

OCEAN COUNTY COLLEGE

OFFICE OF PURCHASING



REQUEST FOR PROPOSALS

May 23, 2012

REFERENCE: 12/13-Q06

Ocean County College is seeking proposals for “**Web site Redesign**”. Specifications and requirements are enclosed for your consideration. Vendors are to direct all questions regarding procedures to Joyce Ann Lamparello, Buyer, via email : jlamparello@ocean.edu

All proposals must be returned on or before **June 12, 2012 – 9:00 a.m.** , to the Office of Purchasing, Ocean County College, Administration Building, Suite 12, One College Drive, PO Box 2001, Toms River, New Jersey 08754-2001. Attention: Joyce Ann Lamparello.

NOTE: FAXED PROPOSALS WILL NOT BE ACCEPTED.

SEALED ENVELOPES MUST INDICATE THE FOLLOWING INFORMATION:

Attention: Purchasing Department

Title: **Web site Redesign**

Reference Number: 12/13-Q06

Due Date: June 12, 2012 – 9:00 a.m.

Sara Winchester
Vice President of Finance and Administration

Enclosures

PROPOSAL
SUPPLEMENTAL TERMS AND CONDITIONS

Any exceptions to this RFP are to be fully outlined in an accompanying letter. Bidders may offer "approved equals" in performance and general description to the specifications contained herein. Proposals submitted which, in the judgment of the College are not in conformance with the specifications or general intent of this RFP will be rejected.

If no exception or deviations are shown, the firms will be required to furnish material exactly as specified herein. Compliance with this specification will be the responsibility of the bidder.

The College reserves the right to reject any or all proposals and to make such selection as in its judgment is best suited to meet the requirements of the College.

THE ENVELOPE CONTAINING THE PROPOSAL MUST BE SEALED AND RETURNED TO OCEAN COUNTY COLLEGE WITH THE FOLLOWING INFORMATION ON THE FACE OF THE ENVELOPE:

Attention: Joyce Ann Lamparello, Buyer

Proposal Submittal: Request for Proposal
Web site Redesign
12/13-Q06
June 12, 2012 – 9:00 a.m.

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1.0 Scope

OCEAN COUNTY COLLEGE is accepting Proposals and intends to enter into an agreement with a Vendor regarding the architectural restructuring and redesign of its campus Web site (ocean.edu) in accordance with the terms and conditions and requirements set forth in this Request for Proposal. OCEAN COUNTY COLLEGE prefers a Proposer that has experience in developing Web sites for colleges and universities.

The purpose of this document is to provide interested Vendors information to enable them to prepare and submit Proposals to assist OCEAN COUNTY COLLEGE with the redesign of the College's Web site. The College seeks to provide its audiences with an engaging, interactive experience that more accurately communicates the College's mission and vividly reflects the student life experience. In addition to an updated look, this redesign will include the implementation of a content management system (CMS), integration of Web-based systems, design of common templates for Web pages, and a workflow process for Web maintenance.

1.1 About OCEAN COUNTY COLLEGE

For more than 40 years, Ocean County College, a public two-year community college sponsored by Ocean County and the State of New Jersey, has provided area residents with the opportunity to benefit from higher education. Nestled in a beach community between New York and Philadelphia, Ocean County College benefits from a rich cultural vista along with the shore's most beautiful beaches. Ocean County College offers credit and non-credit courses at its main campus located on 275 picturesque acres in the county seat of Toms River, and at the Southern Education Center in Stafford Township.

The College offers a variety of off-campus credit courses at several sites throughout the county. Programs offered include Associate degrees; certificate programs; Bachelor's Degrees through a Kean Ocean partnership, as well as noncredit continuing and professional education programs. Ocean County College's E-learning program has a global delivery focus that exceeds the boundaries of Ocean County. We currently have 6 degree programs fully online. Our E-Learning offerings are delivered in fully online and hybrid formats to over 2,600 students representing 8,038 credits per semester.

1.2 Contract Term

The Vendor will provide a timeline for work development from project initiation to completion and delivery. The Contract will cover the period of activity to undertake and complete the work as clearly outlined in the Vendor Proposal and when the College confirms that all services have been delivered. The goal of the College is to complete no later than September 1, 2012 however, the Proposer is encouraged to submit the most expeditious timeframe that can be reasonably achieved.

1.3 Definitions

The following terms and phrases shall have the meanings assigned unless the Contract indicates a contrary meaning.

- a) Addendum - A modification of the specification issued by OCEAN COUNTY COLLEGE and distributed to prospective Respondents prior to the opening of bids.
- b) Best and Final Offer (“BAFO”) - a formal request made to selected Respondents for revisions to the originally submitted Proposal.
- c) Contract - The Contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.
- d) Proposer/Vendor/Respondent - are synonymous in this document and shall mean the individual, partnership, corporation or other entity that submits a Proposal to this Request for Proposal (RFP).
- e) Contractor - Respondent whose Proposal results in a Contract with OCEAN COUNTY COLLEGE.

1.4 Goals/Purpose for the Web site Redesign

With the rapid advances in the adoption of technology, an institution’s Web site has become a vital element to communicating its brand image. In addition, the Web site has also become the primary way an institution communicates and builds community among its constituents. Presently, the OCEAN COUNTY COLLEGE Web site utilizes a design and layout developed in 2008 which is not yet broadly optimized for mobile devices.

The chosen Vendor will design a Web site that will accomplish the following goals:

- Attract prospective students, employees, and donors
- Aggressively market online and non-credit programs
- Integrate content to provide individual user types with targeted information
- Has the ability to capture prospects electronically
- Provide a flexible framework for future growth
- Inform and engage visitors with interactivity
- Provide access to Web-based systems
- Compliment offline marketing collateral
- Optimization for mobile devices
- ADA Compliance

SECTION 2

STATEMENT OF WORK

2.0 Project Expectations

The primary reason for redeveloping the Web site is to make it easier for users to find relevant information about OCEAN COUNTY COLLEGE that supports student recruitment, business/community relationships, relationships with peer institutions, and communications with government agencies and non-profit organizations. We seek a usable and scalable site that represents the College well and promotes the unique educational opportunities, attributes, and assets of the College.

- 2.0.1** In concert with OCEAN COUNTY COLLEGE and its partners, the Vendor will analyze the current Web site, document and apply research to recommendations for new site design and internal/external hosting.
- 2.0.2** Facilitate discussions with groups identified and organized by OCEAN COUNTY COLLEGE to determine Web-related issues and needs, including Web-based applications used by individual groups. Vendor will provide summary of these discussions along with recommendations for necessary applications.
- 2.0.3** Provide demonstrations of recommended content management systems and provide guidance to OCEAN COUNTY COLLEGE on best option for the College's needs. Install content management system that provides infrastructure for up to five levels, including creating procedures, environment, documentation, and workflow processes and provide training to selected OCEAN COUNTY staff. Vendor must assist with migration of existing or newly created content into new infrastructure.
- 2.0.4** Recommend and execute an acceptable redesign of the OCEAN COUNTY COLLEGE Web site that has cross-browser compatibility and is W3C, WAI, and ADA compliant. The new design must strictly adhere to accepted universal design standards. Use of Flash or other multimedia technologies is acceptable but should not impede or delay access to content.
- 2.0.5** Working in concert with the College team provide templates that are consistent in layout and navigation that will serve the College's audiences. The Vendor will identify areas of the College which serve unique audiences and may require a variation or individual design to appeal to their audience (i.e. athletics).
- 2.0.6** Demonstrate and deploy a detailed system for archiving content and pages.

2.0.7 Demonstrate and deploy a comprehensive tracking and analysis system that will provide site usage data that will allow OCEAN COUNTY COLLEGE to maximize visitor acquisition and retention.

Proposals should address all items outlined in project expectations and should include anticipated time frames, cost, suggestions for cost savings, and proposed formats for each phase. Payment will be made upon satisfactory completion of the project expectations as determined by OCEAN COUNTY COLLEGE. All files used to create Web pages, templates, images, or other elements associated with this project shall be delivered, and all copyrights transferred to OCEAN COUNTY COLLEGE prior to project completion and final payment. This includes but is not limited to the following types of files: HTML, XML, PHP, Javascript, CSS, Microsoft Word, PDF, Photoshop, TIFF, JPG, and Flash.

2.1 Services Requested

The Contractor shall provide and perform as necessary the appropriate tasks for the restructure and redesign of the OCEAN COUNTY COLLEGE Web site.

Approach

A phased approach is desired for the project:

2.1.1 Phase I: Discover, Audit and Operational Recommendation

- This phase involves the Vendor studying the current operational structure of the offices within OCEAN COUNTY COLLEGE that are engaged in Web site development and determine how best to create a new Web site that can be maintained and sustained. This phase also involves meetings with members of the College community to determine needs, wants and desires for crafting the site to meet expectations of various audiences. OCEAN COUNTY COLLEGE will provide list of units prioritized based on operational needs.

2.1.2 Phase II: Design, Architecture and Standardization Efforts

- This phase would include the creation of first and second-level pages, development of a new intuitive architecture and navigation, training of appropriate College staff for implementation and maintenance of the site, and standardization through the creation of templates used for lower-level pages.

2.1.3 Phase III: Core Business and Major Academic Area Web Page Conversion

- This phase would encompass implementation of first and second-level pages with new content, training of appropriate College staff for implementation and maintenance of the site.

2.2 Current Web site Technical Information and Technology

The current Web site was launched in 2008 with upgrades to the E-learning portion of the Web site in 2012. The site contains more than 10,000 pages which are managed by departmental staff. The Web infrastructure utilizes Adobe Contribute as the primary content management system, with the E-learning and Online Application sections managed in WordPress. The College Webmaster provides Contribute training and support to assist departments in maintaining their Web pages. The Office of College Relations oversees the Web Site and manages the content on the home page, common pages, and areas without a staff member trained in Contribute.

2.2.1 Server: OCEAN COUNTY COLLEGE is hosting a few web sites the <http://www.ocean.edu> , <http://bbayweb.ocean.edu> and <http://apply.ocean.edu>. These various websites are served from Microsoft Windows Servers. And each is running on Internet Information Server IIS. Our current www server is running on Intel Xeon Quad Core 2.40GHz, 2 GB of RAM, (5) 73GB 15K Hard Drives (RAID 5).

2.2.2 Database Environment: OCEAN COUNTY COLLEGE utilizes mysql and SQL Server databases.

2.2.3 Publishing Applications: OCEAN COUNTY COLLEGE currently supports Site Builder, WordPress and Contribute. CGI is currently utilized in some of our web applications as well as ASP. SSL certificates are in place to allow secure outside connections.

2.2.4 Staffing:
OCEAN COUNTY COLLEGE Web site and database systems are hosted internally by IT. An internal team consisting of Windows Systems Administrators and Database Administrators maintain the server and OS software that run on them.

2.2.5 Web Managers:
Content for the site is currently generated by several Web managers on campus. While some departments may have a person assigned full-time to assemble and development the content on one or more areas, there are many throughout campus that has Web site support among their personnel assignments.

2.3 Web Site Redesign Project Organization

2.31 Project Manager and Team Members

OCEAN COUNTY COLLEGE project managers are Jan Kirsten, Director of College Relations and Rich Yankosky, Acting CIO. The Web Redesign Team will consist of a core group from the OCEAN COUNTY COLLEGE community.

2.32 Content

OCEAN COUNTY COLLEGE will produce the written content for the site based on consultation with the Vendor regarding creative direction and language treatment. The graphic design will be generated by the College's creative agency, including elements of type, photography, and style. The Vendor would be in consultation with the College's creative agency for information support.

2.33 College Identity

OCEAN COUNTY COLLEGE identity consists of a logo, typefaces and color scheme. The primary typefaces and logo should complement the new design; the color scheme and photography should be compatible with but do not need to mirror existing print materials. OCEAN COUNTY COLLEGE will provide the Vendor with any of the necessary assets. The Vendor should supply ADA compliant design templates which are compatible with those on campus who are enlisted for maintenance and future development of the Web site.

2.4 Subcontractors

Subcontractors providing service under the purchase order shall meet the same requirement and level of experience as required of the Respondent. No subcontract under the purchase order shall relieve the primary Respondent of the responsibility for the service. If the Respondent uses a Subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

2.4.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed Subcontractors and meet the same requirements and level of experience as required of Respondent.

2.4.2 Subcontracting shall be at the Respondent's expense.

2.4.3 OCEAN COUNTY COLLEGE retains the right to check Subcontractor's background and make a determination to approve or reject the use of submitted Subcontractors.

2.4.4 The Respondent shall be the only contact for OCEAN COUNTY COLLEGE and Subcontractors. Respondent shall list a designated point of contact for all OCEAN COUNTY COLLEGE and Subcontractor inquiries.

SECTION 3 PROPOSAL INFORMATION

3.0 Schedule of Events

OCEAN COUNTY COLLEGE reserves the right to change the dates shown below upon written notification.

<u>Event</u>	<u>Date</u>
Issue RFP	May 23, 2012
Deadline for Submission of Requests for Information (RFI's)	May 30, 2012
Deadline for Responses to RFI's	June 06, 2012
Deadline for Submission of Proposals	June 12, 2012
Proposal Evaluation	June 12-15, 2012
Oral Presentations	June 20, 2012
Award of Contract	June 25, 2012
Assessment of Unit Needs	July 1-14, 2012
First- and Second-Level Web Pages Built	July 15-Aug 15, 2012
Final Presentation and Project Completion	Sept. 1, 2012

3.1 Proposal Disclosure

No public disclosure or press release pertaining to this RFP, review process, or award shall be made.

3.2 Proposal Requirements

- 3.2.1** Proposals will be accepted at OCEAN COUNTY COLLEGE until 9:00 a.m. Eastern Daylight Time on the date specified in the Schedule of Events. Late Proposals will not be considered under any circumstances and will be returned unopened.
- 3.2.2** Respondents shall submit one (1) original and four (4) copies of the Proposal as well as one (1) electronic version on CDROM in Microsoft Word or PDF and, if necessary, Excel. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- 3.2.3** OCEAN COUNTY COLLEGE will not consider any Proposal that bears a copyright. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked on each page they appear. Such marking shall be in boldface type at least 14 point font.
- 3.2.4** Proposals should be placed in a separate envelope/package and correctly identified with RFP number, submittal deadline/opening date

and time. If submitting multiple responses, each response should be placed in a separate envelope and correctly identified with RFP number, submittal deadline/opening date and time.

- 3.2.5** It is the Respondent's responsibility to appropriately mark and deliver the Proposal to OCEAN COUNTY COLLEGE by the specified date.
- 3.2.6** Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each Addendum to the response.
- 3.2.7** Respondents to this RFP are responsible for all costs of Proposal preparation.
- 3.2.8** Proposals shall be submitted to OCEAN COUNTY COLLEGE by one of the following methods:

US Postal Service

OCEAN COUNTY COLLEGE

Hand Deliver and/or Express Mail

OCEAN COUNTY COLLEGE

- 3.2.9** Proposals will not be opened publicly.

3.2.9a Proposals will be received until the date and time established for receipt, then opened. Prices and terms will not be divulged.

3.2.9b Telephone and facsimile Proposals are not an acceptable response to an RFP. All submitted Proposals become the property of OCEAN COUNTY COLLEGE after the RFP submittal deadline/opening date. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by OCEAN COUNTY COLLEGE, whichever comes first.

3.2.9c Contents listed in 3.3 are a summary of all information to be included in a Proposal submitted in response to this RFP.

3.3 Proposal & Organization

Below is a summary of requested information. Proposals submitted without this information will be evaluated accordingly. OCEAN COUNTY COLLEGE reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the College.

The following documents must be submitted with the response. Failure to do so will result in disqualification:

- Introduction and Respondent Information (Section 3.4)
- Proposed Products/Services (Section 3.5)
- Experience and Qualifications (Section 3.6)
- Signed Execution of Offer (Section 5)
- Pricing and Delivery Schedule (Section 6)
- Respondent's Questionnaire (Section 7)
- References (Section 8)
- Alternative Proposal Sheet, if applicable (Section 9)

3.4 Introduction and Respondent Information

This section shall consist of an opening statement by the Respondent as to its willingness to provide the services sought by OCEAN COUNTY COLLEGE, along with any other introductory comments deemed to be appropriate by the Respondent. Respondent Information: Include the following information related to the responding business entity:

- Vendor description
- Ownership
- Physical address
- Mailing address
- Other Vendor locations
- Telephone and facsimile numbers
- E-mail address of Vendor's primary contact

3.5 Proposed Products/Services

Proposer should submit a comprehensive methodology and approach describing the equipment/software to be used; a description of the services to be provided; personnel assignments by title; a list of specific tasks required to redesign the Web site with milestone dates and any other information which will allow OCEAN COUNTY COLLEGE to understand and evaluate the methodology and approach. The Proposer must clearly demonstrate its understanding of the undertaking; Proposals which illustrate creativity and resourcefulness will be positively rated. If outsourcing certain aspects of the project, that alternative must be presented as part of the Proposal. The RFP should include an explanation of why the OCEAN COUNTY COLLEGE account is of interest.

3.6 Experience and Qualifications

Proposer must have prior experience with information architecture and experience with higher education institutions. The Proposer shall also have a minimum of at least five (5) years successful experience that demonstrates the organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. A project manager must be designated and identified, and a detailed resume must be submitted and percentage of the project manager's time dedicated to this project should be included along with the background and experience of other key personnel.

3.7 Compensation and Fees

The Proposer must submit a comprehensive cost Proposal including labor overhead and material together with other cost expected. Proposer is to include any relevant services or products that will be provided to the College which is not priced in this Proposal, but which will enhance the value added.

3.8 Alternative Proposal

OCEAN COUNTY COLLEGE is allowing Proposers to submit an alternative Proposal that might not be covered in the general Service Requirement (Section 2.1). Proposer is to include any alternative solution to do what OCEAN COUNTY COLLEGE desires; however, Proposer must at a minimum respond to the initial service requirements. Refer to Section 9 to submit information.

3.9 References

Include a minimum of three (3) references from clients for whom higher education services were performed or products were provided. Include project description, contact names, position, and Vendor name and telephone number for each reference listed. List the number of clients for which you have been involved in Web site redesign and provide Web URLs to enable project task force to examine.

3.10 Inquiries

- All inquiries shall be submitted in writing to Joyce Ann Lamparello via email: jlamparello@ocean.edu.
- All inquiries will result in written responses.
- Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of OCEAN COUNTY COLLEGE will not answer questions or otherwise discuss the contents of the RFP with any potential Vendor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this Proposal.

3.11 Proposal Evaluation and Award

3.11.1 The intent of OCEAN COUNTY COLLEGE is to award a Contract to the Vendor whose Proposal is considered to be the best fit for the College's needs.

3.11.2 An evaluation team will be established to evaluate the Proposals. The

team will include employees of OCEAN COUNTY COLLEGE and may include other impartial individuals who are not OCEAN COUNTY COLLEGE employees.

3.11.3 The evaluation team will determine if discussions and/or Best and Final Offers are necessary. Award of Contract may be made without discussions or Best and Final Offers, if in the best interest of the College. The evaluation team may determine that discussions are necessary to clarify or verify a written Proposal. OCEAN COUNTY COLLEGE may, at its discretion, elect to have Respondents provide an oral presentation of their Proposals. A request for a Best and Final Offer is at the sole discretion of OCEAN COUNTY COLLEGE and will be requested in writing. The evaluation team will evaluate the finalists and make a recommendation for the award.

3.11.4 Proposals will be evaluated using the following criteria:

Ocean County College

Criteria for Firm Selection Points multiplied by Weight = Total		Points 1 - 5	Weight 1 - 3	Total
1	Technical Response to the Scope of Work		3	0
2	Number & qualifications of staff to be assigned to the college		2	0
3	Organizational approach and commitment to timeliness		1	0
4	Firm Experience and References		1	0
5	Price		3	0
	Grand Total		10	0

SECTION 4 GENERAL TERMS AND CONDITIONS

Any Contract awarded as a result of the RFP will contain the general terms and conditions listed below in these sections. Subcontractors are also obliged to comply with these provisions.

4.0 Formation of Contract

At its option, OCEAN COUNTY COLLEGE may take either of the following actions (4.0.1 or 4.0.2) in forming a Contract between OCEAN COUNTY COLLEGE and selected Vendor:

- 4.0.1** Accept a Proposal, as written, by issuing a written "Notice of Award" to selected Vendor that incorporates the Contract Documents by reference and accepts all or selected portions of Vendor's Proposal. The "Notice of Award" will be in the form of a "Contractual Agreement", which must be signed by both OCEAN COUNTY COLLEGE and Vendor. Vendor shall be given twenty (20) days to sign such a Contract. Delays in finalizing by Vendor may be viewed as lack of interest by Vendor in servicing the Contract and would be grounds for rejecting the Proposal.
- 4.0.2** Enter into negotiations with one Vendor in an effort to reach a mutually satisfactory "Contract Agreement" that will be executed by both OCEAN COUNTY COLLEGE and Vendor and that will be based on the Contract Documents, the Proposal submitted by selected Vendor, and any clarification(s) requested by OCEAN COUNTY COLLEGE and submitted by Vendor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the Proposal, unless the negotiations change the requirements. Should OCEAN COUNTY COLLEGE and Vendor be unable to negotiate a mutually acceptable Contract within thirty (30) days of OCEAN COUNTY COLLEGE initiating negotiations, OCEAN COUNTY COLLEGE shall have the right to reject the original selected Vendor's Proposal and enter into negotiations with another Vendor, without penalty to OCEAN COUNTY COLLEGE.
- 4.0.3** Because OCEAN COUNTY COLLEGE may use the alternative described in Subsection 4.0.1, each Vendor shall include in its written Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.
- 4.0.4** OCEAN COUNTY COLLEGE reserves the right to award based on the Proposal(s) determined to be in its best interest.

4.1 Payment

Payment will be made on a project basis and within thirty (30) days from receipt of a correct invoice or billing statement unless otherwise stated in the solicitation document.

4.2 Patents or Copyrights

The Contractor agrees to protect OCEAN COUNTY COLLEGE from claims involving infringement of patent or copyrights.

4.3 Contractor Assignments

The Contractor shall not assign or subcontract the whole or any part of the contract without OCEAN COUNTY COLLEGE prior written consent. The Contractor may assign its right to receive payment to such third parties as the Contractor may desire without the prior written consent of the College, provided that Contractor gives written notice (including evidence of such assignment) to the College thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

4.4 Contractor Responsibilities

- The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Contractor shall furnish OCEAN COUNTY COLLEGE with satisfactory proof of its compliance.
- The Contractor shall be responsible for damage to OCEAN COUNTY COLLEGE's equipment, and/or the workplace and its contents, by its works, its negligence in work, its personnel, or its equipment. The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for OCEAN COUNTY COLLEGE.
- The Contractor shall provide all labor and equipment necessary to furnish the goods or perform the service.

4.5 Damage Claims

The Contractor shall defend, indemnify, and hold harmless OCEAN COUNTY COLLEGE, all of its officers, agency and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Contractor or any agent, employee, Subcontractor, or supplier of Contractor in the execution or performance of this Contract.

4.6 Indemnification and Insurance

Indemnity – Except as otherwise expressly provided herein, Vendor and the College shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Agreement. This clause shall survive termination of the Agreement.

Insurance – Vendor shall secure, pay the premiums for, and keep in force until the expiration of the Contract and any renewal thereof:

- Comprehensive liability insurance in the minimum amount of one million (\$1,000,000.00) dollars.
- Comprehensive Automobile Liability including owned, hired and non-owned automobile coverages.
- Worker’s Compensation (Including Employers Liability) as required by State law for all of Contractor’s employees engaged in work at OCEAN COUNTY COLLEGE.

The policy shall include OCEAN COUNTY COLLEGE as an additional insured to the extent indemnified with respect to operations under the Contract. A certificate of insurance is required at the time of both parties signing the Contract.

The policy of insurance shall include the following statement:

“It is understood and agreed that the insurance Vendor shall notify OCEAN COUNTY COLLEGE in writing thirty (30) days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy.”

4.7 Abandonment or Default

If the Contractor defaults on the Contract, OCEAN COUNTY COLLEGE reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4.8 Proprietary or Confidential Information

Responses may include proprietary or confidential information. OCEAN COUNTY COLLEGE will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

4.9 Termination

- 4.9.1** Termination with Default: OCEAN COUNTY COLLEGE may terminate the Contract immediately for default by providing written notice to the Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of termination for default, OCEAN COUNTY COLLEGE shall have all remedies against the Contractor as provided by law and equity.
- 4.9.2** Termination without Default: OCEAN COUNTY COLLEGE may at its option and discretion terminate the Contract at any time, for any reason whatsoever, by giving a written notice (the "Notice of Termination") to the Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.
- 4.9.3** In the event of termination by OCEAN COUNTY COLLEGE, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined in the following Section entitled "IMPLEMENTATION OF TERMINATION."
- 4.9.4** Implementation of Termination: The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work (and be compensated only for such work) as may be necessary as determined by the College to preserve the work in progress and to protect materials, buildings, and equipment.
- 4.9.5** In the event of termination by OCEAN COUNTY COLLEGE, shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

4.10 Substitutions

Substitutions are not permitted without the written approval of OCEAN COUNTY COLLEGE.

4.11 Taxes

Purchases made for College uses are exempt from Florida State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to OCEAN COUNTY COLLEGE.

4.12 Property Taxes

The Contractor shall be responsible for any ad valorem or property taxes.

**SECTION 5
EXECUTION OF PROPOSAL**

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any Contract resulting from this Proposal.

RESPONDENT (Vendor): _____

SIGNATURE (INK): _____

NAME (PRINTED): _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NO: _____

Social Security or FIN: _____

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

SECTION 6 PRICING AND DELIVERY SCHEDULE
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This Schedule and successful Proposer's (Contractor's) response to it will be incorporated into the final Contract.

1. Method and Rate of Payment

Estimated Price

A. Enter your estimated cost for Section 2.1.1, Phase I: Discover, Audit and Operational Recommendation phase.	\$_____
B. Enter your estimated cost for Section 2.1.2, Phase II: Design, Architecture and Standardization Efforts.	\$_____
C. Enter your estimated cost for Section 2.1.3, Phase III: Core Business and Major Academic Area Web Page Conversion	\$_____
D. Other expenses: Specify and list any other expenses that are involved to implement the program.	\$_____
E. GRAND TOTAL	\$_____

Respectfully submitted,

CORPORATE SEAL
(If Bid is by a
Corporation)

Firm:_____

By:_____

(Print name) (Signature)

Attested To:_____

(Corporate Secretary)

Address:_____

Telephone No._____

Fax No._____

SECTION 7 RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a Vendor/agent, OCEAN COUNTY COLLEGE will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. OCEAN COUNTY COLLEGE reserves the right to contact each and every reference listed below and shall be free from any liability to Respondent for conducting such inquiry.

Vendor Profile

- Number of Years in Business: _____

Type of Operation: Individual____ Partnership____ Corporation____
Government____

Number of Employees: _____ (companywide)

Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)
Annual Sales Volume: _____ (servicing location)

- State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by OCEAN COUNTY COLLEGE.
- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by OCEAN COUNTY COLLEGE.
- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your performance under an agreement with OCEAN COUNTY COLLEGE.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- Please list below any exceptions to the requirements of this Request for Proposal.

SECTION 8 REFERENCES

List below other organizations (users of similar size and structure to OCEAN COUNTY COLLEGE preferred) for which these or similar services have been provided.

List must include a contact name and current phone number and list of clients and URLs.

Vendor Name & URL: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Vendor Name & URL: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Vendor Name & URL: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

SECTION 9 ALTERNATIVE PROPOSAL

This section is to be used if Proposer is submitting an alternative Proposal. Proposer shall submit any relevant information to evaluate this alternative Proposal.

**OCEAN COUNTY COLLEGE
PROPOSAL TERMS AND CONDITIONS**

PROPOSAL PREPARATION:

All proposals shall be made with typewriter or pen and ink on the forms provided. Proposals showing any erasure alteration must be initialed by firm in ink. Unit prices and totals, where applicable, must be inserted in space provided. Where discrepancies occur between the unit figure and the extension, the unit figure will prevail. Failure to sign and give all information in the proposal may result in the proposal being rejected.

REFERENCE NUMBER:

Refer to "RFP REFERENCE NUMBER" AND "ITEM NO." in all correspondence and telephone inquiries.

PRICING:

Insert prices for furnishing all or any portion of the material or articles described. Prices shall be net, including all transportation charges fully prepaid by the bidder, F.O.B. Destination, unless otherwise provided.

All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the College shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The College must be notified in writing of any price reduction within five (5) days of the effective date.

DELIVERY TERMS:

F.O.B Destination is the term preferred by the College and proposals listing such terms will receive prime consideration in the determination of an award. If customs of the trade or unique circumstances dictate F.O.B. Shipping Point, an estimate of the shipping charges must be included with the proposal. In such cases, actual shipping charges are to be prepaid and added to the invoice. F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered. College weights and measures to govern prices quoted are firm for complete delivery of quantities specified, unless otherwise specified by vendor.

PROPOSAL TERM:

Proposals shall remain in full force and effect and be open for acceptance for sixty (60) days after the scheduled closing time for their receipt. Proposals are to remain firm for complete delivery of quantities or services specified. Proposals may be withdrawn by the firm prior to, but not after, the time fixed for the opening of proposals. Any firm exercising the privilege of so withdrawing the

proposal waives all claims that may arise. Proposals received after the time set for the public opening will be returned unopened.

PROPOSAL ACCEPTANCE:

The contract will be awarded to the qualified firm whose materials and/or services meet the outlined specifications. The College reserves the right to award the contract on the basis of quality commensurate with price, as determined in its best judgment. The College reserves the right to waive any informalities. The College reserves the right to reject any or all proposals or to award in whole or in part if deemed to be in the best interest of the College to do so. In case of tie proposals, it shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions.

ISSUING OFFICE:

The Request for Proposal is issued by the Purchasing Office, and that office is the sole point of contact.

ITEM DESCRIPTION:

Brand names and/or description used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be evaluated. Vendors may bid on an approved equal basis. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered are to be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. All commodities must be in current production. Discontinued items will not be considered. Where specification are attached describing the item, all bids must list in detail wherein the materials offered differs from the specifications. In the absence of any changes by the bidder it will be presumed and required that material, as described in the proposal be delivered.

All materials and/or services proposed shall meet all the specifications outlined. The apparent omission of any detailed description will be regarded as meaning only that which is first quality and consistent with the remainder of the manufacturer's specifications.

Proposals on inferior grade materials and/or services are not requested and will not be accepted. Materials must be new and unused.

FINAL DECISION:

The Final Decision concerning the acceptability, suitability and quality level of any such item ordered shall be the sole prerogative of Ocean County College, prior to actual award of the contract.

AMERICAN GOODS

Whenever available, products of the United States shall be used.

LIABILITY-COPYRIGHT

The vendor shall hold and save the College, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented, or unpatented invention, article or appliance furnished or used in the performance of this contract.

ACCIDENTS, INJURIES, DAMAGES, AND CONTRACTOR'S INSURANCE

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the College in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the College from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

The contractor shall purchase and maintain such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractors operations under the contract, whether such operations be by the contractor or by any subcontractor or by anyone for whose acts any of them may be liable:

(a) claims under Workmen's Compensation Disability Act; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees, and claims insured by usual personal injury liability coverage; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees, and claims insured by usual personal injury liability coverage; and (d) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The contractor shall secure and protect the owner from any liability or damage whatsoever for injury (including death), to any persons or property. Limits of liability insurance shall be not less than \$500,000.00 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00. The contractor shall, during the period of the contract, maintain liability insurance in a sufficient amount to protect themselves from any liability damage for injury (including death) to any of their employees and/or to other person, including any liability or damage which may arise by virtue of any statute or law now in force or which may hereafter be enacted. All insurance policies are to be issued by companies authorized to do business under the laws of the State of New Jersey.

Contractor shall at all times hold and save harmless the College and its agents, representatives, and employees of the College against any and all suits, claims, costs, charges and expenses by reason of any damages or claims for damages, arising from negligence of contractor, his agents, representatives and employees.

The successful contractor shall furnish a Certificate of Insurance showing all of the above coverage's and limits of protection from claims for property damage which may arise from operations under the contract, whether such operation be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, equal to amount of cost for replacement or satisfactory repairs.

TRANSFER OF BUSINESS:

It is understood by all parties that if, during the life of the contract, the contractor disposes of his business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) will be required to submit a Performance Bond in the amount of the open balance of the contract or order

COMPLIANCE-LAWS:

The contractor is presumed to know and shall strictly comply with all national, state or county laws and city or town ordinances, codes and regulations in a manner affecting the conduct of the work. The contractor shall indemnify and save harmless Ocean County College and all Officers, Agents and Servants thereof, against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees, whether by the contractor or by the contractor's employees. The apparent omission of any reference made to code and law requirements does not release the contractor from responsibility to comply with these requirements.

COMPLIANCE-STATE LAWS:

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

DEVIATION FROM SPECIFICATIONS:

Proposals incorporating deviations which, in the opinion of the College depart from the intent and purpose of these specifications and conditions will not be considered.

COST LIABILITY:

The College assumes no responsibility or liability for costs incurred by firms prior to the award of a contract or purchase order.

THE COLLEGE RESERVES the right to cancel part or all of the award in the event of a failure by the contractor to deliver the materials and/or services as required and/or the failure to furnish materials and/or services as specified.

In case of rejection or non-delivery, the College may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

FIRMS GUARANTEE:

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim for, or have right to, cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

DELIVERY:

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in proposal.
- b. The vendor will be responsible for the delivery of material in first-class condition at the point of delivery, and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with those bid upon.
- d. In the event delivery is not made within the number of days stipulated, the College will have the right to pick up the required material from any available source-the difference in price, if any, to be paid by the contractor failing to meet his commitments.

NONCONFORMING DELIVERIES:

Should the result of any test or inspection fail to meet the requirements of the College, the material shall be rejected and immediately replaced by the vendor at its own cost and expense.

THE COLLEGE RESERVES the right to cancel part or all of the award in the event of a failure by the contractor to deliver the materials and/or services as required and/or the failure to furnish materials and/or services as specified.

In case of rejection or non-delivery, the College may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

QUALIFICATION OF FIRMS:

Persons or firms submitting proposals shall be engaged in the lines of work called for in the specifications and shall be able to refer to work of a similar character performed by them. The owner may make such investigations as it deems necessary to determine the ability of the firm to perform the work, and the firm shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the Owner that such firm is

properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The College reserves the right to investigate the firm's establishment before making an award.

MANUFACTURER'S CERTIFICATE AND STATEMENT OF ORIGIN:

Bidders acting as agents of the actual manufacturer may be required to provide a manufacturer's certificate. The term "Agent" is hereby defined as any person or firm offering to supply any items which are manufactured by someone else. When bids are submitted by manufacturer directly, they may be required to provide verification that the items offered are of their own make.

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all of the materials to be used in the contract.

CERTIFICATE OF FIRM:

The bidder hereby certifies that:

The equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and none likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

All equipment supplied to the College and operated by electrical current must be UL approved.

All new machines are to be unconditionally guaranteed for a period of one year from time of delivery, and prompt service will be rendered without charge, regardless of geographic location.

That sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

That trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48-hour period.

Name and telephone number of representatives to call for service is to be listed.

MODIFICATION AND WAIVER:

No modification or amendment to these terms and conditions and no waiver of the provisions or conditions shall be valid unless in writing and signed by the duly authorized representatives of the College and the contractor.

PRIME CONTRACTOR:

The successful firm will be required to assume sole responsibility for furnishing and delivery of all equipment as specified.

ASSIGNMENTS:

The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein, or its power to execute such contract, to any other person, company or corporation without the previous consent and approval in writing by the College. The College does not intend to preclude assignment of responsibility under the contract to a wholly owned subsidiary of firm so long as performance is guaranteed by firm.

If the firm shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of this right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract may, at the option of the College, be revoked and annulled, and the College thereupon relieved and discharged from any and all liability and obligations growing out of the same to the firm and to his assignee or transferee.

ACCEPTANCE OF PROPOSAL CONTENT:

The contents of the response to this proposal of the successful firm will become a part of any contract awarded as a result of these specifications.

TERMINATION OF CONTRACT:

The College reserves the right to terminate any contract entered into as a result of this proposal provided written notice has been given by the College to the contractor at least 30 days prior to such proposed termination date, unless otherwise specified. Ocean County College may terminate the contract immediately in the event of a material breach of contract.

INSPECTION AND ACCEPTANCE:

All materials and articles shall be received subject to the right of inspection and rejection by the College. Materials and articles which are defective or not in accordance with the College's specifications will be held for thirty (30) days for bidder's instruction at bidder's risk and if bidder so directs will be returned at bidder's expense. If inspection discloses that part of the materials and articles received is not in accordance with the College's specification, the College shall have the right to cancel any unshipped portion of its order. Payment for goods by the College prior to its inspection shall not constitute acceptance thereof and is without prejudice to any and all claims which the College may have against bidder.

QUANTITY:

The specific quantity of material and articles ordered must be delivered in full and not be changed without the written consent of the Purchasing Department. Any unauthorized quantity is subject to rejection and return at bidder's expense.

DELIVERY:

Delivery must be made within the time stated in the Purchase Order, time being of the essence, and if bidder fails to make deliveries as specified, the College reserves the right, in addition to its other remedies, or purchasing the materials and articles from another source and charging bidder with any loss incurred.

ROUTING:

All material must be forwarded by the route taking the lowest transportation rate or in accordance with special shipping instructions; otherwise, the difference in freight rate and extra cost of cartage will be charged to bidder's account.

EXTRA CHARGES:

No additional charges of any kind, including charges for labor, boxing, packing, cartage, or other extras, will be allowed unless specifically agreed to in writing by the Purchasing Department.

PATENTS:

Bidder warrants the material purchased hereunder does not infringe or violate any letters patent, trademarks, copyrights or the like, or does not unlawfully disclose or make use of any trade secrets, and covenants and agrees to hold and save harmless the College, and its agents, servants and employees, from any and all claims, demands, and actions arising out of any such infringements or violation or unlawful use or disclosure of trade secrets.

WARRANTY:

Bidder expressly warrants that all materials and articles covered by this offer or other description or specification furnished by the College will be in accordance with such offer, description or specification and fit for the purpose for which such materials and articles are ordinarily employed and be free from defects in materials and/or workmanship and be merchantable. Such warranties shall survive delivery and shall not be deemed waived either by reason of the acceptance of said materials or articles or by payment for them. The bidder, in addition to the manufacturer, will guarantee against faulty material, workmanship or breakdown of equipment for a period of at least one year. If the manufacturer's standard warranty provides for a longer period than one year, the longer period will take precedence. All other requirements of the warranty shall be as set forth herein. During the warranty period, all labor, repairs, replacement shall be performed at no cost to the College. Said warranty period shall commence following written acceptance of the equipment by Ocean County College.

PROPOSAL EVALUATION:

- a. Proposals shall be judged on the following criteria:
 1. The response of the firm to all specification requirements in sufficient detail for evaluator to analyze the proposal and make a sound judgment about it.
 2. Price.
- b. In addition to the specific information requested in the proposal deemed necessary as a standard for fair and equitable evaluation, Ocean County College, Vice President of Finance may request for clarification any other information as necessary regarding the experience and ability of the firm to provide the required materials.

METHOD OF AWARD:

The contract award shall be predicated on the availability of sufficient funds to complete this project. After the proposals are opened, the College will perform a thorough evaluation to determine the successful firm(s). The College shall have the right to award orders or contracts to that firm best meeting the specifications and conditions of the proposal, cost and other factors considered. The ability of the vendor to supply the needed materials is of paramount importance and any award made is based on the confidence of the College that the vendor has the experience, skill, ability and financial resources to satisfy the requirements of the proposal.

TAXES:

Proposals will not include any state or local sales or use tax.

AUTHORITY OF OCEAN COUNTY COLLEGE:

On all questions concerning the interpretation of specifications, the acceptability, quality of materials of items furnished and work performed, the classification of material, the execution of the work and the determination of payment due or to become due, the decision of Ocean County College, Board of Trustees, shall be final and binding.

NON-COLLUSION STATEMENT:

This statement must be completed, signed and be submitted with the proposal forms (see form 3).

LOCATION:

Ocean County College is located on College Drive, off Hooper Avenue (Route #549), Toms River, New Jersey.

DISQUALIFICATION OF FIRMS:

Any one (1) or more of the following causes shall be considered as sufficient for the disqualification of a firm and the rejection of the proposal or proposals: (a) more than one (1) proposal for the same contract from an individual, firm or corporation among firms; (b) evidence of collusion among firms; (c) unsatisfactory performance record as shown by past deliveries to Ocean County College; and (d) if there are any unauthorized additions, interlineation, conditional or alternate proposals or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

All firms must be in compliance with Chapter 127 PL 1975 New Jersey - Supplement to law against discrimination. (See attached Supplement Affirmative Action.)

AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT & SERVICES FORM:

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. Ocean County College 2/92 form is to be completed, signed and submitted with the bid proposal along with Exhibit A. Form AA-302 should be submitted after notification of the award, but **before** the execution of a contract (see Form 6).

DISCLOSURE STATEMENT:

All firms must be in compliance with Chapter 33 PL 1977 New Jersey - Stockholder Disclosure Statement. This statement must be completed, signed and be submitted with the proposal, in order for the proposal to be compliant. (See Form 2).

The male pronoun, in various forms (he, his, him, etc.), as it may appear in this publication, has been used in the traditional neutral sense, and its use is not intended to suggest or imply a limited reference to the masculine gender. Ocean County College, from its inception, has prohibited discrimination in any form and specifically as regards race, color, religion, sex, ethnicity, age, handicapped status and veteran status.

COLLEGE CLOSING - INCLEMENT WEATHER

In the event that the College is officially closed due to inclement weather on the date and time specified for the proposal, vendors will be notified by mail of the rescheduled proposal opening date and time. Notice will be sent to all previously notified vendors and those who submit timely proposals by virtue of the original advertisement for proposal. No proposals will be opened prior to their rescheduled proposal opening date and time.

LEGAL INTERPRETATION

Any Contract resulting from this Proposal shall be interpreted in accordance with the laws of New Jersey.

LEGAL CHALLENGES

Firm acknowledges that this proposal and the award of a contract are governed by the County College Contracts Law N.J.S.A. 18A:25.1 et seq., and that any legal challenges to the bidding process, the award or non-award of a contract, or the rejection of any proposals, must be pursued before the Board of Trustees in accordance with P.L. 1994 Ch. 48, Sec. 6(f). The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Rules Governing Hearings before the Board of Trustees of Ocean County College, which rules may be obtained at the Office of the President.

RIGHT TO KNOW

All products supplied to the College under any contracts shall comply with the New Jersey Worker and Community Right To Know Act (N.J.S.A. 34:5A-1 et seq.) by providing a Material Safety Data Sheet for each product and, further complying with the Uniform Labeling requirement on each product container and package before delivery.

This is an important and irrevocably part of any resulting Contract.

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor and the County College do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County College 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 College in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County College, 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 College's grievance procedure. If any action or administrative proceeding results in an award of damages against the County College or if the County College incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County College 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 proceedings is brought against the County College shall expeditiously forward or have forwarded to the Contract every demand, complaint, notice, summons, pleading, or other process received by the County College or its representatives.

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

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

FORM OF CONTRACT

An appropriate form of Contract shall be signed by the successful firm and the College after an award is made.

BUSINESS REGISTRATION:

All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey must be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business with the Division of Revenue.

PAY-TO-PLAY

This proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

REVISIONS TO THIS REQUEST FOR PROPOSAL

In the event that it becomes necessary to clarify or revise this Request for Proposal before the due date, such clarification or revision will be issued by addendum. Any addenda shall become part of this Request for Proposal and part of any contract(s) resulting from this Request for Proposal.

Acknowledge receipt of all addenda by signature:

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

It is the bidder's responsibility to check the College website for updates/addenda <http://purchasing.ocean.edu>

CORPORATE SEAL
(If Bid is by a
Corporation)

Respectfully submitted,

Firm: _____

By: _____

(Print name) (Signature)

Attested To: _____
(Corporate Secretary)

Address: _____

Telephone No. _____

Fax No. _____

EXHIBIT A
AFFIRMATIVE ACTION REQUIREMENTS FOR PROCUREMENT,
OR PROFESSIONAL SERVICE CONTRACTING

Contractors/Vendors must submit one of the following within seven (7) days of award of contract:

_____ 1. If the Contractor/Vendor has a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs.

A photo copy of the letter of approval is to be submitted to the public agency.

_____ 2. If the Contractor/Vendor has a Certificate of Employee Information Report.

A photo copy of the Certificate is to be submitted to the public agency. The number is:_____.

_____ 3. If Contractor/Vendor has none of the above, the public agency is required to provide the Contractor/Vendor with an A.A.302 Affirmative Action Employee Information Report.

NOTE: The Federal Affirmative Action Plan Approval or the Certificate of Affirmative Action Employee Information Report may be requested prior to the signing of the contract.

The Affirmative Action Employee Information Report (A.A.302) is only to be provided to the Contractor/Vendor that will be awarded the contract.

The Public Agency may require the Contractor/Vendor that is to be awarded the contract to submit their Affirmative Action Employee Information Report (marked Public Agency) at the time the signed contract is returned to the Agency.

The appropriate Affirmative Action document should be submitted by the seventh day after the notification of intent to award a contract or the signing of the contract.

If the Contractor/Vendor does not submit the Affirmative Action document within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor/Vendor does not submit the Affirmative Action document, the Public Agency must declare the Contractor/Vendor as being non-responsive and award the contract to the next lowest bidder.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, C. 127 (N.J.A.C. 17:27)**

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation 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.

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, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

STATE OF NEW JERSEY – LAWS OF 1977 – CHAPTER 33

(Disclosure Statement)

No corporation or partnership shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or agency of the State, or of any county, municipality or school district, or any authority, board of commission which exercises governmental functions, unless prior to the receipt of the bid, or accompanying the bid, of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

DISCLOSURE STATEMENT FOR BIDDING PURPOSES

REFERENCE: New Jersey Laws of 1977 – Chapter 33

DIRECTIONS: Disclosure Statement of stockholders/partnership must be included with the proposal.

☐ There are no stockholders in the corporation who own 10% or more of its stock, of neither any class, nor are there any individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If this is not an accurate statement of ownership relative to the bidding company identified below, you must complete section II. Section III must be completed if it also applies.

☐ Names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be.

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

☐ If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be.

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

Bidder:_____

By:_____

Title:_____

PLEASE USE REVERSE SIDE OF SHEET FOR ADDITIONAL LISTINGS OR ATTACH SUPPLEMENTAL PAGES CLEARLY LABELED AND NUMBERED.

**NOTICE TO CONTRACTORS
NON-COLLUSION STATEMENT**

The Ocean County College requires as a condition precedent to acceptance of bids, a sworn statement executed by, or on behalf, of the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

NON-COLLUSION STATEMENT

DATE: _____

Ocean County College
College Drive
P.O. Box 2001
Toms River, NJ 08754-2001

Gentlemen:

This is to certify that the undersigned bidder, _____, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with proposal submitted to the Ocean County College on the _____ day of _____ 20____.

Signature of Bidder _____

Corporate Seal

Attest: _____

Secretary

Sworn to and subscribed before this _____

day of _____ 20____.

My Commission expires _____.

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE PROPOSAL TO BE CONSIDERED.

VENDOR INFORMATION FORM

MAILING ADDRESS FOR PURCHASE ORDERS:

Company Name (as recorded with IRS): _____

DBA: _____

Mailing Name: _____

Street Address: _____ Suite: _____ PO Box: _____

City: _____ State: _____ Zip: _____

MAILING ADDRESS FOR PAYMENTS (if different from above):

Company Name (as recorded with IRS): _____

Mailing Name: _____

Street Address: _____ Suite: _____ PO Box: _____

City: _____ State: _____ Zip: _____

SALES CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

ACCOUNTS RECEIVABLE CONTACT INFORMATION:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____

E-CHECK INFORMATION:

Routing #: _____ Bank Account #: _____ Account Type: _____

I agree to have payments from Ocean County College direct deposited using the bank account information provided below. If my banking information changes I agree to update this information in writing prior to submitting any future payment requests. In situations where a payment has been made in error, Ocean County College is authorized to correct that error and notify you accordingly. Initials: _____

Check those that apply:

- ☐ SBE Small Business Enterprise
- ☐ MBE Minority Business Enterprise
- ☐ WBE Woman Business Enterprise
- ☐ MWBE Minority Woman Business Enterprise
- ☐ SMBE Small Minority Business Enterprise
- ☐ SMWBE Small Minority Women Business Enterprise
- ☐ SWBE Small Woman Business Enterprise

Ethnicity:

- ☐ African American
- ☐ Asian American
- ☐ Caucasian American
- ☐ Hispanic American
- ☐ Multiple Ethnicities
- ☐ Native American
- ☐ Unspecified

EMINDER CHECKLIST

A NUMBER OF ITEMS ARE REQUIRED TO BE SUBMITTED WITH YOUR PROPOSAL.
THEY INCLUDE:

- ☐ PROPOSAL FORM
- ☐ DISCLOSURE STATEMENT
- ☐ NON-COLLUSION STATEMENT
- ☐ BUSINESS REGISTRATION CERTIFICATE
- ☐ REFERENCES
- ☐ VENDOR FORM
- ☐ PLEASE SUBMIT ONE ORIGINAL AND FOUR COPIES