DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING AND SUPPLIES
BID
for
DOCKETS AND FOLDERS II
SPECIFICATION NO. 7515

This Invitation for Bid contains requirements for bidders to assist the County in meeting its Minority, Women, Disadvantaged Business Entity goals and our Veteran owned small business goals. Therefore, bidders must document their plan or good faith efforts to meet those goals. Please see the Requirements contained within, complete Participation Statement and submit electronically with your bid.

DUE DATE: Wednesday, May 27, 2015, 11:30 A.M.

BID SUBMITTAL: All bids must be submitted electronically. No bids shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

PERIOD OF CONTRACT: July 1, 2015 through June 30, 2016.

Dennis Madoni
Purchasing Agent
412-350-4489
DMadoni@AlleghenyCounty.us
Dear Bidder:

Enclosed is Allegheny County’s Invitation for Bid (IFB) for DOCKETS AND FOLDERS II. I ask that you please read the entire document and decide if you would like to submit a bid for the County’s requirements.

Allegheny County, with a population of approximately 1.3 million, is the second largest county in the State, and effective January 1, 2000 is a Home Rule county with an elected Chief Executive, an appointed County Manager and a 15-member County Council.

The Allegheny County Division of Purchasing and Supplies has taken a leadership role in public purchasing with a competent, professional and experienced staff who is committed to fair and open competition. We appreciate your interest in this solicitation and look forward to your participation.

There are three sections to this IFB: 1) your Bid, 2) the Specifications and 3) the Instructions to Bidders. All three sections will be incorporated into any resultant contract.

There are several things that will assist the County in processing and evaluating your bid, therefore it is important that all bidders:

- Submit a bid electronically. Hardcopy, email or facsimile submittals will not be accepted.
- If your company is not currently registered to submit bids electronically please visit www.govbids.com/scripts/papg/public/home1.asp and select “supplier registration” or call 800-835-4603.
- Complete and submit all attachments electronically with your bid. ie. MWDBE Plan or Waiver, Vendor Creation Form, W9 Form, ALL other documents relevant to the solicitation.
- Be sure that you submit your bid before the opening date and time as stated on the cover page.
- Provide points of contact.
- If a bid bond is required, make sure it is in the correct amount and properly signed. Be sure you have affixed the corporate seal.
- Be sure the bid has pricing submitted with decimal points.
- Indicate whether other government agencies are permitted to purchase under this Contract.

Sincerely,

John Deighan, CPCP
Chief Purchasing Officer

Revised 12/30/2010
NO BID SHEET

SPECIFICATION #7515

DOCKETS AND FOLDERS II

If your firm has chosen not to submit a bid for this IFB, please complete this form and mail or fax to:

County of Allegheny
Division of Purchasing and Supplies
Room 206 Courthouse
436 Grant Street
Pittsburgh, PA 15219
(412) 350-5883 Fax

Please check all items that apply:

[ ] Do not sell the item(s) required.

[ ] Cannot be competitive.

[ ] Cannot meet the Specifications highlighted in the attached Bid.

[ ] Cannot provide the Insurance required.

[ ] Cannot provide Performance Bond required.

[ ] Cannot comply with County Instructions to Bidders.

[ ] Job is too large.

[ ] Job is too small.

[ ] Cannot hold pricing for entire contract period.

[ ] Past problems with the County of Allegheny.

Please Explain: ____________________________________________________

[ ] County payment process is too slow.

[ ] Do not wish to do business with the County.

[ ] Other reason.

Please Explain: ____________________________________________________

COMPANY NAME: ____________________________________________________

CONTACT: __________________________ PHONE # ________________________
In accordance with the attached Specifications and Instructions to Bidders, we (or I) propose to furnish and **DELIVER F.O.B. Point of Delivery, DOCKETS AND FOLDERS II** at the prices referenced on the electronic bid submitted by our/my organization.

**WORKSHEET FOR REFERENCE PURPOSES ONLY – PRICING MUST BE SUBMITTED ONLINE OR BID WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES**

**GROUP 1: DEPARTMENT OF COURT RECORDS- CIVIL/FAMILY DIVISION**

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>15 Point Manila Legal Size Folder – GENERAL DOCKET - Court Records</td>
<td></td>
<td>25051</td>
<td>Kate Barkman 412-350-5175</td>
</tr>
<tr>
<td></td>
<td>▪ 2” capacity heat sealed fasteners in position #1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ End tabs are reinforced.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>▪ Color coded numbers on the end tabs visible from both sides.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>▪ “G” band at the top followed by the “16” year band then the sequential numbering: 00001 – 25000.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ Color coded numbering must be the same as the system in use now. (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).</td>
<td></td>
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<tr>
<td></td>
<td>▪ Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.</td>
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</tr>
<tr>
<td></td>
<td>▪ Sample must be provided and approved by the department contact person.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>#2</td>
<td>15 Point Manila Legal Size Folder – FAMILY DOCKET - Court Records</td>
<td></td>
<td>25067</td>
<td>Kate Barkman 412-350-5175</td>
</tr>
<tr>
<td></td>
<td>▪ 2” capacity, heat sealed fasteners in position #1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>▪ End tabs are reinforced.</td>
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<td>▪ Color coded numbers on the end tabs visible from both sides.</td>
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<tr>
<td></td>
<td>▪ “F” band at the top followed by the “16” year band then the sequential numbering: 00001-08500.</td>
<td></td>
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<tr>
<td></td>
<td>▪ Color coded numbering must be the same as the system in use now. (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).</td>
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<td>Contact</td>
<td>Qty.</td>
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</tr>
<tr>
<td>#3</td>
<td>15 Point Blue Letter Size Folder – ARBITRATION DOCKET - Court Records</td>
<td>20150</td>
<td>Kate Barkman 412-350-5175</td>
<td>7,500 EA</td>
</tr>
<tr>
<td></td>
<td>• 2” capacity heat sealed fasteners in position #1.</td>
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<td></td>
<td>• End tabs to be reinforced.</td>
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<td></td>
<td>• Color coded numbers on the end tabs visible from both sides.</td>
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<tr>
<td></td>
<td>• “A” band at the top followed by the “16” year band then the sequential numbering: Each 00001 – 07500.</td>
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<td></td>
<td>• Color coded numbering must be the same as the system in use now.</td>
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<td>(0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).</td>
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<td>• Sample must be provided and approved by the department contact person.</td>
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</tr>
<tr>
<td>#4</td>
<td>15 Point Orange Letter Size Folder – STATUTORY APPEAL - Court Records</td>
<td>25053</td>
<td>Kate Barkman 412-350-5175</td>
<td>1,500 EA</td>
</tr>
<tr>
<td></td>
<td>• 2” capacity heat sealed fasteners in position #1.</td>
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<td></td>
<td>• End tabs are reinforced.</td>
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<td>• Color coded numbers on the end tabs visible from both sides.</td>
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<tr>
<td></td>
<td>• “S” band at the top, followed by the “16” year band then the sequential numbering: 00001-01500.</td>
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<td></td>
<td>• Color coded numbering must be the same as the system in use now.</td>
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</tr>
<tr>
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<td>(0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).</td>
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<td>• Sample must be provided and approved by the department contact person.</td>
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</tr>
<tr>
<td>#5</td>
<td>15 Point Manila Letter Size Folder – LANDLORD TENANT - Court Records</td>
<td>25052</td>
<td>Kate Barkman 412-350-5175</td>
<td>1,500 EA</td>
</tr>
<tr>
<td></td>
<td>• 2” capacity heat sealed fasteners in position #1.</td>
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<tr>
<td></td>
<td>• End tabs reinforced.</td>
<td></td>
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<td></td>
<td>• Color coded numbers on the end tabs visible from both sides.</td>
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<tr>
<td></td>
<td>• “L” band at the top, followed by the “16” year band then the sequential numbering: 00001 – 01500.</td>
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<tr>
<td></td>
<td>• Color coded numbering must be the same as the system in use now.</td>
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</tr>
<tr>
<td></td>
<td>(0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).</td>
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<td>• Sample must be provided and approved by the department contact person.</td>
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</tbody>
</table>
### DEPARTMENT OF COURT RECORDS - WILLS/ORPHANS’ COURT DIVISION

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
</table>
| #6          | 15 Point Green Legal Size Folder – MORTGAGE FORECLOSURE - Court Records  
- 2” capacity heat sealed fasteners in position #1.  
- End tabs are reinforced.  
- Color coded numbers on the end tabs visible from both sides  
- “M” band at the top followed by the “16” year band then the sequential numbering: 00001 – 02000.  
- Color coded numbering must be the same as the system in use now (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).  
- Black lettering on the front of the folder including the seal of Allegheny County. For details, speak to the department contact person.  
- Sample must be provided and approved by the department contact person. | 28972 | Kate Barkman  
412-350-5175 | 2,000 EA |
| #7          | 15 Point Green Legal Size Folder - Court Records - Wills/Orphans’  
- 2” capacity heat sealed fasteners in positions #1 and #3.  
- End tabs are reinforced.  
- Color coded numbers on the end tabs visible from both sides  
- “16” year band at the top followed by the “02” band then the sequential numbering: 00001 - 08500  
- Color coded numbering must be the same as the system in use now (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).  
- Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
- Sample must be provided and approved by the department contact person. | 28973 | Kate Barkman  
412-350-5175 | 8,500 EA |

### DEPARTMENT OF COURT RECORDS - CRIMINAL DIVISION

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
</table>
| #8          | 15 Point Orange Legal Size File Folder - CRIMINAL FOLDERS - Court Records  
- Both sides of strip color coded (ACME) Mylar protected similar to existing with the exception that numbers printed on yellow should be filled in or outlined in black for easier visibility:  
- Bar coding must be printed on both side of strip label A/Az grade bar code.  
- 2” capacity heat sealed fastener in position #1  
- End tabs are reinforced.  
- “CR” band at the top followed by the “2016” year band then by barcoding styled as follows “CP02CR0000012016” then the sequential numbering: 00001 – 18000.  
- Barcoding must be read as a seven digit case number.  
- Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
- Sample must be provided and approved by the department contact person. | 28974 | Kate Barkman  
412-350-5175 | 18,000 EA |
<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#9</td>
<td>15 Point Orange Letter Size File Folder - SUMMARY APPEALS - Court Records</td>
<td>28975</td>
<td>Kate Barkman</td>
<td>3,250 EA</td>
</tr>
<tr>
<td></td>
<td>• 2&quot; capacity heat sealed fastener in position #1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|            | • Both sides of strip color coded (ACME) Mylar protected commencing with number 00001 to 03500. Numbers printed in yellow should be filled-in or outlined in black for easier visibility. End tabs are reinforced.  
|            | • “SA” band at the top followed by the “2016” year band then by barcoding styled as follows “CP02SA00000012016” then the sequential numbering: 00001 – 03250.  
|            | • Barcoding must be read as a seven digit case number.  
|            | • Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
|            | • Sample must be provided and approved by the department contact person.    |        |                          |       |
| #10        | 15 Point Orange Legal Size File Folder – MISCELLANEOUS FOLDERS - Court Records | 28977  | Kate Barkman             | 2,500 EA |
|            | • 2" capacity heat sealed fastener in position #1                           |        |                          |       |
|            | • End tabs are reinforced.  
|            | • “MD” band at the top followed by the “2016” year band then seven blank spaces for the manual application of numbers.  
|            | • Both sides of strip color coded (ACME) Mylar protected, similar to existing.  
|            | • Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
|            | • Sample must be provided and approved by the department contact person.    |        |                          |       |
| #11        | 15 Point Green Legal Size Folder - Court Records - Adoption                  | 30679  | Kate Barkman             | 250 EA |
|            | • 2" capacity heat sealed fasteners in positions #1 and #3.                 |        |                          |       |
|            | • End tabs are reinforced.  
|            | • Color coded numbers on the end tabs visible from both sides              |        |                          |       |
|            | • “A” band at the top followed by the “16” year band then the sequential numbering: 00001 - 00250  
|            | • Color coded numbering must be the same as the system in use now (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).  
|            | • Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
|            | • Sample must be provided and approved by the department contact person.    |        |                          |       |
| #12        | 15 Point Green Legal Size Folder - Court Records – Civil Commitment         | 30680  | Kate Barkman             | 1,500 EA |
|            | • 2" capacity heat sealed fasteners in positions #1 and #3.                 |        |                          |       |
|            | • End tabs are reinforced.  
|            | • Color coded numbers on the end tabs visible from both sides              |        |                          |       |
|            | • “CC” band at the top followed by the “16” year band then the sequential numbering: 00001 - 01500  
|            | • Color coded numbering must be the same as the system in use now (0: Green, 1: Pink, 2: Black, 3: Yellow [with black outline of the numbers], 4: Purple, 5: Red, 6: Gray, 7: Brown, 8: Blue, and 9: Orange).  
|            | • Black lettering on the front of the folder including the seal of Allegheny County. For detail speak to the department contact person.  
|            | • Sample must be provided and approved by the department contact person.    |        |                          |       |
### GROUP 2: MEDICAL EXAMINER

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#13</td>
<td>Kardex 2611004R Letter Size Varicolor 10.5 pt folder - Medical Examiner</td>
<td>30338</td>
<td>Tom Jakiela</td>
<td>13,000 EA</td>
</tr>
<tr>
<td></td>
<td>• Front Flap 11 3/8” W x 9” H</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Back Flap 12 1/4” W x 9 1/2” H</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Reinforced Top and End Tab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Two 2” bonded fasteners positions #1 and #7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Available in ten (10) colors, Red, Yellow, Pink, Green, Brown, Blue, Orange, Violet, Tan, and White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dyed Stock, tinted stock unacceptable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Factory attached Mylar label on each end tab to include year band and case number – MUST match existing color system code.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Folders to be warehoused by successful bidder at no additional charge to the County.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Factory attached Mylar label on top left tab of folder to include case number – MUST match case number on end tab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Notice – The folders can be shipped all at once in December 2014 with advanced notice.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#14</td>
<td>Year Bands for 2016 Penn Records Cat. No. PSF-138 VII - Medical Examiner</td>
<td>25058</td>
<td>Tom Jakiela</td>
<td>10 BX</td>
</tr>
</tbody>
</table>

### GROUP 3: DISTRICT ATTORNEY

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>#15</td>
<td>Legal size file folders - District Attorney</td>
<td>25060</td>
<td>Cynthia Adams</td>
<td>9,000 EA</td>
</tr>
<tr>
<td></td>
<td>• 14 point manila each with 2016 year band applied with two BF-2 bonded fasteners applied exactly as sample.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• .Boxes must be marked on outside for the numeric contents</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Numeric sequence to be from 00001 to 09000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Files must have pressure sensitive numbers</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Printing on both sides of file must be exact.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#16</td>
<td>Legal size file folders - District Attorney</td>
<td>30743</td>
<td>Cynthia Adams</td>
<td>9,000 EA</td>
</tr>
<tr>
<td></td>
<td>• 14 point manila each with 2016 year band applied with two BF-2 bonded fasteners applied exactly as sample.</td>
<td></td>
<td></td>
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<td>• .Boxes must be marked on outside for the numeric contents</td>
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<td></td>
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<tr>
<td></td>
<td>• Numeric sequence to be from 09001 to 18000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Files must have pressure sensitive numbers</td>
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<tr>
<td></td>
<td>• Printing on both sides of file must be exact.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>#17</td>
<td>Alpha labels, 1” high (Jeter) - District Attorney</td>
<td>30339</td>
<td>Cynthia Adams</td>
<td>1 EA</td>
</tr>
<tr>
<td>#18</td>
<td>Solid Color blocking labels - District Attorney</td>
<td>30340</td>
<td>Cynthia Adams</td>
<td>1 EA</td>
</tr>
<tr>
<td>#19</td>
<td>Letter Folders - District Attorney</td>
<td>25061</td>
<td>Cynthia Adams</td>
<td>4,000 EA</td>
</tr>
<tr>
<td></td>
<td>• Double ply, 14 point, equivalent to Jeter 224156 “Super Coder”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 11-3/8” by 9-1/2” front flap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 12-1/2” by 9/12” back flap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Reinforced end tab, front and back, with alignment marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2” bonded fastener in position 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Separate 3-1/2” by 9/16” name labels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Separate Mylar wrap around covers for name labels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#20</td>
<td>Legal Folders - District Attorney</td>
<td>25062</td>
<td>Cynthia Adams</td>
<td>1,000 EA</td>
</tr>
<tr>
<td></td>
<td>• 14 point, equivalent to Jeter 2441</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 14-1/2” by 9-1/2” front flap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 15-3/8” by 9/12” back flap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Reinforced end tab, front and back, with alignment marks</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### GROUP 4: JOHN J. KANE REGIONAL CENTERS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
</table>
| #21       | Manila Folders, or approved equal - Kane Regional Centers  
  • 11 Pt, 9-1/2” x 12-1/4”.  
  • Overall reinforced top and end tab with fasteners  
  • Expansion – 2” Tyvek gusset capacity  
  • Heat sealed in position #1 (top right) and #3 (top left). | 23381 | Natalie Lund 412-422-6807 | 1,500 EA |
| #22       | Yellow Folders, or approved equal - Kane Regional Centers  
  • 11 Pt, 9-1/2” x 12-1/4”.  
  • Overall reinforced top and end tab with fasteners  
  • Expansion – 2” Tyvek gusset capacity  
  • Heat sealed in position #1 (top right) and #3 (top left). | 23382 | Natalie Lund 412-422-6807 | 3,000 EA |

### GROUP 5: ALLEGHENY COUNTY JAIL

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>JDE #</th>
<th>Contact</th>
<th>Qty.</th>
</tr>
</thead>
</table>
| #23       | Manila Folder, - County Jail  
  • 11 point reinforced side tab, no fasteners. Printed front and inside front,  
  • Black ink  
  • Front 9” high x 11-1/2” (drop front)  
  • Back, 9-1/2” x 12-1/4” | 25063 | Sgt. Moore 412-350-2021 | 15,000 EA |
| #24       | Plain Manila Folder, - County Jail  
  • 11 point and inside front black ink  
  • Front 9” high x 11-1/2”, (drop front)  
  • Reinforced side tab, no fasteners  
  • Printed front and back 9-1/2” x 12-1/4” | 25064 | Sgt. Moore 412-350-2021 | 25,000 EA |
| #25       | Pink Folder, - County Jail  
  • 11 point reinforced side tab  
  • No fasteners  
  • Printed front and inside front black ink  
  • Front 9” high x 11-1/2”, back 9-1/2” x 12-3/4” (drop front) | 4702 | Sgt. Moore 412-350-2021 | 1,000 EA |
| #26       | Blue Folder, - County Jail  
  • 11 point reinforced side tab  
  • No fasteners  
  • Printed front and inside front black ink  
  • Front 9” high x 11-1/2", back 9-1/2” x 12-3/4” (drop front) | 4703 | Sgt. Moore 412-350-2021 | 1,000 EA |
| #27       | Green Folder, - County Jail  
  • 11 point reinforced side tab  
  • No fasteners  
  • Printed front and inside front black ink  
  • Front 9” high x 11-1/2", back 9-1/2” x 12-3/4” (drop front) | 4704 | Sgt. Moore 412-350-2021 | 1,000 EA |
| #28       | #AVA39M alphabetic labels – TOTAL 77,000 LABELS - County Jail  
  • 10,000 EA of F and W  
  • 5,000 EA of D and P  
  • 4,000 EA of J, M, Mc, and S  
  • 3,000 EA of Q  
  • 2,000 EA of A, B,C, E, G, H, I , K, L  
  • 2,000 EA of N, O R, TU, V, and XYZ | 25065 | Sgt. Moore 412-350-2021 | 1 EA |

**PERIOD OF CONTRACT: July 1, 2015 through June 30, 2016.**

The use of the name of a manufacturer or of any special brand or make in describing an item does not restrict bidders to that manufacturer. The means or the method used is simply to indicate the character or quality of the articles desired; however, the articles on which bids are submitted must be of such character or quality that they will serve the purpose for
which they are to be used equally as well as that specified. If bidding on other than the make, model or brand specified the manufacturer's name and catalogue reference must be given.

IF THESE SPECIFICATIONS ARE NOT CLEAR, OR YOU FEEL THEY ELIMINATE COMPETITIVE BIDDING IN AN UNFAIR AND UNNECESSARY MANNER, YOU MAY OBTAIN A BID PROTEST FORM BY CALLING 412-350-4489, or ON THE COUNTY'S WEB SITE http://www.county.allegheny.pa.us/forms/index.asp. THE BID PROTEST FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION, ROOM 206 COURTHOUSE, PITTSBURGH, PA 15219 OR FAX 412-350-5883, BY 12:00 P.M. ON THE MONDAY BEFORE THE BIDS ARE TO BE OPENED.
GENERAL INSTRUCTIONS TO SUPPLIERS

Purpose of Invitation for Bid

Separate and sealed Bids will be received electronically until 11:30 A.M., prevailing time, Wednesday, May 27, 2015, and will be publicly opened at 11:30 A.M., prevailing time, Wednesday, May 27, 2015, in the presence of the Chief Purchasing Officer of the Division of Purchasing and Supplies, or his designee, in Conference Room #1, first floor of the Allegheny County Courthouse, Pittsburgh, PA for DOCKETS AND FOLDERS II.

General Specifications for Dockets, unless otherwise specified:

All items listed under each Group must be bid on under these Specifications.

Samples are to be reviewed before bidding, please send samples to Division of Purchasing and Supplies, Allegheny County Courthouse, 436 Grant Street, Room 206, Pittsburgh, PA 15219 prior to bid opening.

Bidders are responsible for submitting proofs on all printed materials.

All items listed to be inside F.O.B. destination (to the specified address).

All items listed under these Specifications are subject to test after delivery.

In some cases, the successful bidder must store folders until they are needed, at no additional cost to the County.

Bidders must be able to provide additional folders if requested by Departments.

<table>
<thead>
<tr>
<th>Group</th>
<th>JDE#</th>
<th>Deliver to Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Court</td>
<td>28973</td>
<td>Department of Court Records, Basement City County Bldg., 414 Grant St., Pittsburgh, PA 15219. Inside delivery. The outside of each shipping carton</td>
</tr>
<tr>
<td>Records – Wills / Orphans’</td>
<td>30679</td>
<td>must list the numerical sequence contained inside and including CC, A and 02 designation.</td>
</tr>
<tr>
<td>Court Division</td>
<td>30680</td>
<td></td>
</tr>
<tr>
<td>Department of Court</td>
<td>20150</td>
<td>Department of Court Records, Rm. 229 City County Bldg., 414 Grant St., Pittsburgh, PA 15219. Inside delivery. The outside of each shipping carton</td>
</tr>
<tr>
<td>Records – Civil / Family</td>
<td>25051</td>
<td>must list the numerical sequence contained inside including the “A, G, L, M or S” designation.</td>
</tr>
<tr>
<td>Division</td>
<td>25052</td>
<td></td>
</tr>
<tr>
<td></td>
<td>25053</td>
<td></td>
</tr>
<tr>
<td></td>
<td>28972</td>
<td></td>
</tr>
</tbody>
</table>
SPECIFICATIONS for DOCKETS AND FOLDERS II

<table>
<thead>
<tr>
<th>Group</th>
<th>JDE#</th>
<th>Deliver to Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Court Records</td>
<td>25067</td>
<td>Department of Court Records, Rm. Suite 200, Allegheny Building, 429 Forbes Avenue, Pittsburgh, PA 15219 Inside delivery. The outside of each shipping carton must list the numerical sequence contained inside including the “F” designation.</td>
</tr>
<tr>
<td>Department of Court Records</td>
<td>28977, 28975, 28974</td>
<td>Department of Court Records, Rm. 229 City County Bldg, 414 Grant St, Pittsburgh, PA 15219. Inside delivery. The outside of each shipping carton must list the numerical sequence contained inside and the file type designation.</td>
</tr>
<tr>
<td>Medical Examiner</td>
<td>All items</td>
<td>Office of the Medical Examiner, 1520 Penn Avenue, Pittsburgh, PA 15222</td>
</tr>
<tr>
<td>District Attorney</td>
<td>All items</td>
<td>District Attorney, 303 Courthouse, 436 Grant St, Pittsburgh, PA 15219</td>
</tr>
<tr>
<td>JJ Kane Regional Center</td>
<td>All items</td>
<td>Kane Regional Center, Central Purchasing, 955 Rivermont Dr., Pittsburgh, PA 15207</td>
</tr>
<tr>
<td>County Jail</td>
<td>All items</td>
<td>Allegheny County Jail, 950 2nd Ave., Pittsburgh, PA 15219</td>
</tr>
</tbody>
</table>

Addenda and Modifications

Any changes, additions, deletions, or clarifications to the IFB are made by Bulletins (addenda). Any supplier in doubt as to the true meaning of any part of the IFB may request any interpretation thereof from the Issuing Office. At the request of the supplier, or in the event the Issuing Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Issuing Office. Such addendum issued by the Issuing Office will be sent to all suppliers receiving the original IFB and will become part of the IFB having the same binding effect as provisions of the original IFB. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the IFB due date.

All addenda, bulletins, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the County. Only information supplied by the Issuing Office in writing or in this IFB should be used in preparing bids. All contact that a supplier may have had before or after receipt of this IFB with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communications facility regarding this IFB should be disregarded in preparing responses. The County does not assume responsibility for the receipt of any addendum sent to suppliers. A copy of all addenda issued must be signed and submitted with your electronic bid.

Clarification of Requirements

It is the intent and purpose of the County that this IFB encourage competitive bids. It shall be the supplier’s responsibility to advise the Issuing Office if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notifications must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the due date. A review of such notification will be made.

Conflict of Interest

The supplier shall not accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County. By submitting their bid, the supplier certifies and represents to the County that the supplier has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged, information, recipient’s decision, opinion, recommendation, vote or any other exercise of discretion concerning this IFB.
Bid Submission

Bidders are required to submit bids electronically via http://www.govbids.com/scripts/papg/public/home1.asp No bids shall be accepted in person, by U.S. Mail, by private courier service, via oral or e/mail communication, telephone or fax transmission.

PERIOD OF CONTRACT: July 1, 2015 through June 30, 2016.

OPTION TO EXTEND
The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Contract or any part of the Contract for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Contract. This will be utilized to prevent a lapse in Contract coverage for the goods or services indicated on the Contract, and only for the time necessary to enter into a new Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract; all other terms and conditions of the extended Contract will remain in full force and effect.

RIGHT TO TERMINATE

The County retains the right to terminate any contract(s) resulting from this solicitation upon thirty (30) days written notice.

Veteran Owned Small Business – Allegheny County and the City of Pittsburgh have an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The County and City, therefore, requires that all prospective Contractors demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under County and City contracts. In order to demonstrate this good faith commitment, all prospective Contractors are required to complete and submit with their bids an MBE/WBE/Veteran Owned Solicitation and Commitment Form, which details the efforts made by the prospective Contractor to obtain such participation. Failure to submit an MBE/WBE/Veteran Owned Solicitation and Commitment Form will result in rejection of the bid.

A. Veteran-owned small business is defined by the County and City as a business having one hundred (100) or fewer full-time employees and not less than fifty-one (51) percent of which is owned by one (1) or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one (1) or more veterans, and the management and daily business operations of which are controlled by one (1) or more veterans. Vendor MUST provide proof of veteran ownership including percentage & name and address of business.

B. For contracts under one hundred thousand dollars ($100,000.00), veteran-owned small businesses shall be exempt from all bonding requirements.

C. THE ATTACHED FORMS (VETERAN OWNED SMALL BUSINESS PARTICIPATION STATEMENT AND VETERAN OWNED SMALL BUSINESS-WAIVER REQUEST) MUST BE COMPLETED AND SUBMITTED WITH ALL BIDS AND PROPOSALS. FAILURE TO SUBMIT THESE DOCUMENTS MAY RESULT IN THE REJECTION OF YOUR BID OR PROPOSAL.

D. Attach copy of vendor’s DD 214 discharge form to participation statement.

INSURANCE
The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A- by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

Automobile Liability. Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than $300,000 bodily injury each person, each accident and $300,000 property damage, or
$300,000 combined single limit – bodily injury and property damage.

**Commercial General Liability.** Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

**Professional Liability.** Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 each occurrence/aggregate and $1,000,000 excess liability, each occurrence/aggregate.

**Worker’s Compensation and Employers Liability.** The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

**Proof of Insurance.** The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

**Deductibles.** The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

**Additional Insured.** The County shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier’s insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the supplier operations under this agreement. Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

**Documents.** Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor’s role in the project. The parties stipulate that the supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.

The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

The Chief Purchasing Officer may waive or modify any of the insurance requirements at his discretion.
a. The Allegheny County Minority/Women and Disadvantaged Business Program (MBE/WBE/DBE) has established in connection with this contract, the goals of 13 percent of the original amount for the utilization of MBEs and 2 percent of the original contract amount for the utilization of WBEs. These goals remain in effect throughout the life of the contract. When the County awards the contract with less participation than the contract goals, good faith efforts should continue throughout the life of the contract to increase the M/W/DBE participation to meet the contract goals. A copy of the above program is attached and will be considered part of the contract documents.

b. M/W/DBE firms certified through the Pennsylvania Unified Certification Program (PA UCP) must be used for all County contracts funded by PennDOT or US DOT. Firms certified by the PA UCP or the PA DGS may be used on non-DOT funded contracts. M/W/DBE firms certified by entities other than the PA UCP or the PA DGS will be reviewed for acceptance on a case by case basis for non-DOT funded contracts.

c. Once a bid or proposal is determined to be the apparent winning bid or proposal, an M/W/DBE plan must be provided within seven calendar days after notification. If the plan is not acceptable or not submitted, the County will deem the bid or proposal non-responsive. The County will then request that the next apparent winning bidder or selected proposer provide an M/W/DBE plan. Thus, it behooves all proposers and bidders to formulate its M/W/DBE plan before submitting a bid or proposal.

A list of PA certified M/W/DBE firms can be found on the Internet at http://www.paucp.com and http://www.dgsweb.state.pa.us

A copy of above program is attached and will be considered part of the contract documents.

Further M/W/DBE Specifications can be found in the following section.

The County will purchase DOCKETS AND FOLDERS II as needed during the contract period.

The County reserves the right to reject any and all bids, also the right to waive any minor discrepancies in the bids when deemed to be in the best interest of the County.

"The successful bidder is required to comply with the Worker and Community Right to Know Act, 35 P.S. S7301 et seq. In addition to any requirements of the Act, the successful bidder shall supply the Purchasing Division with a copy of the Material Safety Data Sheet for each hazardous substance or hazardous mixture supplied."
MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION
REQUIREMENTS FOR BIDDERS AND PROPOSERS

1) MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) Goals
The County has established, in connection with this contract, the specified goals in the Bid Form for the utilization of MBEs and WBEs. These goals remain in effect throughout the life of the contract.

2) Policy
It is the policy of the County that Minority and Women Business Enterprises as defined in this Document and the Allegheny County MBE Participation Plan shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with County funds under this contract.

3) MBE and WBE Obligation
Take necessary and reasonable steps to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of County contracts.

4) Failure to Comply With MBE and WBE Requirements
Failure to carry out these requirements constitutes a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate. Failure to comply with MBE and WBE requirements will include but not be limited to failure to submit the Schedule of MBE and WBE Participation within the time requirements of these provisions for submission of required documents; failure to exert a reasonable good faith effort (as determined by the County for good faith efforts) to meet the established goals; failure to realize the MBE and WBE participation set forth in the approved Schedule of MBE and WBE Participation; or failure to submit the Schedule of MBE and WBE in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

5) Subcontracts
Include the provisions of the above paragraphs in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

6) Definitions
As used in this Document, the terms “Minority Business Enterprise,” “Women Business Enterprise,” “Minority,” and “Owned and Controlled” are defined below:

i) "Minority Business Enterprise" or "MBE" means a small business concern as defined in Small Business Act, 15 USC as amended:
   (a) Which is at least 51 percent owned by the one or more minority individuals, or, in the case of any corporation at least 51 percent of the stock of which is owned by one or more minority individuals and:
   (b) Whose management and daily business operations are controlled by one or more of the minority individuals who own it.

ii) "Women Business Enterprise" or "WBE" means a small business concern as defined in Small Business Act, 15 USC as amended:
   (a) Which is at least 51 percent owned by the one or more female individuals, or, in case of any corporation at least 51 percent of the stock of which is owned by one or more female individuals; and
   (b) Whose management and daily business operations are controlled by one or more of the female individuals who own it.
iii) **Minority** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act as amended. For convenience, these individuals and groups are referred to as “disadvantaged.” The County may make a rebuttable presumption that individuals in the following groups are minorities and socially and economically disadvantaged (use the certification appeals mechanism of 49 CFR, Part 26 as amended with respect to individuals alleged not to be minorities and socially and economically disadvantaged):

(a) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
(b) “Hispanic Americans,” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
(c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(d) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
(e) “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan and Bangladesh.

iv) **"Owned and Controlled"** means a business:

(a) Which is at least 51 percent owned by one or more minority or female persons, in case of a corporation, at least 51 percent of the stock of which is owned by one or more minority or female persons; and
(b) Whose management and daily business operations are controlled by one or more such individuals.

7) **Counting MBE and WBE Participation Towards MBE and WBE Goals**
The utilization of MBEs and WBEs is in addition to other equal opportunity requirements of the contract. Count MBE and WBE participation toward meeting MBE and WBE goals as follows:

(a) If a firm is determined to be an eligible MBE or WBE, the total dollar value of the contract awarded to the MBE or WBE counts toward the applicable MBE or WBE goal EXCEPT per provisions of this paragraph.
(b) Count toward the MBE and/or WBE goal(s) a portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership and control of the MBE and/or WBE participant(s) in the joint venture.
(c) Count the total dollar value of a contract with a business certified as both an MBE and WBE toward the WBE or the MBE goal but not to both. If a firm with such dual certification is employed, choose the goal to which the total contract value is to be applied.
(d) Count toward the MBE or WBE goal only expenditures to MBEs or WBEs that perform a commercially useful function in the work of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function,
the County will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(e) Suppliers:

(i) Count toward the MBE or WBE goal 60 percent of expenditures for materials and supplies required under the contract and obtained from an MBE or WBE regular dealer and count toward the MBE or WBE goal 100 percent of expenditures to an MBE or WBE manufacturer.

(ii) An MBE or WBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies to be purchased for the work.

(iii) An MBE or WBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

(iv) An MBE or WBE regular dealer is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. An MBE, WBE or DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

(v) MBE or WBE brokers and MBE or WBE packagers are not regarded as MBE or WBE manufacturers or MBE or WBE regular dealers within the meaning of these provisions.

(f) Count toward the MBE or WBE goal the following expenditures to MBE or WBE firms that are not MBE or WBE manufacturers or MBE or WBE regular dealers:

(i) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consulting or managerial services and assistance in the procurement of essential personnel and/or facilities.

(ii) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE or WBE hauler, MBE or WBE trucker, or MBE or WBE delivery service is not also the MBE or WBE manufacturer of or an MBE or WBE regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(iii) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Any services to be performed by an MBE or WBE agency are required to be readily identifiable to the project.

8) Action Required by Bidder(s) or Proposer(s) Prior to Award

The apparent low bidder or selected proposer MEETING or EXCEEDING the MBE and WBE goals must provide the following to the Director by 4:00 P.M. of the seventh (7th) calendar day after notification:

i) Schedule of MBE and WBE Participation The apparent low bidder or selected proposer must provide a list of M/W/DBE firms that they will work with to fulfill the MBE and WBE goals. The County reserves the right to contact any MBE/WBE firm(s) with regard to the authenticity of the documentation as stated on the Schedule of MBE/WBE Participation. Any evidence of fraudulent information submitted by the
apparent low bidder or selected proposer with regard to the MBE/WBE participation is subject to disbarment from County work and/or possible legal action.

Any apparent low bidder or selected proposer NOT MEETING the goals established by the County must submit documentation that demonstrates their good faith efforts to meet the MBE and WBE contract goals.

(1) You are expected to demonstrate good faith efforts by actively and aggressively seeking out MBE and WBE participation in the project to the maximum extent given all relevant circumstances. The following documentation represents the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive, and the County will consider other related factors and types of efforts that may be relevant:

(a) Documentation of efforts made to select portions of the work proposed to be performed by MBEs and WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to breaking down contracts into economically feasible units to facilitate MBE and WBE participation. Selection of portions of work shall equal or exceed the goals for MBE and WBE utilization specified in the contract.

(b) Written notification dated at least fifteen (15) calendar days prior to the opening of bids or proposals to individual MBEs and WBEs soliciting their participation in the contract as a subcontractor, regular dealer, manufacturer, consultant or service agency. Indicate in the notification the specific items or type of work involved.

(c) Written notification to minority, women and disadvantaged economic development assistance agencies and organizations that provide assistance in recruitment and placement of MBEs and WBEs of the type of work, supplies or services being considered by MBEs and WBEs on this contract. See Allegheny County's MBE/WBE Department website for partial listing.

(d) Documentation of efforts made to negotiate with MBEs and WBEs for specific items of work which should include the following:

   (i) The names, addresses, telephone numbers and e-mails of MBEs and WBEs who were contacted, along with the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MBEs and WBEs to determine with certainty whether the MBEs and WBEs were interested;

   (ii) A description of the information provided to MBEs and WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;

   (iii) A statement of why additional agreements with MBEs and WBEs were not reached;

(e) Documentation of contact with each MBE and WBE contacted but rejected and the reasons for the rejection.

(f) Documentation to certify the absence of any agreement between you and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or proposers.

(g) Documentation of efforts made to aid any MBEs or WBEs that need assistance in obtaining required bonding, insurance, or lines of credit required by you.

(h) Documentation to certify that qualified MBEs and WBEs are not available, or not interested.
(i) Documentation to certify attendance at any meetings scheduled by the County or others to encourage better Contractor-MBE/WBE relationships, forthcoming MBE and WBE utilization opportunities, etc.

(j) Documentation to certify advertisement in general circulation media, trade association publications, disadvantaged-focus media of interest for MBEs and WBEs and area of interest.

(k) Documentation of efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

(2) Consider the following NOT valid justification for failure to meet the MBE and WBE contract goals:

(a) Failure to contract with an MBE or WBE solely because the MBE or WBE was unable to provide performance and/or payment bonds.

(b) Rejection of reasonable MBE or WBE bid or proposal based on price alone.

(c) Equipment idled by contract with an MBE or WBE.

(d) Failure to contract with an MBE or WBE because the MBE or WBE will not agree to perform items of work at the unit price bid.

(e) Rejection of an MBE or WBE because of its union or non-union status.

(f) Failure to contract with an MBE or WBE because you normally would perform all or most of the work in the contract.

(g) Restricting efforts to mailing of letters.

(3) When the documentation required above is not provided by the apparent low bidder or selected proposer on request within the time specified, the bid will be rejected and the next apparent low bidder or selected proposer will be notified by the Director to provide their Schedule of MBE and WBE Participation by 4:00 P.M. of the seventh (7th) calendar day after notification.

9) Action to be Taken by the County before Award

If the apparent low bidder or selected proposer meets the MBE and WBE contract goals and other contract requirements, the County will award to that bidder or proposer.

i) To ensure that its MBE and WBE program benefits only firms owned and controlled by MBEs and WBEs, the County has established that eligibility of business enterprises as MBEs and WBEs or as joint ventures involving MBEs and WBEs will be based on the Small Business Act 15 USC as noted under its definitions.

ii) By identifying an entity as an MBE or WBE, you represent to the County that to the best of your knowledge, information, and belief, that entity so identified is certified as a MBE or WBE.

iii) The County will confirm your certification of MBEs and WBEs and reserves the right to make such an inquiry and require such substantiation as the County, in its discretion, deems appropriate to enable it to determine whether a given entity is an MBE or WBE or is eligible for certification as such. The apparent low bidder or selected proposer has the burden of proving that an entity identified is in fact certified as an MBE or WBE. If the MBE or WBE is in fact not certified or not eligible for certification, the apparent low bidder or selected proposer must prove that the error was made in good faith. The County may permit you, within ten (10) calendar days of notice of such an error, to identify new subcontractors, suppliers, or manufacturers
which are in fact certified as MBEs or WBEs or which qualify for certification prior to award or prior to the
MBE's or WBE's commencement of work.

iv) If the apparent low bidder or selected proposer meets the other contract requirements but fails to meet the
MBE and WBE contract goals, the County will review the apparent low bidder’s or selected proposer's MBE
and WBE data and its documentation of good faith efforts and diligent efforts to meet the MBE and WBE
contract goals. If its efforts are deemed satisfactory, the Director will recommend award.

v) If the County cannot accept the apparent low bidder’s or selected proposer's documentation of good faith
efforts, the bid will be considered non-responsive and the County will notify the bidder or proposer that its
bid is being rejected. The County will then notify the next apparent low bidder or selected proposer on the
project to provide to the Director the information required by 4:00 P.M. of the seventh (7th) calendar day after
notification. The bid or proposal and appropriate MBE and WBE data will be evaluated by the County. If the
County, during the review of the bidder’s or proposer's MBE and WBE data has questions, it will contact the
bidder or proposer for clarification.

10) **Action to be Taken by the County after Award**

To ensure that your obligations regarding MBEs and WBEs are met, the County will review your MBE and
WBE program and its implementation throughout the contract.

i) **Sanctions**: Upon completion of the work, the County will review the actual MBE and WBE participation
realized and make a determination regarding your compliance with these specifications:

ii) In the event you are found to be in non-compliance, the County may impose sanctions that it deems
appropriate.

iii) The County may impose sanctions for unwarranted shortfalls in the approved goal.

iv) Make appeals of sanctions imposed pursuant to the Certification Regulations.

11) **Action Required after Award**

If the County approves a Schedule of MBE and WBE Participation which is less than the MBE and WBE goals
of the contract, continued efforts to increase MBE and WBE participation must be made.

i) The bidder or proposer must ensure that the firms listed on the Schedule of MBE and WBE Participation
do not commence work until they are approved.

ii) If for any reason during the life of the contract it is necessary to replace an MBE or WBE that is unable to
perform successfully, make a good faith effort to recontract that work with another MBE or WBE or
subcontract other work items to MBE or WBE firms to make up the MBE or WBE shortfall. If the
projected MBE or WBE participation on an approved Schedule of MBE and WBE Participation exceeds
the goal amount for the contract without counting the amount committed to the defaulting MBE or WBE,
then no contract shortfall exists and you need not replace the defaulting MBE or WBE. In compliance with
the above adhere to the following procedure:

(a) Notify the County immediately in writing of the MBE's or WBE's inability to perform and intent
to obtain a substitute MBE or WBE if an MBE or WBE contract shortfall exists.

(b) When you learn an MBE or WBE is unable to perform successfully and the original schedule of
MBE and WBE Participation amount cannot be met, provide the County with a revised Schedule
of MBE and WBE Participation (show total paid/due, if any, to defaulting MBE or WBE) and
additional good faith efforts documentation by 4:00 P.M. of the seventh (7th) calendar day
thereafter. The County will evaluate this documentation. The County will contact you if it has
questions during its review of your good faith efforts documentation.
(c) During the seven (7) calendar day period plus an additional period for County processing of the revised schedule of MBE and WBE Participation, you may continue the defaulted work with your own workforce to maintain the scheduled progress of the work.

(d) If the County cannot accept your good faith efforts, or if you fail to comply with these provisions, it will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.

iii) When additional and/or extra work is necessary and the original contract amount exceeds $150,000, the MBE and WBE contract goals apply to that additional and/or extra work each time the cumulative net dollar value of additional and/or extra work either exceeds $100,000 or is greater than 10 percent of the original contract amount. Provide a revised Schedule of MBE and WBE Participation to the Director and comply with the following procedures:

(a) Contact qualified MBEs and WBEs and available MBE and WBE referral sources in an effort to contract the required percentage of the additional and/or extra work or subcontract other work items with MBEs and WBEs.

(b) Provide the Director with a revised Schedule of MBE and WBE Participation and good faith effort information by 4:00 P.M. of the seventh (7th) calendar day after notification that the additional and/or extra work is approved.

iv) The County will evaluate your good faith efforts information. Again, the County will contact you if it has questions during its review of your good faith effort information.

v) If the County cannot accept your good faith efforts, or if you fail to comply with these provisions, this will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.

vi) Bring to the attention of the County, in writing, any situation in which regularly scheduled progress payments are not made to MBE and WBE subcontractors, suppliers, or service agencies.

12) Records and Reports
Keep such records as are necessary to determine compliance with your MBE and WBE obligations. Design these records to indicate:

(1) The number of minority, women, disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies and the type of work or materials or services performed on or incorporated into the project.

(2) The progress and efforts made in seeking out minority, women, and disadvantaged contractor organizations and individual minority, women, and disadvantaged contractors for work on the project to increase the MBE and WBE participation and/or to maintain MBE and WBE participation levels on the Schedule of MBE and WBE Participation anytime a subcontractor, supplier, or service contract is contemplated during the life of the contract. Do this, as a minimum, anytime a contract with a subcontractor, regular dealer, manufacturer, consultant, or service agency is contemplated during the life of this contract.

(3) Documentation of correspondence, contacts, telephone calls, etc., to obtain the services of MBEs and WBEs on the project.

(a) Allegheny County uses an internet-based program that allows you to record payments to your subcontractors on contracts you have with the County. A link to the payment website will be sent to you via email along with your Prime Vendor ID Number. Simply update the County’s information regarding the payments you
have made to your subcontractors. The program is easy to access. You can update your records and it allows you to inform the County of your timely payments to your various sub vendors.

(1) **Prime vendors will be required to report on the 10th of each month the MBE and WBE participation paid in the previous month.**

(2) On completion of each MBE’s and WBE’s work, paid invoices or certification attesting to actual amount paid each MBE and each WBE and an explanation of the difference between actual amount paid and award amount, if any, must be provided.

(b) Maintain records for a period of 3 (three) years following acceptance of final payment.

(c) Make records available for inspection by the County.
1) **Specific Equal Employment Opportunity (EEO) Responsibilities**

**General** - To effectively implement specific EEO requirements, the following provisions pursuant to Executive Order 11246 and the General Conditions will apply to the performance of the Contract. Include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

i) **Equal Employment Opportunity Office** - Designate and make known to County contracting officers, an equal employment opportunity officer (EEO Officer) who shall have the responsibility for and be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

ii) **Dissemination of Policy** - Make members of staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, fully cognizant of, and fully involved in implementation of the equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. At a minimum take the following actions to ensure that the above agreement is met:

iii) Conduct periodic meetings of supervisory and personnel office employees before the start of work and not less often than once every six months thereafter to review and explain equal employment opportunity policy and its implementation. Insure that the EEO Officer or other knowledgeable company official conducts the meetings.

iv) Ensure that new supervisory or personnel office employees are thoroughly indoctrinated by the EEO Officer or other knowledgeable company official on your equal employment opportunity obligations within thirty (30) days following their reporting for duty.

v) Ensure that the EEO Officer or appropriate company official instructs personnel who are engaged in direct recruitment for the Contract in procedures for locating and hiring minority group employees.

vi) Take the following actions to insure that your equal employment opportunity policy is passed on to employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc:

1. Place notices and posters setting forth equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.

2. Bring equal employment opportunity policy and procedures to implement policy to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

vii) **Recruitment** - When advertising for employees, include in advertisements for employees the notation: "An equal Opportunity Employer." Publish such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the Contract work force would normally be derived.

viii) Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, identify, through the EEO Officer, sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred for employment consideration.
ix) Observe the provisions of valid bargaining agreements providing for exclusive hiring of referrals to the extent that the system permits compliance with equal employment opportunity contract provisions (the U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).

x) Encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to employees. Discuss information and procedures with regard to referring minority group applicants with employees.

xi) Personnel Action - Establish and administer wages, working conditions, and employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, or national origin. Adhere to the following procedures:

xii) Conduct periodic inspections of Contract sites to ensure that working conditions and employees facilities do not indicate discriminatory treatment of Contract site personnel.

xiii) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

xiv) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, include all affected persons in such corrective action.

xv) Promptly investigate all complaints of alleged discrimination in connection with obligations under the contract; attempt to resolve such complaints, and take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, take corrective action to include such other persons. Upon completion of each investigation, inform every complainant of his avenues of appeal.

xvi) Training and Promotion - Assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

xvii) Consistent with work force requirements and as permissible under Federal and State regulations, make full use of training program, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a Provision for trainees is provided in the Supplementary Conditions, this subparagraph will be superseded.

xviii) Advise employee and applicants for employment of available training programs and entrance requirements for each.

xix) Periodically review the training and promotion potential of minority group and women employees and encourage eligible employees to apply for such training and promotion.

xx) Unions. If reliant in whole or in part upon unions as a source of employees, use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Take actions either directly or through a Contractor's association acting as agent to include:

xxi) Use of best efforts to develop, in cooperation with unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing
the skills of minority group employees and women so that they may qualify for higher paying employment.

xxii) Use of best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

xxiii) Obtaining information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information, so certify to the County and set forth what efforts have been made to obtain such information.

xxiv) In the event the union is unable to provide a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, fill, through independent recruitment efforts, the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)

xxv) In the event that union referral practices prevent your meeting the requirements of these Supplementary Conditions, immediately notify the County.

xxvi) Subcontracting. Use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Obtain lists of approved MBE & WBE firms from the County.

xxvii) Use best efforts to ensure subcontractor compliance with these equal employment opportunity obligations.

xxviii) Records and Reports. Keep records as are necessary to determine compliance with the equal employment opportunity obligations. Design the records to indicate:

xxix) The number of minority and non-minority group members and women employed in each work classification on the Contract.

xxx) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applies only to contractors who rely in whole or in part on unions as a source of their work force).

xxxi) The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

xxxii) The progress and efforts being made in securing the services of minority group subcontractor or subcontractors with meaningful minority and female representation among their employees.

xxxiii) Retain records for a period of three years following completion of the contract work and make records available at reasonable times and places for inspection by authorized representatives of the County.

xxxiv) Submit a report each month after the contract begins for the duration of the Contract, indicating the work hours, number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. Report this information on County Form MBE/WBE Status Report, in accordance with the instructions included thereon.
xxxv) **E.E.O. Covered Area.** For the purpose set forth in these Supplementary Conditions and Executive Order 11246 the covered area for this Contract is as follows:

xxxvi) For Contractors who are signatory to the Hometown Plan the covered area is Allegheny County, which is within the Economic Area of Pittsburgh, PA., as listed in Appendix C of Executive Order 11246, which is attached to these Specifications.

xxxvii) For Contractors who are NOT signatory to the Hometown Plan the covered area is Allegheny County which is within the Economic Area of Pittsburgh, PA and shall be included under the Pittsburgh, PA 6.3 percent goal in Appendix B of Executive Order 11246.
PREAMBLE - (Bidder: You are advised to review the instructions, general rules and conditions which follow as they apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the Division of Purchasing and Supplies, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder’s own risk and relief cannot be secured on the plea of error.)

Subject to Commonwealth of Pennsylvania and local laws, policies, resolutions and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the Division of Purchasing and Supplies will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1) SIGNATURES –
   a) If you are trading as an individual, you must insert your full name, business address and residence address in the body of the bid and you must sign on the line indicated for individual principal.

   b) If you are trading as a partnership, individual names of all the partners must appear in the body of the bid and all members of the partnership must execute the bid on the lines indicated for partnership principals. If needed, additional lines may be added on the signature page. Be sure to include your full business address.

   c) If you are trading as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be signed by the president (or vice-president) and attested by the official secretary (or assistant secretary) and the corporate seal must be affixed on the lines indicated for corporate principal. If the contract is executed or attested by any other than the officers set forth, the bid must be accompanied by a power of attorney carrying certification of current date. The Power of Attorney may have either a live or a facsimile signature. If the corporation has no corporate seal or it is unavailable, a handwritten or adhesive seal shall appear following the corporate name with a statement that no corporate seal exists or that it is unavailable.

   d) A corporation must also complete a certificate of corporate principal for the persons executing the bid, which must be signed by the secretary, and the corporate seal affixed. Instead of such certification, you may attach corporate records indicating authority of the person signing, which must be certified by the secretary or assistant secretary with corporate seal affixed, to be true copies.

2) UNIQUE BIDS - No bidder may submit more than one bid for the same item, nor may he submit multiple bids by or through the agency of any partner, employee or other entity. If a bidder does submit more than one bid, the County will only consider for award the last bid received.

3) BID SUBMISSIONS – All bids must be submitted electronically. No bids shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

4) VIEWING OF BIDS AND CONFIDENTIALITY - Bids shall be subject to viewing by bidders and the public by appointment and, after tabulation, at the Division of Purchasing and Supplies. All pricing and documents submitted by bidders to the County shall be considered public documents and open and available for public viewing and copying.

5) BID ALTERATIONS –
   a) Any alterations and/or deletions to the bid form as received by Allegheny County shall be grounds for rejection of the bid, in whole or in part. In completing the bidding documents, bidder should not add, delete or vary any of the terms or conditions of any documents prepared by the County. If the bidder makes any substantial changes in any of the documents, the County shall reject the bid. If the bidder makes insubstantial changes, the County may, in its
discretion, either reject the bid or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original bidding documents. Bidder warrants that all goods and services described by bidder in its bid and all samples submitted by bidder to the County shall conform to the specifications. The Chief Purchasing Officer may waive insubstantial errors in the bid and specifications.

b) Bidder is permitted to scan bidding documents, in order to computer generate responses. Bidder shall not in any way change or alter any of the text of the document, however any necessary changes, revisions or clarifications, should be noted in parenthesis at the end of the text. If there are any discrepancies, the original County text shall prevail.

6) **BID ERRORS** – If a Bidder submits a bid with a price that is patently incorrect, such that a “reasonable person” would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the County the reason for the mistake and request that the County not consider the bid or line item for award.

7) **SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS)** - If any alleged errors are noted in the bid specifications, bidder should immediately notify the County and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted electronically with the suppliers bid.

8) **CLARIFICATION** – The County reserves the right to request clarification of any bid before bid award.

9) **BID PRICES HELD** - Contracts shall be awarded within ninety (90) days of the bid opening unless an extension is agreed to, in writing, between the bidder and the County.

10) **ASSIGNMENT** - Bidder shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Chief Purchasing Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and bidder shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that bidder would have been obligated if no assignment or delegation had been made.

11) **QUALIFIED BIDDERS** - All bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

12) **SAMPLES**

a) By submitting a bid, the bidder agrees to deliver to the County, at the County’s request and at no cost to the County, samples of any or all items upon which the bidder bid. Said samples shall not be returned to the bidder. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County otherwise would have with respect to the quality of goods or workmanship. County shall specify the quantity of samples. If bidder inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the bidder shall provide a detailed written explanation to the County and have a legitimate reason for the exchange. The bidder shall have only one opportunity to perform such an exchange.

b) County, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within bid specification. County shall indicate to bidder that it desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines shall be followed:

1. Laboratory/testing facility used shall be pre-approved by County;
2. Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
3. County and bidder shall immediately communicate upon County’s request for testing to determine which laboratory/testing facility shall be used, as well as the time frame in which tests are to be conducted and reported to County;
4. The laboratory which tests the samples shall report its results directly to both County and bidder.
13) **PRE-PRINTED TERMS AND CONDITIONS** – Bidder’s pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder’s specifications material and contract documents shall be disregarded and have no effect.

14) **NEW MATERIAL** - Unless otherwise provided in the specifications, all goods to be supplied to the County shall be from new, unused, current stock.

15) **ESTIMATED QUANTITIES** - Unless otherwise provided in the specifications, any references in the specifications to quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all.

16) **DELIVERY POINT** - Unless otherwise provided in the specifications, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania, which the County may designate. All deliveries are to be F.O.B. point of delivery.

17) **DELIVERY TIME** - Unless otherwise provided in the specifications, the successful bidder shall provide all goods and services within thirty (30) days from the date of the County's request therefore.

18) **FIRM, FIXED PRICING** - Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged. In arriving at the bid price, the bidder shall take into consideration all discounts for cash and all other credits and allowances. Any discount or other uncalled for allowance quoted will not be considered in making the award and may be the cause for the rejection of the bid.

19) **PROMPT PAYMENT DISCOUNT** –
   a) Unless otherwise specified in this solicitation, prompt payment discounts requiring payment in fewer than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
   b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the supplier does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
   c) For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

20) **LATE INVOICES** – For any award resulting from this invitation for bid, bidder shall submit invoices to the County within 90 days of delivery of goods or completion of services. County reserves the right to reject and not pay any and all invoices that are submitted more than 90 days after delivery of goods or completion of services.

21) **PRICE EXTENSION DISCREPANCIES** - In case of discrepancy between the prices listed by the bidder for separate items or single units, and the total price, the item or unit prices shall prevail.

22) **TAX EXEMPT** - The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, bidder should not include any such taxes in its calculations or in the prices bid.

23) **CONFORMANCE TO SPECIFICATIONS** - Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or “as per sample”, the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.

24) **AWARD CRITERIA AND BASIS FOR REJECTION** - Unless otherwise provided in the specifications, the County may award on an item-by-item basis, on a lump sum basis or on a combination of items basis, whichever is in
the best interest of the County. The successful bidder shall be the lowest responsible, responsive bidder meeting specifications, with full consideration of cost, quality and performance. Such considerations may include, but not be limited to: superior product quality or functionality; demonstrated experience and whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; special skills; staff training and financial strength. The Chief Purchasing Officer reserves the right to award on a “multiple-criteria” or "best-value" basis.

a) The County reserves the right to reject the bid of any bidder who has previously failed to perform satisfactorily any obligations to the County or is otherwise deemed not to be a responsible bidder.

b) The County reserves the right to reject all bids, if it determines that such rejection is in the best interest of the County.

25) PIGGYBACKING - It is understood that the goods and services described in the specifications may be purchased by the County and any other municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the bidder.

26) SOLICITATION ONLY – This Invitation for Bid is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

27) WORKMEN'S COMPENSATION ACT - Bidder agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.

28) FATAL BID ERRORS – The following errors shall be deemed fatal and render the bid void:

   a) Failure to sign the bid, or bond or both,
   b) If the signatures are those of unauthorized persons, or
   c) If there is no stated pricing.

All other errors are waivable at the sole discretion of the County if such errors would not invalidate a fair and just competitive bidding procedure free of favoritism and fraud and a common standard for all bidders.

29) BID AND PERFORMANCE BONDS - Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check, banker's check or an irrevocable letter of credit in the amount required. Whenever a performance bond is required, the successful bidder shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

30) MBE AND WBE CONSIDERATIONS - In accordance with Section 911.03 C. of the Allegheny County Administrative Code, the County wishes to contract with and asks that, unless otherwise prohibited in the specifications, its bidders consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Bidders may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Bidders are encouraged to contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises at 412-350-4309 or review the web site at www.county.allegheny.pa.us/mwde/index.asp for assistance in identifying qualified MBE and WBE firms.

31) CONTRACT - By submitting a bid, the bidder warrants that if the County makes an award to the bidder, bidder shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), specifications, and these General Conditions and Instructions to Bidders. If no bid bond or substitute is required and bidder fails or refuses to execute the required documents within
thirty (30) days after award by County, bidder shall pay to the County the difference in the amount specified in bidder's bid and the amount County shall pay to fulfill the specifications.

32) **INELIGIBLE SOURCE LIST** – In accordance with Section 3.7 of the Allegheny County Purchasing Manual, the Chief Purchasing Officer has established an Ineligible Source List. The following may be reasons to place a company on the Ineligible Source List:

a) Any company who submits a bid or proposal in bad faith,
b) Any company who willfully or repeatedly breaches a contract with the County,
c) Any company who refuses to accept an award, or
d) Any supplier who has established a pattern or practice of unethical or immoral business practices.

33) **STEEL PRODUCTS** - In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States of America, as defined therein, shall be used or supplied in the performance of the contract.

34) **BRAND NAME OR EQUAL ITEMS** – Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

35) **"BUY AMERICAN" POLICY** – As required in Section 911.03 C. of the County Administrative Code, for the purchase or procurement of materials, supplies, furnishings, equipment or other personal property and non-professional services, the guideline to govern the County’s "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American” Policy are:

a) If the items are not available in the U.S. in commercial quantities of good quality,
b) If the cost of the domestic items is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
c) If a purchase has a value of $30,000 or less,
d) If the Chief Purchasing Officer decides that it is in the County’s best interest to waive the "Buy American" policy.

36) **FORCE MAJEURE** – Neither bidder nor the County shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an award resulting from this invitation for bid is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.

37) **INDEMNIFICATION CLAUSE** –

a) Bidder agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Directors, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation. Bidder further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor. Bidder’s obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys’ fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.
b) Bidder shall give to County prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.

38) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) RECIPROCAL ASSURANCES

Pursuant to Federal Regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 and 164, hereinafter "Regulations", the Parties understand and agree that based upon the duties and responsibilities entered into under this agreement, the definition of "Covered Entity" and “Business Associate" as defined in the above cited act may apply to either or both Parties.

If and when Personal Health Information is exchanged between the Parties and one party is acting as a Business Associate to a Covered Entity the following will apply:

In furtherance and compliance with the above, the Parties agree as follows:

General Duty of Confidentiality  Business Associate hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of Covered Entity and, where required, the client. Business Associate will protect all such information and treat it as strictly confidential. Business Associate agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, Standards for Privacy of Individually Identifiable Health Information. Any violation of this paragraph shall be considered a material breach of this Agreement.

Use and Disclosure of Protected Health Information Business Associate is hereby permitted to use or disclose Protected Health Information for the proper management and administration of Business Associate’s business, and/or to carry out the legal responsibilities of the Business Associate. Proper management and administration of Business Associate’s business does not include the use of Protected Health Information, or the identity of Kane’s clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Business Associate at any time disclose to a third party Protected Health Information for its proper management and administration, or to carry out its legal responsibilities, Business Associate agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to Business Associate any instances of a breach of confidentiality of which the third party is aware.

Appropriate Safeguards Business Associate agrees to maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. Business Associate further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

Agent and Subcontractors Business Associate hereby agree to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this Agreement that apply to Business Associate with respect to such Protected Health Information.

Reporting of Improper Uses and/or Disclosures Business Associate agrees to immediately report to Covered Entity any use or disclosure of Covered Entity’s Protected Health Information and/or the identity of Covered Entity’s clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

Availability of Information Maintained by Contractor Business Associate hereby agrees to make available any of Covered Entity’s Protected Health Information, immediately upon Covered Entity’s request, for purposes of ensuring the right of access of clients to their own health information.
Amendments Business Associate shall make available to Covered Entity, upon request, any Protected Health Information for which Covered Entity has agreed to make and/or has made any amendments. In such cases, Business Associate agrees to incorporate all such amendments made by Covered Entity, to the information maintained by Business Associate.

Accounting Business Associate shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to properly be generated pursuant to the Regulations. Upon request of Covered Entity, such records shall be made available by Business Associate to Covered Entity for purposes of providing an accounting of disclosures pursuant to the Regulations.

Availability of Internal Practices, Books, and Records Business Associate hereby agrees to make all of its internal practices, books, and records relating to the use and disclosure of the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human Services or Covered Entity, for purposes of determining whether Covered Entity is complying with the above-referenced Regulations.

Maintenance of Protected Health Information Upon Termination of Agreement Upon the termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Business Associate, with the consent of Covered Entity, may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction, including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Business Associate completing such destruction is immediately provided to Covered Entity. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist. If Business Associate believes that such a return or destruction is not feasible for any reason, Business Associate must contact Covered Entity to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Confidentiality Business Associate agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosures. In addition, Business Associate agrees to guard the confidentiality of resident information. Access to all individually identifiable information relating to residents that is obtained by Business Associate shall be limited by Business Associate to persons or agencies that require the information in order to perform their duties in accordance with this contract, and to such others as may be authorized by Covered Entity in accordance with applicable law.

No other party shall be granted access to confidential information unless the party complies with the requirements of Federal and State laws and regulations pertaining to such access. Covered Entity shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. Business Associate shall retain the right to use information for its Quality Improvement/Assurance and/or Utilization Management programs, subject to the requirements of this clause.

Business Associate agrees to take reasonable steps to ensure the physical security of data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access; limited access to input documents and output documents; and design provisions to limit use of resident names.
Business Associate agrees to inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.

Upon the termination of this Agreement, Business Associate may not use any such data or any material derived from the data for any purpose not permitted by law. Where so instructed by Covered Entity, Business Associate must destroy such data or material if permitted by law.

Termination of Agreement In the event of Business Associate’s failure to conform to the requirements set forth in this Agreement, Covered Entity may immediately terminate this Agreement, notwithstanding provisions described elsewhere in this Agreement.

39) ANTI-SWEATSHOP PROVISIONS

By submitting an electronic bid, the Supplier certifies that nothing has come to its attention that would lead it to believe that any of the goods or products provided herein were made under sweatshop conditions, as defined by Part 9, § 5-903.02 as amended, of Article 903 of the County’s Administrative Code (Ordinance Number 08-07-OR)

If the County is presented with information that would lead the County to reasonably believe that the Supplier or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the County that where made under sweatshop condition, upon request of the County, the Supplier shall disclose information, data and materials reflecting Supplier’s practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-Sweatshop provisions of the County’s Administrative Code.

40) EXAMINATION OF FINANCIAL RECORDS

Bidder/Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Bid/Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Bid/Agreement. The Bidder/Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Bidder/Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Bidder’s/Contractor’s books, records, program and financial records, documents and other evidence pertaining to services provided under this Bid/Agreement shall be preserved and made available for a period of three (3) years following the termination of this Bid/Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Bidder’s/Contractor’s books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Bidder/Contractor, to the County’s sole satisfaction, within thirty (30) days after the Bidder’s/Contractor’s receipt of written notice of such deficiencies. Failure of the Bidder/Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Bid/Agreement and, at the County’s sole discretion, may result in the County withholding future payments.

JD Revised 1/2011
REQUEST FOR EXECUTIVE ACTION
EA Title: 7515 - Dockets and Folders II - Award
Originating Department: Administrative Services

### Summary:
Award contract for DOCKETS AND FOLDERS II, Specification Number 7515.

### Explanation:
On the bid opened on May 27, 2015 for DOCKETS AND FOLDERS II, Specification Number 7515, John Deighan, Chief Purchasing Officer upon the recommendation of Ron Shankle Administrative Manager, Department of Court Records and Natalie Lund, Manager of Purchasing Services, Kane Regional Centers, requests that a contract be awarded to the lowest, responsive, responsible bidder meeting the specifications.

The bidder is TAB Products Co, LLC dba Jeter Systems.

The period of contract shall be for one (1) year, beginning, July 1, 2015 through June 30, 2016.

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CC: Controller
Law Department
Budget & Finance

☑ Approved as Submitted

Certified and Sealed: Electronically Approved

William McKain
County Manager
08/05/2015
Date of Award
August 5, 2015

Made and Entered into this twenty-third day of August, 2015, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “County” and

TAB Products, Co. LLC, dba Jeter Systems, a Delaware Corporation having its principal place of business hereinafter referred to as “Contractor”.

605 Fourth Street, Mayville, WI 53050

Having determined that Contractor is the lowest responsive, responsible Bidder meeting the aforementioned specifications;

NOW THEREFORE, County and Contractor agree as follows:

1. In accordance with the terms and conditions of the Advertisement, Instructions to Bidders, Specifications and Bid Number 7515 Letter of Award on file in the office of the Controller of Allegheny County, and Allegheny County Executive Action Number 6297-15, dated August 5, 2015 Contractor agrees to furnish, supply and deliver to County the following goods and/or services:

Dockets and Folders II

2. The term of the contract shall be:
   July 1, 2015 through June 30, 2016

3. A PERFORMANCE BOND:
   A performance bond is not required for this contract.

If a performance bond is required, Contractor represents and warrants that it has delivered to County a Performance Bond in the amount and in accordance with the terms and conditions of the Advertisement, Instructions to Bidders, Specifications, and Bid.

4. Contractor is advised not to make any deliveries of goods until expressly directed to do so through a purchase order issued by the Division of Purchasing and Supplies or a telephone call to supply in an emergency situation.

5. In the event that Contractor refuses or fails for any reason to perform any of its obligations pursuant to this Agreement, County may, at its option, terminate this Agreement, and County shall be obligated to pay Contractor only for goods delivered and services performed prior to termination. In addition, County may, whether or not it terminated this Agreement, pursue any additional remedies, at law or in equity, which may be available, including set-off.

6. In consideration of the faithful performance of the Agreement by Contractor, County agrees to pay, or cause to be paid to Contractor, the sum set forth in the Bid.

7. Contractor agrees to protect, defend and indemnify and hold harmless County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person, or for damage to the property of any person or persons, caused by or arising directly out of any activity undertaken by Contractor pursuant to this Agreement. Contractor further agrees to protect, defend, indemnify, and hold harmless County from and against any claims or liability for compensation under the Workmen’s Compensation Act arising out of injuries by any employees of Contractor, or of any licensees, contractors, or sub-contractors of Contractor. Contractor’s obligations to protect, defend, indemnify, and hold harmless County, shall include any and all attorney’s fees incurred by County in the defense and/or handling of said suits, demands, judgments, liens, claims and the like, and all attorney’s fees and investigation expenses incurred by County in enforcing and/or obtaining compliance with the provisions of this Paragraph.

8. It is agreed and understood that this Agreement shall be interpreted and construed according to Pennsylvania law, and that Pennsylvania law shall apply to all aspects of performance hereunder.

IN WITNESS WHEREOF, this Agreement is duly signed and sealed on the day and year first above written, by the parties hereto, who intend to be legally bound hereby.

ATTEST:

[Signatures]

APPROVED:

John Deighan, Division of Purchasing and Supplies

APPROVED AS TO FORM:

[Signatures]

APPROVED AS TO PURPOSE AND AWARD ONLY:

[Signatures]

RECORDED: Minute Book Volume [Signature]
**CONTRACT AWARD**

For

**DOCKETS AND FOLDERS II**

TAB Products Co., LLC
dba Jeter Systems
605 Fourth Street
Mayville, WI 53050

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## CONTRACT AWARD for DOCKETS AND FOLDERS II

**SPEC# 7515**

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<td>9</td>
<td>28975</td>
<td>Group 1: 15 Point Orange Letter Size File Folder - SUMMARY APPEALS - Court Records - See Specification for Details</td>
<td>EACH</td>
<td>3250</td>
<td>$0.3038</td>
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<td><strong>Brand Requirement:</strong> All Brands are Acceptable</td>
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<td>Group 1: 15 Point Orange Legal Size File Folder – MISCELLANEOUS FOLDERS - Court Records - See Specification for Details</td>
<td>EACH</td>
<td>2500</td>
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<td>11</td>
<td>30679</td>
<td>Group 1: 15 Point Red Legal Size Folder - Court Records - Adoption - See Specification for Details</td>
<td>EACH</td>
<td>250</td>
<td>$0.3244</td>
<td>$81.10</td>
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**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11203-03-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11209-03-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11204-06-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11205-06-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11206-06-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11205-06-FPGL

**Quoting Brand Below:**

TAB Products Co, LLC dba Jeter Systems J11285-03-FPGL
### CONTRACT AWARD for DOCKETS AND FOLDERS II

**SPEC# 7515**

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<td>12</td>
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**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - J11208-03-FPGL

| 13   | 30338 | Group 2: Kardex 2610004R Letter Size Varicolor 10.5 pt folder - Medical Examiner - See Specification for Details | EACH | 13000 | $0.4038   | $5,249.40 |

**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - J10783-**K-CC-CC

| 14   | 25058 | Group 2: Year Bands for 2016 Penn Records Cat. No. PSF-138 VII - Medical Examiner | BOX  | 10  | $1.46      | $14.60    |

**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - 2016YB-5M

| 15   | 25060 | Group 3: Legal size file folders - District Attorney - See Specification for Details | EACH | 9000 | $0.3136    | $2,822.40 |

**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - J1127M-B13P14T-GL

| 16   | 30743 | Group 3: Legal size file folders - District Attorney - See Specification for Details | EACH | 9000 | $0.3136    | $2,822.40 |

**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - JT1127M-B13P14T-GL

| 17   | 30339 | Group 3: Alpha labels, 1” high (Jeter) - District Attorney                     | EACH | 1   | $3.68      | $3.68     |

**Brand Requirement:**
- All Brands are Acceptable

Quoting Brand Below:
- TAB Products Co, LLC dba Jeter Systems
  - 8950
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<td>Group 3: Solid Color blocking labels - District Attorney</td>
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<td>Group 3: Letter Folders - District Attorney - See Specification for Details</td>
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<td>Group 3: Legal Folders - District Attorney - See Specification for Details</td>
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<td>Group 4: Manila Folders, or approved equal - Kane Regional Centers - See Specification for Details</td>
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<td>22</td>
<td>23382</td>
<td>Group 4: Yellow Folders, or approved equal - Kane Regional Centers - See Specification for Details</td>
<td>EACH</td>
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<td>23</td>
<td>25063</td>
<td>Group 5: Manila Folder, - County Jail - See Specification for Details</td>
<td>EACH</td>
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<td>24</td>
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<td>Group 5: Plain Manila Folder, - County Jail - See Specification for Details</td>
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<td>26</td>
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<td>Group 5: Blue Folder, - County Jail - See Specification for Details</td>
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<td>27</td>
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<td>Group 5: Green Folder, - County Jail - See Specification for Details</td>
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<td>28</td>
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<td>Group 5: #AVA39M alphabetic labels – TOTAL 77,000 LABELS - County Jail - See Specification for Details</td>
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**PERIOD OF CONTRACT:** July 1, 2015 through June 30, 2016.

YOU ARE ADVISED NOT TO MAKE ANY DELIVERIES OF GOODS OR OTHERWISE BEGIN PERFORMANCE UNTIL EXPRESSLY DIRECTED TO DO SO BY THE ALLEGHENY COUNTY’S PURCHASING DIVISION THROUGH A PURCHASE ORDER.

Your performance, when it begins, shall conform with the terms of your contract proposal and the County’s Instruction to Bidders.

The bidder agrees to make this contract available to the Councils of Government, Municipalities and School Districts within Allegheny County at the prices quoted under this specification.

The bidder agrees to make this contract available to all political sub-divisions and authorities of the Commonwealth of Pennsylvania all items contained in this bid at the prices quoted under this specification.

**BIDDER:** Certificate of Compliance should be attached to the packing slip when needed or requested.

**RECEIVING DEPARTMENT:** Certificate of Compliance should then be attached to the packing slip and evidence of receipt should be entered into JD Edwards, the County’s ERP system.
DELIVER F.O.B.

CONTACT PERSON:       Barbara Jeter/ 605 Fourth Street, Mayville, WI 53050/ phone: 724-695-8450 Ext. 297/
or 412-670-1936 fax: 724-695-8462/ bjeter@jetersystems.com

REMIT TO:              Kelly Eschenfelder/ 24923 Network Place, Chicago, IL 60673/ phone: 920-387-1786/
                        fax: 920-387-1821/ keschenfelder@tab.com