **Submission Requirements**

Sealed proposals will be publicly opened by the City Clerk in her office at the address below if received no later than 11a.m. on February 28, 2014 by:

Laura M. Miller, Acting City Clerk  
City of Union City, 2<sup>nd</sup> Floor  
3715 Palisade Avenue  
Union City, New Jersey 07086

**No** late submissions will be accepted.

Any persons having questions or seeking information should reduce the question(s) to writing and e-mail to the Acting City Clerk at ([lmiller@ucnj.com](mailto:lmiller@ucnj.com))

Kindly mark the outside packaging containing your submission with a notation of the RFP to which you are responding. Please submit one original and three (3) copies of the RFP. Please use white 8 ½" x 11" paper. Please staple the original and three (3) copies in the upper left corner. Please do not bind the submissions in any manner or place each copy in folders.



## EXHIBIT B

### AMERICANS WITH DISABILITIES ACT OF 1990

#### Equal Opportunity for Individuals with Disability

The contractor and \_\_\_\_\_, (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. 5121 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 there unto, 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 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 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 the Agreement or otherwise at law.

## EXHIBIT C

### **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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**EXHIBIT D**

**STOCKHOLDER DISCLOSURE CERTIFICATION  
STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF  
STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, 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 non-corporation stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or nor a stockholder or partner owns less than 10% of the business submitting the bid.

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

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

Check which business entity the bidder is:

n _____	_____	Complete if the bidder is one of the 3 types of Corporations:
Limited Liability Corporation _____	_____	Date Incorporated: _____
Subchapter S Corporation _____	_____	Where Incorporated: _____
Partnership _____	_____	<b><u>Note:</u> If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.</b>
Limited Partnership _____	_____	
Limited Liability Partnership _____	_____	
Sole Proprietorship _____	_____	

**BUSINESS ADDRESS:** \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Listed below are the names and addresses of all stockholders or individuals who own ten (10%) percent or more of its stock of any classes, or who own ten (10%) percent or greater interest therein.

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**\*\*IF ADDITIONAL SPACE IS REQUIRED, USE THE BACK OF THIS FORM\*\***