

**REQUEST
FOR
PROPOSAL**

**Archives and Records Management
Public Records Inventory Continuation,
Reorganization, Storage & Disposal**

**Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003**

1.0 INTRODUCTION

The purpose of this contract is to provide the Township of Bloomfield with a qualified vendor for a total document management system. This vendor will be responsible for the pickup, purging, organizing, packing, labeling and proper archival housing of approximately 2000 1.2 cubic feet of boxes. The vendor will supply all necessary materials. The vendor will maintain records in a safe and secure environment. The vendor will also store and have the capacity to read and print microfilm at same facility.

The vendor is to work with The Division of Archives and Records Management to produce and certify the Township's records and monitor for both initial and on-going allowed destruction. The Vendor will scan on demand to a permanent file and maintain a program for on-going record retention going forward. The vendor will deliver physical records the next business day or sooner in case of emergency. The vendor will post records as Municipality deems necessary for virtual viewing to a permanent file accessible to the Municipality at any time.

The selected vendor will furnish and maintain 2 active virtual licenses for on-line data retrieval. The selected vendor will supply all training as necessary and will be responsible for the destruction of allowed and certified past records.

The selected vendor will furnish Bloomfield with a list of a minimum of 3 like Municipalities in which they have supplied the same vendor services to.

The Township of Bloomfield reserves the right to select a vendor on the total criteria and has sole discretion in its decision.

The expected components of the reorganization and inventory as well as expected products (deliverables) are described in this RFP.

1.1 BACKGROUND

The Township of Bloomfield has a preliminary records management needs assessment, strategic plan, and high-level inventory accepted by the New Jersey State Records Committee. An identified need in the report was for the further identification, sorting and purging of public records.

The Township of Bloomfield now wishes to reorganize and purge its public records and to expand its records inventory. This RFP is intended to identify a contractor to perform this records reorganization and inventory and provide proper housing for permanent records and non-permanent records not past retention, and disposal for records past retention by the end of each year.

2.0 ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Township of Bloomfield to determine the proposal to be non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful bidder, as accepted by the Township of Bloomfield, will become part of any contract awarded as a result of this RFP.

2.1 PROPOSAL SUBMISSION INFORMATION

Submission Date and Time:

May 22, 2012 at 10:00 AM

One (1) Original and Two (2) copies of each plus an electronic copy supplied on a CD if possible.

Submit to:

**Municipal Clerk's Office
1 Municipal Plaza, Room 214
Bloomfield, NJ 07003**

Section 5 of this RFP provides the minimum submission requirements. Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be marked to distinguish it from the two (2) copies.

Only those RFP responses received prior to the date and time indicated above will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.1 LOCAL GOVERNMENT REPRESENTATIVE

Please direct all questions in writing to:

Name: Louise M. Palagano

Title: Municipal Clerk

Address: 1 Municipal Plaza, Rm 214, Bloomfield, NJ 07003

Voice: 973-680-4191

Fax: 973-680-0048

Email: lpalagano@bloomfieldtwpnj.com

2.2 INTERPRETATIONS AND ADDENDA

Bidders are expected to examine the RFP with care and observe all of its requirements. All questions about the meaning or intent of this RFP must be submitted in writing to the person identified above no later than close of business on May 18, 2012, all interpretations and clarifications considered necessary by **the Township of Bloomfield** in response to such comments and questions will be issued by addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are not binding.

2.3 CHALLENGE OF SPECIFICATIONS

Any bidder who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than ten (10) business days prior to the opening of the RFPs.

Challenges filed after that time shall be considered void and having no impact on Township of Bloomfield or the award of contract.

2.4 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, are given for use in comparing proposals. Such quantities are estimates and do not represent a maximum or minimum.

2.5 COST LIABILITY AND ADDITIONAL COSTS

The Township of Bloomfield assumes no responsibility or liability for costs incurred by contractors prior to the issuance of an agreement. The liability of the Township of Bloomfield shall be limited to the terms and conditions of the contract.

The contractor will assume responsibility for all costs not stated in their proposals. All hourly rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township of Bloomfield, 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.

2.6 BID PROHIBITED

It is understood by the bidder that, if awarded this contract to conduct the needs assessment and strategic plan, the prime contractor and any sub-contractors utilized for these services are prohibited from bidding the resultant bids for goods and services to implement that plan.

2.7 OWNERSHIP OF MATERIAL

The Township of Bloomfield 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 Township of Bloomfield 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 Township of Bloomfield 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 Township of Bloomfield, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Township of Bloomfield pursuant to this contract shall belong exclusively to Township of Bloomfield. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Township of Bloomfield 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 Township of Bloomfield. All information supplied to the Township of Bloomfield shall be supplied on CD-ROM media compatible with the Township of Bloomfield's computer operating system, Windows.

2.8 SUBCONTRACTORS

The Township of Bloomfield will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

The primary contractor shall not add to or substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the Township of Bloomfield.

2.9 SUBSTITUTION OF PERSONNEL OR SUBCONTRACTORS

In the event that the contractor cannot avoid replacement of named key project personnel including subcontractors, the replacement(s) must have equivalent or better qualifications and must be approved in writing by the Township of Bloomfield.

2.10 COMPLIANCE WITH LAWS

Any contract entered into between the contractor and the Township of Bloomfield must be in accordance with and subject to compliance by both parties with relevant State and federal laws including the New Jersey Local Public Contracts Law. The bidder shall sign and acknowledge such forms and certificates as may be required by this section.

2.11 FAILURE TO ENTER CONTRACT

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

2.12 COMMENCEMENT OF WORK

The contractor agrees to commence work within two weeks after the date of award by the Township of Bloomfield and upon notice from the using department.

2.13 TIME OF COMPLETION

It is hereby understood and mutually agreed, by and between the bidder and the Township of Bloomfield, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the Township of Bloomfield.

The bidder agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the bidder and the Township of Bloomfield, that the time of completion of the work described herein is a reasonable time for the completion of it.

2.14 LIQUIDATED DAMAGES

The bidder unconditionally agrees to substantially complete the work within the time limit stated in the RFP, or within the time as extended in accordance with the provisions of these administrative conditions.

In case the contractor fails to complete contracted work that is satisfactory and acceptable to the Township of Bloomfield within the stipulated time limit, then the Township of Bloomfield shall recover the actual amount of the loss as demonstrated by the Township of Bloomfield. The Township of Bloomfield shall recover said loss by deducting the amount thereof out of any money, which may be due, or to become due the contractor.

2.15 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 Township of Bloomfield 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 Township of Bloomfield of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contractor agrees to indemnify and hold the Township of Bloomfield harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township of Bloomfield under this provision.

In case of default by the contractor, the Township of Bloomfield may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 PAYMENT

Progress payments may be made upon the submission by the contractor to the Township of Bloomfield of an invoice on a form acceptable to the Township of Bloomfield along with a deliverable specified in this RFP. Invoices shall specify, in detail, the deliverables for which the progress payments are claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Project Cost Form. Payment shall be made upon acceptance of the deliverable by Township of Bloomfield.

The Township of Bloomfield 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.

3.0 RECORDS REORGANIZATION AND INVENTORY SCOPE OF WORK

Objectives: To identify, inventory, sort, purge and label records in entities identified in Attachment A. To identify permanent records and rehouse them into proper archival storage. To identify and rehouse non permanent records that are active and not past their retention. To identify and assist the government in requesting authorization for disposal, and dispose of records past their retention in accordance with DARM standards and regulations.

3.1 Records Reorganization and Inventory

The records reorganization and inventory will be performed for the offices and locations listed in Attachment A.

The records reorganization and inventory must incorporate:

- A comprehensive records inventory (paper and electronic)
- Adherence to records retention and destruction procedures
- Adherence to standards for proper records storage

3.2 Availability of Information

Materials which are the subject of this inventory and reorganization will be made available at the locations identified in Attachment A during regular business hours. The **Township of Bloomfield** shall provide access, within reason, and at no cost to the contractor, to all information on file with the **Township of Bloomfield** and relevant to the project.

3.3 Additional Services

Any services not included as part of any resulting contract scope of services, must be approved and authorized by the **Township of Bloomfield** before such work is initiated. The **Township of Bloomfield** shall pay for such approved services, at the rate or cost agreed upon between the **Township of Bloomfield** and the contractor at the time of

approval. The contractor must provide a schedule of fees for additional services with this RFP. The cost of any additional services must be based on the rates provided in the bid proposal.

3.4 Deliverables

The deliverables shall include:

1. Identify and inventory all unlabeled containers, and/or records. The volume of records for each identified unit is listed in Attachment A.
2. Rebox all records into proper cubic foot containers. The approximate volume of records to be reboxed for each identified unit is listed in Attachment A.
3. Use DARM retention schedules to sort records into proper record series, grouping like records together.
4. Label all containers with proper content information, including record series name, record series number, office of origin, destruction date.
5. Identify permanent records for retention.
6. Prepare permanent records for long term storage with proper archival storage containers.
7. Identify and sort records that are past their retention period and obtain and destroy per the approval of DARM and the Township of Bloomfield.
8. Assist the local government with the purging of records that are past their retention period, including assistance in requesting approval for destruction properly via DARM's online Records Retention and Disposition Management System known as Artemis.
9. Oversee destruction in accordance with the Destruction of Public Records Act, Chapter 410, PL 1953, after proper authorization is received by DARM.

4.0 PROPOSAL REQUIREMENTS

4.1 Technical Approach

The Bid proposals shall contain a narrative description of the proposed approach to the project. The technical approach must specifically address the items described in Section 4.1.1 at a minimum. Restating of the RFP will be considered an unacceptable response.

4.1.1 Records Reorganization and Inventory

The bidder shall detail the plan for addressing the following aspects of a records reorganization and inventory:

- I. Project Definition and Goals
 - A. Scope, Description, and Deliverables
 - B. Review and status of existing inventories and storage conditions
- II. Project Governance
 - A. Project Manager
 - B. Project Team
- III. Inventory
 - A. Identifying records
 - B. Sorting
 - C. Reboxing
 - D. Labeling
 - E. Processing records that are
 - a. Permanent
 - b. Nonpermanent
 - c. Eligible for destruction
- IV. Rehousing and destruction
 - A. Proper storage for permanent and active, non-permanent records
 - B. Requests for records disposal
 - C. Purging of records approved for disposal
 - D. Disposal of records approved for destruction

4.1.2 Quality Control

Receipt of high quality products is of great importance to the **Township of Bloomfield**. Specific articulation of the quality control mechanisms the bidder has in place to assure technical specifications are consistently maintained are of particular importance to the response evaluation. To better evaluate the proposals, the **Township of Bloomfield** expects each bidder to provide thorough documentation of its quality control program in its submittal. The most appropriate way of identifying the work and quality control programs applied by subcontractors must be clearly specified in the Method of Accomplishment section of the proposal when they are performing work.

Disregard of this directive may disqualify the bidder from further consideration.

4.2 STATEMENT OF QUALIFICATIONS

4.2.1 Firm Qualifications

A statement of qualifications is to be provided by the bidder who will serve as the primary contractor and all subcontractors. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and their associated job classifications, and the firm's locations. Identify prior project experience that exhibits

the firm's capabilities with a focus on Archives and Records Management Regulations, Practices and Technology. Knowledge of local government is highly preferred.

A vendor proposing to act as a lead contractor must subcontract with appropriate vendors for components not within the contractor's area of expertise. Details of this must be included in the proposal documentation.

General Records Management: Contractor(s) must be versed in basic records management, including an understanding of the state's record retention and disposition laws. Contractor(s) must have experience with work flow and business process analysis.

4.2.2 References

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Project name and description
- Name of contracting company or government agency.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments

4.2.3 Key Personnel Information

The bidder shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor or a subcontractor to be assigned to the project, and their areas of responsibilities. The following key project personnel shall be identified:

Project Manager: This individual will be responsible for the overall project scheduling, coordination, and completion, and will serve as the single point of contact between the **Township of Bloomfield**, the contractor and subcontractors.

Other-Key Personnel Proposed for this project: Identify and list the credentials and roles of any key project personnel.

The above named key personnel shall be required to attend at least one (1) project review and coordination meeting biweekly. Unless otherwise prearranged, all meetings will be at the **Township of Bloomfield's** facility.

4.2.4 Subcontractors

Bidders may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be

provided. The bidder understands that if selected, the **Township of Bloomfield** prior to initiating any subcontracted work must approve the use of subcontractors in writing.

The most appropriate method to identify the work and quality control programs applied by subcontractors must be clearly specified in the Method of Accomplishment and Project Level of Effort sections of the proposal when the subcontractor will be performing work. The subcontractor's qualifications must be detailed in the Qualification Statement section of the proposal. A project manager must be identified for all subcontractors. Project managers are to be available for scheduled project review meetings at the **Township of Bloomfield's** facility.

4.3 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 bidder's Method of Accomplishment section. The estimate shall contain a task-oriented schedule that identifies milestones and their proposed initiation and completion dates. A Gantt Chart or similar document shall be provided.

4.4 Project Schedule

The term of the contract shall be for 5 years

4.4.1 Key Events

Key Event 1: The contractor(s) must meet with the Project Manager and other appropriate municipal staff within two (2) weeks of execution of an award agreement. The meeting will act as the scheduling phase of the inventory to occur.

Key Event 2: Within one calendar week of the kickoff meeting, the contractor must deliver a comprehensive schedule of site visits and deliverables as agreed to during the meeting.

Key Event 3: Within six calendar weeks of the start date of the contract the contractor must complete site visits and submit a sample of the completed inventory for review.

Key Event 4: Within four calendar weeks of review and acceptance of inventory sample, contractor must complete rehousing and requests for records disposal.

Key Event 5: Within four calendar weeks of completion of rehousing and requests for records disposal, the contractor must submit a draft inventory report that outlines 1) all boxes/records identified and sorted, 2) all boxes/records approved for disposal and

ready for destruction, 3) cubic footage of all boxes/records in rehoused permanent and active storage.

Key Event 6: Within one calendar week of receipt of comments from the Project Manager, the contractor must submit a final inventory report that outlines 1) all boxes/records identified and sorted, 2) all boxes/records approved for disposal and ready for destruction, 3) cubic footage of all boxes/records in permanent and active storage.

Key Event 7: Acceptance of the **Township of Bloomfield** Inventory Report approved by the Mayor and Council of Bloomfield. The contractor is obligated to respond to requests for information/changes. This entire process must be complete within 16 calendar weeks from the contract start date.

Key Event 8: Within four calendar weeks of approval of Inventory Report by the Mayor and Council records approved for disposal are purged and destroyed.

Note: An alternate schedule may be proposed to expedite the process or to address scheduling constraints, however, the ability to meet or shorten the requested schedule will be considered in evaluation of proposals.

4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this project.

5.0 BLOOMFIELD TOWNSHIP SUBMISSION DOCUMENTS

Section 1. PREPARATION OF SUBMISSIONS

A. COMPLETION OF SUBMISSIONS

Each submission shall be contained in a sealed envelope addressed to the Township of Bloomfield, Township Clerk's Office, Municipal Plaza, Bloomfield, New Jersey 07003 and shall specify the Title/Professional Service for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour indicated in the Public Notice for Solicitation or in unsealed envelopes shall not be considered.

The Township will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications of Submission, and (8) Business Entity Disclosure Certificate (9) an Acknowledgment of Corrections, Additions and Deletions Form.

B. **ERRORS IN SUBMISSIONS**

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

Section 4. MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The communication should not reveal the submission price but should provide specific information regarding the addition to or subtraction from or other modification to the original submission so that the Township will not know the final price(s) or term(s) until the sealed submissions are opened.

Section 6. REJECTION OF SUBMISSIONS

A. **MULTIPLE SUBMISSIONS NOT ALLOWED**

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

B. UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Township.

Section 7. PAYMENT

Checks are processed by the Township of Bloomfield's Finance Department approximately on the 30th day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

Section 8. TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than thirty (30) days beyond the expiration date of the contract.

Section 9. FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the Township accept documents provided through facsimile machines.

Section 10. CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

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

Section 12. GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by Township and the fact that any professional services entity is not

familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

THE TOWNSHIP RESERVES THE RIGHT TO CANCEL ANY CONTRACT ENTERED INTO UPON THIRTY (30) DAYS NOTICE.

Contract Term: Pursuant to N.J.S.A 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.

GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; 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 non-discrimination clause.

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

The contractor or subcontractors, 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 the 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 attempt in good faith to employ minority and female 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to 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.

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

TOWNSHIP OF BLOOMFIELD

AMERICAN WITH DISABILITES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor and the Township does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by 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 Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Townships grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to it grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, given 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, compliant, notice, summons, pleading, or other process received by the Township or its representatives.

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

It is further agreed and understood that the Township 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 the Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

TOWNSHIP OF BLOOMFIELD

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS
FOR PROFESSIONAL SERVICES)

The Township of Bloomfield is seeking sealed submissions in response to a Public Notice for the Solicitation of Professional Service Contracts.

The standard submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

The selection criteria to be used in awarding contracts shall include:

1. Proposals will be evaluated by the Township on the basis of the most advantageous, price and other factors considered. The evaluation will consider:
 - a. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
 - b. Experience and references.
 - c. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
 - d. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

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- e. Knowledge of the township and the subject matter to be addressed under the contract.
 - f. Other factors if demonstrated to be in the best interest of the Township.
2. **Please Note this Additional Requirement:** Professional services entities shall submit **one (1) original and (2) additional sets** of their sealed submission. In addition, an Electronic copy (PDF File) on Compact Disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

CHECKLIST

PROFESSIONAL SERVICE TITLE: _____

SUBMISSION DATE: _____

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit X
2. Disclosure of Ownership Form X
3. Insurance Requirement Acknowledgment Form X
4. Mandatory Equal Employment Opportunity
Notice Acknowledgment X
5. Copy of your **Business Registration Certificate** as issued
by the State of New Jersey, Department of Treasury,
Division of Revenue X
6. Professional Service Entity Information Form X
7. Qualifications Submission X
8. Business Entity Disclosure Certificate X
9. Acknowledgment of Corrections, Additions or Deletions Form X

Reminder

Please submit one (1) original and (2) additional sets of the sealed submission. In addition, if available, an electronic copy (PDF File) or compact disk (CD) would be appreciated.

TOWNSHIP OF BLOOMFIELD

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
:
COUNTY OF ESSEX :SS.
:

I, _____ of the _____

of _____ in the County of _____ and

the State of New Jersey, of full age, being duly sworn according to law on my oath
depose and

say that:

I am _____

of the firm of _____

the Professional Service Entity making the submission for the above named Service, and
that I executed the said submission with full authority to do so; that the Professional
Service Entity has not, directly or indirectly, entered into any agreements, participated in
any collusion, or otherwise taken any action in restraint of fair and open competition in
connection with the above named Service; and that all statements contained in said
submission and in this affidavit are true and correct, and made with full knowledge that
the Township of Bloomfield relies upon the truth of the statements contained in said
submission and in the statements contained in this affidavit in awarding the contract for
said Service.

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 commission,
percentage, brokerage or contingent fee.

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

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Notary Public

(Signature of Professional)

State of _____

My Commission Expires _____

Affiant and

(Type or print name of

Title under signature)

TOWNSHIP OF BLOOMFIELD

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership”

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form or corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name:

Address:

SIGNATURE: _____ DATE: _____

II No Stockholder or Partner owns 10% or more of the company providing this submission:

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SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____ Limited Partnership _____ Limited Liability Corporation

_____ Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWNSHIP OF BLOOMFIELD

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with Township Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

(Signature) (Date)

(Printed Name and Title)

TOWNSHIP OF BLOOMFIELD

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 ET SEQ.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the Township one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Bloomfield to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Bloomfield during normal business hours.

The undersigned professional service entity 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 et seq. and agrees to furnish the required forms of evidence.

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

COMPANY: _____

SIGNATURE: _____ PRINT

NAME: _____

TITLE: _____ DATE: _____

TOWNSHIP OF BLOOMFIELD

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No: _____ Social Security No: _____

Fax No: _____ E-Mail: _____

If individual has a **TRADE NAME**, give such trade name:

Trading As: _____ Telephone No: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No: _____ Federal I.D. No: _____

Fax No: _____ E-Mail: _____

Social Security No: _____

Signature of Authorized Agent: _____

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If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of Principal Office: _____

Telephone No: _____ Federal I.D. No: _____

Fax No: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWNSHIP OF BLOOMFIELD

SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications.

2. References and record of success of same or similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarly and location of key staff):

Records Reorganization & Inventory Continuation

4. Cost details, including the hourly rates of each of the individuals who will perform Services and all expenses:

Note: Attach Additional sheets as necessary.

Firm: _____ Date: _____

Authorized Representative
(Print): _____

Signature: _____ Title: _____

Telephone No: _____ No: _____ Fax

Records Reorganization & Inventory Continuation

**TOWNSHIP OF BLOOMFIELD
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR FAIR AND OPEN CONTRACTS**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that it has listed in the table below all reportable contributions as defined under N.J.S.A. 19:44A-3 that were made in the one year period preceding the solicitation notice that were made by the individual, firm, partnership, corporation or association of principals responding to this solicitation to any of the following named elected officials and committees listed.

<u>Elected Officials</u>
Mayor Raymond J. McCarthy
Councilman Bernard Hamilton
Councilman Elias N. Chalet
Councilwoman Peggy O’Boyle-Dunigan
Councilman Michael J. Venezia
Councilman Nicholas Joanow
Councilman Carlos Bernard

<u>Committees</u>
Bloomfield Democratic Committee
Elias N. Chalet for Councilman
The Ray McCarthy Election Fund
The Election Fund of Nicholas Joanow
Friends of Carlos Bernard Councilman
Margaret O’Boyle-Dunigan Election Fund
The Election Fund of Michael Venezia
The Committee to Elect the McCarthy Team
Friends in Support of Bernard Hamilton
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet

Part II – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed: _____

Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ___ day of _____, 2__.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

TOWNSHIP OF BLOOMFIELD

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and

dated in the Submission Package.

(Signature)

(Type or print name of Affined and Title, under signature)

(Date)

ATTACHMENT A: TOWNSHIP OF BLOOMFIELD LIST OF AGENCIES/LOCATIONS INCLUDE: (THIS IS A SAMPLE LIST)

Division Name	Total Cu.Ft. of Records	Cu. Ft. of Records to be Reboxed	Name	Title	Dept	Phone Number	Address
1. Building							
2. City Clerk							
3. City Manager							
4. Engineering							
5. Finance							
6. Housing & Community Development							
7. Health & Human Services							
8. Legal							
9. Tax Assessor							
10. Tax Collector							

ATTACHMENT B: COST PROPOSAL

<p>TO: The Township of Bloomfield The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Specifications attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver the following:</p>			
COST Summary	Estimated Hours	Hourly Rate	Total Not to Exceed
On-site visits		\$	\$
Report:			\$
Other:			
Total Project Cost		\$	
PAYMENT SCHEDULE (SAMPLE)			
Deliverable	Delivery Date	Level of Effort (Days)	Payment Schedule
1. Pick up of Boxes			
2. Identify and inventory all unlabeled containers, records			
3. Sort records into proper record series			
4. Identify and prepare permanent records for storage			
5. Identify and prepare active records for storage			
6. Identify records that are past their retention period			
7. Make records disposal requests to DARM			
8. Rehouse permanent and active records			
9. Label all records containers			
10. Provide local government with draft comprehensive inventory report			
11. Provide local government with final comprehensive inventory report			
12. Assist local government with purge of records approved for			

Records Reorganization & Inventory Continuation
 Sample RFP

disposal				
Company Name				
Federal I.D. or Social Security #				
Address				
Signature of Authorized Agent				
Type or Print Name				
Title				
Voice		Fax		
E-mail address				