



*John P. Kelly, Director
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Barbara Jo Crea, Commissioner
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*Michael J. Fiure, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

BID

SPECIALTY PAPER AND PAPER PRODUCTS NO. II

2022

***ADVERTISEMENT DATE: May 18, 2022
OPENING: June 1, 2022, 11:00 am***

Bid Category: 20- Paper, Printing Equipment, and Related Products and Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **SPECIALTY PAPER AND PAPER PRODUCTS NO. II** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Wednesday, June 1, 2022 at 11:00 am**, prevailing time.

Bids may be received electronically via the [County's OpenGov Electronic Bid Portal](https://secure.procurenow.com/portal/oceancounty/) (<https://secure.procurenow.com/portal/oceancounty/>)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Electronic Submission Site: <https://secure.procurenow.com/portal/oceancounty/>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

JOHN P. KELLY, Director

JENNIFER L. BOWENS, Purchasing Agent

CONTACT INFORMATION AND PROJECT TIMELINE

Summary

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Evan Johnson

Senior Buyer

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Purchasing

Timeline

Advertising Date	May 18, 2022
Bid Opening Date	June 1, 2022, 11:00am

IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

Instructions for Electronic Bid Submission

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page,
<https://secure.procurenow.com/portal/oceancounty>.

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.

INSTRUCTIONS TO BIDDERS

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Wednesday, June 1, 2022.

Electronic Bid Submissions

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

Deadline Instructions

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

Completion of all Documents

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bidder Default

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

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Specifications

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

Payment

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

Equivalent Product

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

Quantities

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

Delivery of Goods and Services

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

Market Conditions

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Requirements

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

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Certification of Non-Involvement in Prohibited Activities in Iran

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Proof of Insurance

Copies of each insurance certificate shall be furnished to the County when requested.

County Cooperative Contract Purchasing System

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

AWARD METHOD

Contract will be awarded on a line item basis. Section X shall be awarded to the vendors awarded any of the other nine (9) sections. The County reserves the right to award multiple contracts for Section X only.

VENDOR QUESTIONNAIRE

County Cooperative Contract Purchasing System*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#).

☐ Yes

☐ No

*Response required

Signature Page*

The information on this page will be used to process contract documents and ensure your BRC is valid. Please make sure the address on this page is the address you want your contract mailed to.

Please complete the form by clicking on the link. **Make sure that the email you complete the form with matches the email of your vendor account.**

NOTE: In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

You must access DocuSign, input your name and email and agree to the terms in order to access the forms.

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu will give you the ability to download or print the forms.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement](#)?

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions](#)?

☐ Yes

☐ No

*Response required

BID DOCUMENTS TO BE EXECUTED*

Documents include:

- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

NOTE: In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

You must access DocuSign, input your name and email and agree to the terms in order to access the forms.

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu will give you the ability to download or print the forms.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Requested Documents Pertaining to Affirmative Action

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Certification of Non-Involvement in Prohibited Activities in Iran

CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD

Pursuant to N.J.S.A. 52:32-57, et seq (P.L. 2012, c. 25, and P.L. 2021, c. 4), any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified

on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Please fill out the below Powerform. **You must use the same name and email address you used when logging in to ProcureNow.**

The Disclosure of Investment Activities in Iran Statement is not a mandatory document and is not required at the time of bidding. However, this form will be required prior to the award of any contracts.

NOTE: In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

You must access DocuSign, input your name and email and agree to the terms in order to access the forms.

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu will give you the ability to download or print the forms.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

ADDITIONAL VENDOR DOCUMENTATION

Please submit any additional information you wish to be considered as part of your bid package.

Acknowledgement of Submission of Forms from Current Bid Package*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

☐ Please confirm

*Response required

Submission of Bid Package*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm

*Response required

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

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

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

INTENT

CONTRACT TERMS

The contract shall be from date of award until May 17, 2023, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

BID REVIEW

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

WARRANTY

Manufacturer's warranty shall apply.

MODEL INFORMATION REQUIRED

The manufacturer, make or exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent."

AVAILABILITY AND DELIVERY

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

CURRENT BID RESULTS

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK

Please see "Attachments", "Project Documents" for detailed specifications.

PRICING PROPOSAL

SPECIALTY PAPER AND PAPER PRODUCTS NO. II

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	COMMENTS	Brand/Pack:	Delivery, A.R.O.:
SECTION I - ENVELOPES									
2	4 3/4" X 11", 24 Lb., Bright White #12 Envelopes with Left Window, 2,500 Envelopes/Case	5	CASE						
3	4 1/8" X 9 1/2", 10 Lb., Baronial Ivory Linen Envelopes, 500 Envelopes/Box	5	BX						
4	4 1/2" X 10 3/8", #11 Policy Envelopes, White, 2,500 Envelopes/Case	5	CASE						
5	4 1/2" X 10 3/8", #11 Policy Envelopes, Pink, 2,500 Envelopes/Case	5	CASE						
6	5" X 11 1/2", #14, 24 lb., Kraft Brown Interoffice Envelopes, Printing on Both Sides, 100 Envelopes/Case (See Attached Diagram)	15	CASE						
8	5 1/2" X 7 1/2", 28 lb., Brown Kraft Open Ended Envelopes, 100 Envelopes/Box	5	BX						
10	9" X 12" Tyvek Tamper Indicating Envelopes, 500 Envelopes/Case	22	CASE						
12	9 1/2" X 12 1/2", 28 lb., Brown Kraft, 500 Envelopes/Box	207	BX						
13	10" X 10" Special Window Square Envelopes, Printed on 1 Side (Black), 1,000 Envelopes/Case (See Attached Diagram)	5	CASE						
14	10" X 13" X 1 1/2" Business Source Tyvek Expansion Envelopes, Document, Gusset, Peel & Seal, White, 100 Envelopes/Case, BSN 42201, or Equal	5	CASE						
15	11 1/2" X 14 1/2", 28 lb., Kraft Interoffice Envelopes, 8 Holes with String and Button Seal, 100 Envelopes/Case, Printing on Both Sides (See Attached Diagram)	15	CASE						
16	17 5/8" x 11 1/2" x 11 7/16", Blank Cartons - Brown Kraft Envelopes, 25 boxes/bundle	100	BDL						
SECTION II - LETTER SIZED CARDSTOCK, COVER AND SPECIALTY PAPER									
18	8 1/2" X 11", 100 lb., Glossy Text Paper, 500 Sheets/Ream, 4 Reams/Case	4	CASE						

19	8 1/2" X 11", 100 lb., Lynx Cover White Paper, 200 Sheets/Ream, 8 Reams/Case	10	CASE						
20	8 1/2" X 11", 110 lb., Cardstock, Blue, 250 Sheets/Ream	10	REAM						
21	8 1/2" X 11", 110 lb., Cardstock, Goldenrod, 250 Sheets/Ream	25	REAM						
22	8 1/2" X 11", 110 lb., Cardstock, Red, 250 Sheets/Ream	25	REAM						
23	8 1/2" X 11", 110 lb., Cardstock, White, 250 Sheets/Ream	259	REAM						
24	8 1/2" X 11", 110 lb., Domtar White Index, 250 Sheets/Ream	30	REAM						
25	8 1/2" x 11", 110 lb., Index Paper, Various Colors Including: Canary, Gray, Bright White, Ivory, Green, Blue and Buff, 250 Sheets/Ream	20	REAM						
26	8 1/2" x 11", 20 lb., Multipurpose Copy Paper, Colors to include: Blue, Pink, Buff, Goldenrod, Canary, Ivory and Green, 500 Sheets/Ream	30	REAM						
28	8 1/2" X 11", 24 lb., Baronial Ivory Linen, 500 Sheets/Ream	10	REAM						
29	8 1/2" X 11", 24 lb., Premium Laser Paper, Bright White, 500 Sheets/Ream	20	REAM						
30	8 1/2" X 11", 24 lb., Classic Linen White Paper, 500 Sheets/Ream	20	REAM						
31	8 1/2" X 11", 24 lb., Domtar Colorlok White, 500 Sheets/Ream	20	REAM						
32	8 1/2" X 11", 24 lb., First Choice Color Copy Laser Paper, 500 Sheets/Ream	25	REAM						
33	8 1/2" X 11", 24 lb., Parchment Bond White Light Cockle, 500 Sheets/Ream, 10 Reams/Case	35	CASE						
34	8 1/2" X 11", 24 lb., White Cover, 500 Sheets/Ream, 10 Reams/Case	5	CASE						
35	8 1/2" X 11", 28 lb., Finch Color Copy Cover, 500 Sheets/Ream	5	REAM						
36	8 1/2" X 11", 28 lb., Hand Prints Left-Side Border Paper, Letterhead, Full Color Design, One Sided, 100 Sheets/Package	5	PKG						
37	8 1/2" X 11", 28 lb., 3-Panel Hand Prints Brochure, Full Color Design, Two-Sided, 100 Sheets/Box	5	BX						
38	8 1/2" X 11", 38 lb., Hand Prints Border Paper, Full Color Design, 100 Sheets/Box	5	BX						

39	8 1/2" X 11", 38 lb., 3-Panel Hand Prints Brochure, Full Color Design, Two-Sided, 100 Sheets/Box	5	BX					
40	8 1/2" X 11", 60 lb., Cardstock, White, Glossy, 250 Sheets/Ream	15	REAM					
41	8 1/2" X 11", 60 lb., Earth Choice HOTS Lemon Text, 500 Sheets/Ream	5	REAM					
43	8 1/2" X 11", 65 lb., Astroparche Cover Paper in Blue, Natural, Sage, and White, 250 Sheets/Ream, 8 Reams/Case	10	CASE					
44	8 1/2" X 11", 65 lb., Neenah Bright White Cardstock, 250 Sheets/Ream, 8 Reams/Case	10	CASE					
45	8 1/2" X 11", 65 lb., Natural White, Smooth Cover, Cougar, or Equal, 250 Sheets/Ream	100	REAM					
46	8 1/2" X 11", 67 lb., Bright White Bristol Vellum, 250 Sheets/Ream	58	REAM					
47	8 1/2" X 11", 70 lb., Cream Paper, 500 Sheets/Ream	55	REAM					
48	8 1/2" X 11", 70 lb., Earth Choice Opaque Grey Vellum, 500 Sheets/Ream, 8 Reams/Case	7	CASE					
49	8 1/2" X 11", 67 lb., Domtar Earth Choice Vellum, Blue, 250 Sheets/Ream, 8 Reams/Case	5	CASE					
50	8 1/2" x 11", 67 lb. Domtar Earth Choice Vellum Bristol Cover - Gray, 250 Sheets/Ream, 8 Reams/Case	24	CASE					
51	8 1/2" X 11", 70 lb., Finch Opaque Smooth White Paper, 500 Sheets/Ream, 8 Reams/Case	5	CASE					
52	8 1/2" X 11", 70 lb., Lynx Opaque White, 500 Sheets/Ream, 8 Reams/Case	6	CASE					
53	8 1/2" X 11", 70 lb., Husky Opaque Offset, Smooth White, 500 Sheets/Ream	5	REAM					
56	8 1/2" X 11", 80 lb., Coated Glossy Cover White Paper, 250 Sheets/Ream, 8 Reams/Case	2	CASE					
57	8 1/2" X 11", 80 lb., Finch Color Copy Cover, 250 Sheets/Ream	10	REAM					
58	8 1/2" X 11", 80 lb., Neenah Classic Linen Cover, Graystone	24	REAM					
59	8 1/2" X 11", 90 lb., Index Cardstock, Blue, 250 Sheets/Ream, 8 Reams/Case	5	CASE					

60	8 1/2" X 11", Essay Paper, White Sulfate, School Smart or equal, 500 Sheets/Ream	10	REAM						
SECTION III - LEGAL SIZED CARDSTOCK, SPECIALTY BUSINESS, COLOR, AND INDEX PAPER									
62	8 1/2" X 14", 110 lb., White Index Paper, 250 Sheets/Ream, 8 Reams/Case	5	CASE						
63	8 1/2" X 14", 20 lb., Blue Paper, 1,000 Sheets/Case	77	CASE						
64	8 1/2" X 14", 20 lb., Cream Paper, 1,000 Sheets/Case	30	CASE						
65	8 1/2" X 14", 20 lb., Pink Paper, 1,000 Sheets/Case	77	CASE						
66	8 1/2" X 14", 20 lb., Southworth Red Ruled Business Paper, 25% Recycled Content, 500 Sheets/Box	53	BX						
67	8 1/2" X 14", 20 lb., White Paper, 1,000 Sheets/Case	102	CASE						
68	8 1/2" X 14", 20 lb., Canary Paper, 500 Sheets/Ream	5	REAM						
69	8 1/2" X 14", 24 lb., White Paper, 5,000 Sheets/Case	6	CASE						
70	8 1/2" X 14", 28 lb., White Domtar Ledger, 500 Sheets/Ream	7	REAM						
71	8 1/2" X 14", 60 lb., Natural Parchment Text Paper, 600 Sheets/Ream	7	REAM						
72	8 1/2" X 14", 60 lb., Domtar Opaque Blue, 500 Sheets/Ream, 10 Reams/Case	5	CASE						
73	8 1/2" X 14", 70 lb., Classic Crest, Natural White, 500 Sheets/Ream, 5 Reams/Case	6	CASE						
74	8 1/2" X 14", 70 lb., Rolland Laser, Hi-Tech, True White 30, 500 Sheets/Ream, 4 Reams/Case	16	CASE						
75	8 1/2" X 14", 80lb., Accent Opaque Warm White, Smooth, 250 Sheets/Ream	100	REAM						
SECTION IV - OVERSIZED CARDSTOCK, SPECIALTY BUSINESS, COLOR AND INDEX PAPER									
76	8 1/2" X 17", 20 lb., Blue Paper, 1,000 Sheets/Case	79	CASE						
77	8 1/2" X 17", 20 lb., Pink Paper, 1,000 Sheets/Case	77	CASE						
78	8 1/2" X 17", 20 lb., White Paper, 1,000 Sheets/Case	102	CASE						
79	8 1/2" X 17", 60 lb., Pink Paper, 500 Sheets/Case	75	CASE						

80	8 1/2" x 17", 80 lb., Opaque Text, Smooth Finish, 96 Brightness, 1000 Sheets/Ream	1,000	REAM					
81	9" X 15 1/2", 60 lb., Domtar EarthChoice HOTS, Vellum, Periwinkle, 500 Sheets/Ream, 10 Reams/Case	5	CASE					
82	9" X 15 1/2", 60 lb., Periwinkle HOTS Text Paper, 200 Sheets/Box	5	BX					
83	9" X 15", 60 lb., Astrobright Celestial Blue Paper, 1,000 Sheets/Package	6	PKG					
84	11" X 17", 67 lb., Bright White Bristol Vellum, 250 Sheets/Ream	5	REAM					
85	11" X 17", 67 lb., Domtar Earth Choice Vellum Bristol Cover, Blue, 250 Sheets/Ream, 4 Reams/Case	5	CASE					
86	11 x 17 Domtar Earth Choice Vellum Bristol Cover, 67lb - Gray, 250 Sheets/Ream, 4 Reams/Case	7	CASE					
87	11" X 17", 70 lb., Lynx Opaque White, 500 Sheets/Ream	5	REAM					
88	11" X 17", 70 lb., Husky Opaque White, 500 Sheets/Ream	5	REAM					
89	11" X 17", 100 lb., Gloss Cover, 750 Sheets/Case	6	CASE					
90	11" X 17", 110 lb., Futura Gloss Text, 1500 Sheets/Case	6	CASE					
91	11" X 17", 65 lb., Lynx White Cover, 250 Sheets/Ream	5	REAM					
93	11" X 17", 60 lb., White Paper, 500 Sheets/Ream	5	REAM					
94	11" X 17", 110 lb., White Index, 250 Sheets/Ream	5	REAM					
95	11" X 17", 100 lb., Futura Gloss Cover, 1,250 Sheets/Case	5	CASE					
96	11" X 17", 24 lb., Domtar First Choice Laser Paper, White, 500 Sheets/Ream	126	REAM					
97	11" X 17", KromeKote C1S Die Cut 4 Up 10 pt/8 Slits, White, Cut Finishes to 8 1/2" X 11", 2 Out, 200 Sheets/Ream	5	REAM					
98	12" X 12", 80 lb., ColorMates Smooth & Silky Black Card Stock , 25 per package	10	PKG					
99	12" X 12", 80 lb., ColorMates Smooth & Silky Slate Card Stock, 25 per package	15	PKG					

100	12" X 12", 110 lb., Cardstock, Eclipse Black, Sold by the Case	5	CASE						
101	12 1/2" x 19", 70 lb., Opaque Smooth Paper, 1000 Sheets/Case	1,200	CASE						

SECTION V - CERTIFICATE PAPER

102	8 1/2" X 11", 28 lb., Certificate Paper, Parchment Cincture Standard, Full Color Various Styles, 50 Sheets/Box	15	BX						
103	8 1/2" X 11", 38 lb., Certificate Paper with Gold Foil, Full Color, 50 Sheets/Box	15	BX						
104	8 1/2" x 11", 38 lb., Certificate Paper, Sienna, 50 Sheets/Box	20	BX						
105	8 1/2" X 11", Certificate Paper, Gold Serpentine Border, GEO-44407, or Equal, 12/Pack	10	PKG						
106	8 1/2" X 11", Certificate Paper, 441 Series GOES, "Monarch", Various Sheet and Border Colors, 100 Sheets/Package	35	PKG						
107	8 1/2" X 11", Certificate Paper, 441 Series GOES, "Golden Monarch", Various Sheet and Border Colors, 100 Sheets/Package	55	PKG						
108	8 1/2" X 11", Certificate Paper, 441 Series GOES, "Laser Safe", 100 Sheets/Package	35	PKG						

SECTION VI - NCR PAPER

109	8 1/2" X 11", 80 GSM, 2-Part Reverse, Canary/White, NCR Paper, Pre-Collated, 2,500 Sets/Case; Brand: Nekoosa, NO SUBSTITUTIONS	22	CASE						
110	8 1/2" X 11", 80 GSM, 3-Part Reverse, Pink/Canary/White, NCR Paper, Pre-Collated, 1,670 Sets/Case; Brand: Nekoosa, NO SUBSTITUTIONS	32	CASE						
111	8 1/2" X 11", 80 GSM, 4-Part Reverse, Goldenrod/Pink/Canary/White, NCR Paper, Pre-Collated, 1,250 Sets/Case; Brand: Nekoosa, NO SUBSTITUTIONS	22	CASE						
112	8 1/2" X 14", 3-Part, Pink/White/Canary, Pre-Collated, 1,670 Sets/Case	5	CASE						
113	8 1/2" X 14", Nekoosa U20, Blue Carbonless CB Paper, 500 Sheets/Ream	11	REAM						
114	8 1/2" X 14", Nekoosa U20, White Carbonless CFB, 500 Sheets/Ream	11	REAM						

115	8 1/2" X 14", Nekoosa U20, Pink Carbonless CFB, 500 Sheets/Ream	11	REAM						
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SECTION VII - MAP, WIDE FORMAT, AND THERMAL PAPER

116	36" X 500', 20 lb., 3" Core Map Paper, 2 Rolls/Carton	6	CTN						
117	30" X 500', 20 lb., 3" Core Map Paper, 2 Rolls/Carton	6	CTN						
118	36" X 100', Satin White Wide Format Paper, Sold by the Roll	6	ROLL						
119	30" X 100', Satin White Wide Format Paper, Sold by the Roll	6	ROLL						

SECTION VIII - BOXES, CHIPBOARD AND TAG

120	8 1/2" X 14", Nekoosa U20, Manila Tag CF, 250 Sheets/Ream	10	REAM						
121	8 1/2" X 22", EarthChoice Smooth L Manila Tag, 100 Sheets/Pack	5	SHT						
122	18 1/2" X 6", 125 lb., Manila Tag, 100 Sheets/Pack	5	PACK						

SECTION IX - MISCELLANEOUS

123	8 1/2" X 14", White Laser Labels with Split on Backside, 1,000 Sheets/Package	10	PKG						
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SECTION X - DISCOUNT RATE FOR ITEMS NOT LISTED HEREIN

Line Item	Description	Unit of Measure	Percentage	No Bid	COMMENTS
124	Discount Percentage (%) for Specialty Paper and Paper Products (NOT LESS THAN), As Specified	%			

PRODUCT DESCRIPTIONS AND EXCEPTIONS

All bidders **must** fill out the manufacturer/model and packaging fields on the proposal page. Simply indicating “as specified” **will not** be considered.

If a bidder is basing his proposal on products other than what is specified in these bid documents and wishes the product he proposes to be considered as an "approved equal", he **must** submit on a separate sheet, in the **exact** format of the technical specifications contained herein, an item by item description of that which he proposes to substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

SECTIONS:

The various sections listed herein are as follows:

Section I – Envelopes

Section II – Letter Sized Cardstock, Cover and Specialty paper

Section III – Legal Sized Cardstock, Specialty Business, Color and Index Paper

Section IV – Oversized Cardstock, Specialty Business, Color and Index Paper

Section V – Certificate Paper

Section VI – NCR Paper

Section VII – Map, Wide Format and Thermal Paper

Section VIII – Boxes, Chipboard, Tag

Section IX – Miscellaneous

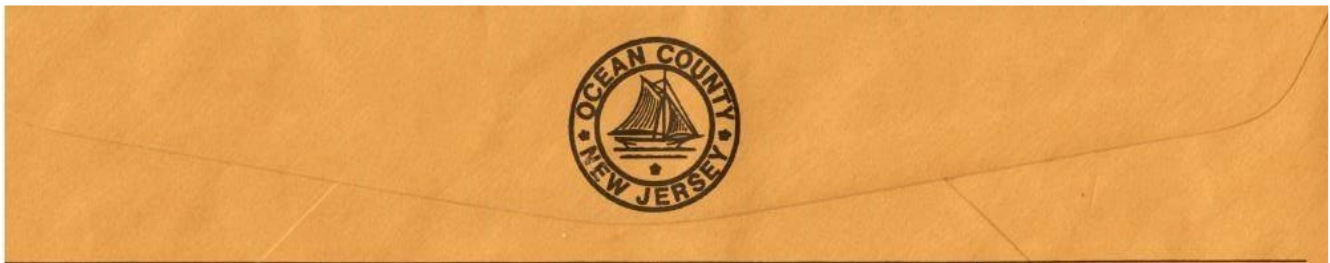
Section X – Discount Rate for Items Not Listed Herein

SECTION X - DISCOUNT RATE FOR ITEMS NOT LISTED HEREIN**ITEM 124 – PERCENTAGE OF DISCOUNT OFF LIST PRICE**

The County expects there may be a need for new Specialty Paper and Paper Products that are similar in nature but not already included in these specifications. For these unlisted items, the vendor shall offer a discount off of the then current list price. This percentage discount shall also be applied to all printing and cutting needs and shall be extended to all sizes and colors available from the manufacturer of the requested item.

This section shall be awarded to the vendors awarded any of the other nine (9) sections. The County reserves the right to award multiple contracts for this section only.

The department shall request quotes from various awarded vendors to determine the lowest price before placing their order.

EXAMPLES OF DIAGRAMS FOR PRINTING**ITEM #6 - 5" x 11 ½", #14, 24LB., Kraft Brown Interoffice Envelopes****FRONT/TOP:****BACK/TOP:****ITEM #13 - 10" x 10" Special Window Square Envelopes****FRONT:**

SCOTT M. COLABELLA, COUNTY CLERK
COUNTY OF OCEAN
COURTHOUSE ROOM 107
PO BOX 2191
TOMS RIVER NJ 08754-2191

**RETURN SERVICE REQUESTED**

OFFICIAL MAIL-IN BALLOT

To protect your vote:

IT IS AGAINST THE LAW FOR
ANYONE EXCEPT YOU THE VOTER
TO OPEN, MARK, INSPECT OR
SEAL THIS BALLOT.

However, a family member may assist
you in doing so.

ITEM #15 – 11 ½” x 14 ½”, 28 LB., Kraft Interoffice Envelopes, 8 Holes with String and Button Seal
FRONT/TOP:



BACK/TOP:

