



We Can Get You There

Number: 10-18-P
Date Issued: April 8, 2010
Assistant Director: Matthew Farr
Requesting Department: College Relations
Fiscal Year: 2010-2011

Proposals will be due: **Tuesday, May 4, 2010 at 2:00 P.M.**

Important: This proposal should be returned in a self addressed envelope and must be received at or before the opening time and date stated above. Late proposals will not be accepted. Return proposal to:

**Burlington County College
Administrative Services- Purchasing Dept.
601 Pemberton Browns Mills Rd.
Pemberton, New Jersey 08068
Attn: Matthew Farr
RFP # 10-18-P**

PURPOSE AND INTENT OF PROPOSAL:

Solicit proposals for the Web-Press Printing and Mailing of the College's FY11 Non-Credit Brochures

INSTRUCTIONS TO BIDDERS FOR COMPLETING THIS PROPOSAL

1. Read the entire proposal, including all terms and conditions and specifications.
2. All prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit and/or total prices must be initialed by the bidder.
3. **THIS PROPOSAL IS TO BE SIGNED BELOW (BLOCK 16).**
4. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided.
5. Address all inquiries and correspondence to the buyer at the phone or address shown above.
6. Telephone/facsimile, email and/or telegraph proposals are not acceptable.
7. All instructions must be followed and signatures must be provided for proposal to be accepted.

MANDATORY TO BE COMPLETED BY VENDOR

8. Payment discount terms: _____
9. Prices quoted are firm through issuance of contract until the following date _____
10. Your Federal I.D. Number (FEIN): _____
11. Vendor fax number: _____
12. Firm Name: _____
13. Print Name (Authorized Representative): _____
14. Title: _____
15. Date: _____

16. ORIGINAL SIGNATURE OF BIDDER (MUST BE SIGNED)

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for proposal unless otherwise stated in writing and submitted with the proposal.

PRE-BID CONFERENCE / ON-SITE INSPECTION NOT REQUIRED

ADVERTISEMENT FOR PROPOSALS

WEB-PRESS PRINTING & MAILING of FY11 NON-CREDIT BROCHURES

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Burlington County College, 601 Pemberton Browns Mills Rd., Pemberton, New Jersey 08068 for the Web-Press Printing and Mailing of FY11 Non-Credit College Brochures, Proposal #10-18-P, at the Pemberton Campus of Burlington County College, together with all work incidental thereto, in accordance with the requirements of the specifications.

Copies of the bid document may be requested, in person, by mail, by emailing (sbjork@bcc.edu) or by calling (609) 894-9311 extension 1417. Our address is Burlington County College, Administrative Services Department, Lewis Parker Center, Room 101, 601 Pemberton Browns Mills Road, Pemberton, NJ 08068 and our hours of operation are between 9:00 a.m. and 4:30 p.m. Monday through Friday.

Bids for the above will be received by Burlington County College, Office of Administrative Services, located in Room 101E in the Parker Center on the Pemberton Campus, until **2:00 PM (Prevailing Time) on Tuesday, May 4, 2010**, and will be publicly opened and read immediately thereafter.

Bids must be in duplicate (**1 original and 1 copy**) on the proposal forms provided in the manner designated, enclosed in a sealed envelope bearing on the outside of the envelope the name and number of the proposal, as well as the name and address of the Bidder.

Deadline for bidder's questions is **Thursday, April 15, 2010 at 2 PM.**

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:64A-25.1 et seq., pertaining to the "County College Contracts Law".

All Bidders shall comply with (P.L. 2004, c57) Business Registration Act and proof of their Registration with the New Jersey Department of Treasury, Division of Revenue, shall be submitted with Proposal.

Respondents are advised of their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271, s.3). It is the respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

All bidders are placed on notice that they are required to comply with all requirements of P.L. 1975, C. 127 (N.J.S.A. 10:5-31 through 10:5-38) as implemented by NJAC 17:27.

By Order of Burlington County College
Pemberton, New Jersey
Matthew Farr
Asst. Director of Administrative Services

Released: April 8, 2010

NOTICE TO PROPOSERS

Burlington County College is soliciting proposals for the web-press printing and mailing of the College's FY11 Non-Credit Brochures

- 1. Proposal Statement.**
- 2. Non-collusion Statement.**
- 3. Conflict of Interest/Disclosure Statement**
- 4. Certificate of Compliance with Affirmative Action**
- 5. Mandatory Affirmative Action Language for Procurement, Professional, and Service Contracts**
- 6. Certificate of Insurance**
- 7. Copy of Business Registration Certificate**
 - Vendors conducting business with any State agency including Burlington County College will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public bid or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.
- 8. Compliance with New Jersey Business Entity Regulations**
 - Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

FAILURE TO INCLUDE ALL DOCUMENTS/INFORMATION AS REQUESTED WITHIN THESE PROPOSAL SPECIFICATIONS WILL BE CAUSE FOR REJECTION OF PROPOSAL.

THE FOLLOWING ITEMS SHOULD BE INCLUDED WITH YOUR PROPOSAL SUBMISSION; HOWEVER, FAILURES TO INCLUDE THESE FORMS WILL NOT BE GROUNDS FOR DISQUALIFICATION.

- 9. BCC General Terms & Conditions** (if any exceptions are noted)
- 10. W-9 Request for Taxpayer Identification Number and Certification** (vendor to attach)
- 11. Addendums/Clarifications** (if any are issued)

PROPOSAL INFORMATION DATES AND DEADLINES
SCHEDULE OF EVENTS

a) Questions:

All questions must be submitted in writing via email (mfarr@bcc.edu) or fax (609-894-0058) to Matthew Farr, Asst. Director of Administrative Services-Purchasing, Burlington County College, no later than **Thursday, April 15, 2010 by 2 p.m.**

Should any questions be received, an addendum/clarification statement will be issued and faxed out no later than **Tuesday, April 20, 2010**. If an addendum/clarification statement is issued, **it SHOULD be acknowledged on** the vendor's proposal sheet with submission.

b) Submission:

Each bidder submitting a proposal will deliver or cause to be delivered the required elements of the proposal package, sealed in the envelope and clearly marked as a **proposal with its bid number affixed thereto**, to:

BURLINGTON COUNTY COLLEGE
601 Pemberton Browns Mills Rd.
Pemberton, NJ 08068
Administrative Services Department, Room 101
Attn: Matthew Farr

Bid # 10-18-P

BID REQUIREMENTS

1. PREPARATION OF BID:

- a. The bidder shall submit bids in single copy on the Proposal Form, which is bound in the specifications' documents. State all amounts both in writing and figures, where so indicated. Write all signatures in longhand; print or type all pertinent information, exclusive of signatures. The bidder must initial any alterations or erasures. Bids shall not be detached from the specifications. Unit prices shall prevail. Bidders shall make copies for their use.
- b. Bidders shall include in the proposal a sufficient amount to cover the cost of any and all work called for in an Addendum or other instructions issued during the bidding period. Such work shall automatically become a part of the Contract.
- c. Bids may be rejected if they contain uncalled for items, additions, omissions, erasures, alterations, irregularities of any kind (except arithmetical errors).
- d. A bidder may withdraw his bid unopened after it has been deposited, if such a request is made prior to the time set for opening of the bid. Any bidder exercising the privilege of so withdrawing his bid or bids waives all claims that may arise.

2. DELIVERY OF BIDS:

- a. Bids shall be placed in envelopes, sealed, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. If forwarded by mail, the proposal shall be placed in the standard envelope, sealed, and placed in a second envelope addressed:

BURLINGTON COUNTY COLLEGE
Attention: Administrative Services, LPC, Rm. 101
601 Pemberton Browns Mills Rd.
Pemberton, New Jersey 08068

Mailed bids will be received at its offices until the time set in the advertisement.

- a. In the event that the College is closed due to inclement weather on the date and time set for bid opening in the advertisement, all vendors will be notified by certified mail of the rescheduled bid opening date and time, as set forth in another legal advertisement. Notice will be sent to all previously notified vendors and those who submit timely bids by virtue of the original advertisement. No bids will be opened prior to the rescheduled bid opening date and time.
- b. No responsibility shall be attached to any person or persons for the premature opening of any bids not properly identified.
- c. Only bids, which are signed, by the company, corporation or individual that procured specifications and plans in said company, corporation or individual name will be accepted.
- d. All bids will be accepted at the office of Administrative Services, Burlington County College until the time/date set in the advertisement.
- e. Bids received after the time/date set for the public opening will be returned unopened.
- f. The Contractors are responsible to assure the Bid Proposals are received at Burlington County College at the advertised time and place.

3. NON-COLLUSION STATEMENT:

- a. Burlington County College requires as a condition precedent of 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 bid and must properly be executed in order to have the bid considered. Failure to execute the Non-collusion Statement will automatically disqualify the bid.

4. CONFLICT OF INTEREST STATEMENT:

- a. Corporations and partnerships bidding on public contracts are required to submit a list containing the names and addresses of all stockholders in the corporation or partnership who own 10% or more of a corporation's stock. (See CONFLICT OF INTEREST STATEMENT.)

5. AFFIRMATIVE ACTION:

- a. Vendor/Contractor is required to comply with Affirmative Action Requirements. See attached Affirmative Action Requirements and Language.

6. INSURANCE REQUIREMENTS:

The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The successful vendor shall provide Burlington County College with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notification to the Purchasing Coordinator for Burlington County College.

The insurance to be provided by the successful bidder shall be as follows:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. Comprehensive General Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
3. Worker's Compensation Insurance applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$1,000,000.

The successful vendor, upon notice of award of contract, must provide certificate of such insurance as proof of coverage to the Purchasing Department at Burlington County College within (7) days after notice of award of contract and periodically during the course of a multi-year contract.

7. NEW JERSEY BUSINESS REGISTRATION

All bidders shall comply with (P.L. 2004, c57) Business Registration Act and proof of their registration with the New Jersey Department of Treasury, Division of Revenue, shall be submitted with bid.

N.J.S.A. 52:32-44, imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1)the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3)during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

8. DISCLOSURE OF CONTRIBUTIONS TO ELEC

Vendor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L.2005, c.271,s.3) if the vendor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendors responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

9. ALTERNATE BIDDING:

- a. If bidding on any item which is other than the make and/or model specified, the bidder shall so indicate and must include data to indicate clearly wherein the equipment proposed differs from the specification requirements. Alternate bids must be approved equals. Without supporting data, alternate bids will not be considered.

10. BID SUMMARY:

- a. Answers to all questions, if requested, shall be completed. The Bid Summary must be completed, as indicated.

11. WARRANTY PERIOD

- a. Bidders are required to furnish warranty period if applicable.

GENERAL INFORMATION

1. AUTHORITY OF BURLINGTON COUNTY COLLEGE:

- a. On all questions concerning the interpretation of specifications, acceptability, quality of materials or 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 the Burlington County College Board of Trustees shall be final and binding.

2. CONTENTS OF BID FORMS:

- a. Prospective bidders are furnished herein with blank bid forms, in which are shown the type of materials or work, estimated quantities, location of deliveries, date of completion, and required forms to be completed.
- b. All papers bound with or attached to the Bid are a necessary part thereof, and shall not be detached or altered.

3. EXAMINATION OF BID SPECIFICATIONS:

- a. The bidder shall carefully examine the bid and the contract forms for the materials/services contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the materials/services to be furnished and the requirements of the Bid Requirements and the Award and Execution of Contract. The submission of a bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

4. PUBLIC OPENING OF BIDS:

- a. Bids will be opened publicly and read at the place designated by Burlington County College on the date and hour set in the advertisement. Bidders or their authorized representatives are invited to be present.

5. CONSIDERATIONS OF BIDS:

- a. After the bids have been opened and read, the bid prices will be compared, and the result of such comparisons will be made available to the public. Comparisons of the bids will be based on the correct summation of items at the prices bid; unit prices shall prevail.
- b. The right is reserved to waive technicalities, to reject any or all bids, to advertise for new bids, to proceed to do the work otherwise, or to abandon the work if in the judgment of Burlington County College or its Board, the best interest of the College will be promoted thereby.

6. DISQUALIFICATION OF BIDDERS:

- a. Any one (1) or more of the following causes shall be considered as sufficient for the disqualification of a bidder and the rejection of his bids:
 - 1.) More than one (1) proposal for the same contract from an individual.
 - 2.) Evidence of collusion among bidders.
 - 3.) Unsatisfactory performance record as shown by past experiences with Burlington County College.

- 4.) If the unit prices are obviously unbalanced, either in excess or below reasonable cost analysis values.
- 5.) If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 6.) Failure to complete and include with the bid response all required documents.

7. LAWS TO BE OBSERVED:

- a. The Contractor is presumed to know and shall strictly comply with all national, state, or county laws, and city or town ordinances and regulations in a manner affecting the conduct of the work. The Contractor shall indemnify and save harmless the State of New Jersey, the County of Burlington, Burlington 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, or decrees whether by himself or by his employees.

8. PERMITS AND LICENSES:

- a. All necessary permits, licenses, insurance policies, prequalification's, etc., required by local, state or federal laws shall be provided by the Contractor at his own expense.

9. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, equipment, or work, a contract may be terminated by the cancellation of portions of the contract.
- b. In the event that the Contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of Burlington County College, it is impractical to substitute other materials that are available, or that the work cannot be completed within a reasonable time, the incomplete portions of the work may be canceled, or the contract may be terminated by mutual agreement. Burlington County College may require the completion of items of the work not covered by Government Restrictions prior to such termination.

10. TAX EXEMPTION:

- a. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to Burlington County College. If the shipping papers show clearly that any such material or equipment is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor. Each bidder shall take this exemption into account in calculating his bid for his work.
- b. Burlington County College is exempt from all state or local sales or use tax.

11. PATENTED DEVICES, MATERIALS AND PROCESSES:

- a. The contractor shall provide for the use of any patented design device, material or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner and shall file a copy of this agreement with Burlington County College.
- b. The contractor and the surety shall hold and save harmless the State of New Jersey, the County of Burlington, Burlington County College, their Officers or Board from any and all claims because of the use of such patented design, device, materials, or process in connection with the work agreed to be performed under this contract.

12. LOCATION:

- a. Burlington County College's Main Campus is located on 601 Pemberton Browns Mills Rd., Pemberton, New Jersey 08068. With campuses also located at 3331 State Route 38, Mt. Laurel, NJ 08054, 300 Willingboro Parkway, Suite 1, Willingboro, NJ 08046 and the Mount Holly Center, 1 High Street, Mount Holly, NJ 08060. The successful bidder will be responsible for delivery and complete installation of equipment at the designated Campus.

13. PAYMENTS:

- a. Payment will be made within 30 days upon delivery of materials/services and receipt of a properly certified and tabulated invoice. All invoices shall include Purchase Order Number and Item Number in these specifications or from the purchase order. Invoices shall be submitted to the Attention of **Accounts Payable, Administrative Services.**

AWARD AND EXECUTION OF CONTRACT

1. AWARD OF CONTRACT:

- a. Within sixty (60) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

2. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall furnish good and sufficient bond within (10) days after date of official notice of the award of the contract, if required.
- b. Upon submission of the required documents to the College, the College will forward a contract to the successful vendor(s) to be executed by an authorized official.

3. BID SPECIFICATIONS TO BE INCLUDED IN CONTRACT:

- a. In all cases the Contract will be awarded on the basis of the bid submission and the bid specifications will be part of the contract and be the overriding document on any conflict.

4. FUND AVAILABILITY:

- a. This contract is subject to the availability and appropriation of sufficient funds as may be required to meet the extended obligations.

5. CONTRACTUAL LIABILITY (Hold Harmless):

- a. The Contractor shall be responsible for any and all injury due to damage to any person and/or property including loss of human life, arising directly or indirectly from or in connection with work performed or to be performed under this contract, including extra work and shall hold Burlington County College and its employees harmless of any and all loss or damage from such injury, damage or death and shall defend any such claims asserted or suit brought against Burlington County College or its employees thereon, and
- b. shall pay any judgment against Burlington County College and its employees resulting in any such suit; provided, however, that Burlington County College and its employees shall have the right at its option to participate in any such litigation without, however, relieving the Contractor of its obligations hereunder, and further provided that this indemnity agreement shall not apply to injury, sickness, disease, or destruction, the sole proximate cause of which is an act or omission of Burlington County College.

6. TERMINATION ON NOTICE:

- a. In the event of a material breach or failure of performance of any of the terms and conditions of the Contract by either party, the other party may, by giving not less than ninety (90) days written notice to the party in default, cancel and terminate the Contract as of the date specified in the notice, notwithstanding that such date is earlier than the originally intended expiration date. The party to whom notice is given may request a expiration date. The party to whom notice is given may request a pre-termination hearing within fifteen (15) days of such request if such request is communicated to the other party within fifteen (15) days of receipt of notice of termination. At such hearing, the parties may agree that the party in default shall have a reasonable opportunity to cure the defective performance complained of. In the event that the decision is to terminate the Contract pursuant to this paragraph, the parties shall each comply with all requirements and obligations of the Contract pertaining to its expiration.



**BURLINGTON
COUNTY COLLEGE**

We Can Get You There.

NON-COLLUSION STATEMENT

Date: _____

**Burlington County College
Administrative Service Office, Purchasing Department
The Parker Lewis Center, Room 101
601 Pemberton Browns Mills Road
Pemberton, NJ 08068**

To Whom It May Concern:

This is to certify that the undersigned bidder _____ as 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
the proposal submitted to Burlington County College on the _____ day
of _____, 20____.

Signature: _____

Corporate Seal:

Attest by: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

My commission Expires: _____

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED

STATEMENT OF CORPORATE OWNERSHIP

CONFLICT OF INTEREST STATEMENT

N.J.S.A. 52:25:24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own 10% or more of the stock or interest in the corporation or partnership.”

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

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

Stockholders or Partners owning 10% or more of the company-submitting bid:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

Signature_____Date_____

No Stockholder or partner owns 10% or more of the company-submitting bid.

Signature_____Date_____

Bid is being submitted by an individual who operates as a sole proprietorship.

Signature_____Date_____

Bid is being submitted by a corporation or partnership that operates as a (check one of the following).

_____ **Limited Partnership** _____ **Limited Liability Company**
_____ **Limited Liability Partnership** _____ **Subchapter S Corporation**

Stockholders or Partners owning 10% or more of the form of corporation or partnership

Check above shall provide the following information:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signature_____Date_____

THIS FORM MUST BE COMPLETED, SIGNED, DATED AND SUBMITTED WITH YOUR BID DOCUMENTS.



**BURLINGTON
COUNTY COLLEGE**

We Can Get You There.

**IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE
REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION
REQUIREMENTS OF P.L. 1975, c.127 (NJAC 17:27)**

An employee information report must be completed and returned prior to or at the time of an award. An affirmative action plan approved by the Federal Government or the State of New Jersey Affirmative Action Officer is an acceptable alternate.

Your bid will be accepted even if you are not in compliance at this time. If you are the lowest responsive bidder and have not yet complied with the affirmative action regulations, we will send you affirmative action document AA-302 for completion prior to award. You must return the completed document to us within seven (7) days after receiving the same.

PLEASE CHECK IN THE APPLICABLE SPACE:

_____ A Federal Letter of Approval has been received and a photocopy of the letter is herewith submitted.

_____ A Certificate of Employee Information Report has been received and a photocopy of the certificate is herewith submitted.

_____ Form AA-302 Affirmative Action Employee Information Report must be completed prior to award of proposal.

**TO BE A RESPONSIVE PROPOSAL, ONE OF THE ABOVE
SPACES MUST BE COMPLETED AND APPROPRIATE
DOCUMENTATION ATTACHED**

IDENTIFICATION OF PROPOSAL: _____

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

A. 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, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional 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;

B. 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

C. The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 this notice in conspicuous places available to employees and applicants for employment

D. The contractor or subcontractor, where applicable, agrees to comply with any 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.

E. 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.

F. 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, 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.

G. 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.

H. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, 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.

I. 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).

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS OF P.L. 1975, c.127 (NJAC 17:27)

Firm Name: _____

Signature: _____

Title: _____ **Date:** _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42U.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 OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

INSURANCE REQUIREMENTS

Verification from a Surety Company that a Certificate of Insurance can be provided in the amounts specified below must be included with bid submission to be a compliant bid. A letter from the Insurance Company will be sufficient; the letter should indicate that, upon award of contract, a Certificate of Insurance will be issued in the amounts shown below. Insurance must be maintained during the term of the contract.

Name and Address of Insured:

Coverage	Policy No.	Policy Period	Minimum Limits
Workers Compensation			Statutory
Comprehensive General Liability: Bodily and Personal Injury Property Damage Contractual Liability Products/Completed Operations	<i>Sample Certificate</i>		\$1,000,000/\$2,000,000 Million aggregate
Automobile Liability: Bodily Injury Property Damage			\$1,000,000/CSL
Umbrella Liability:			\$5,000,000. Per occurrence and in the aggregate aggregate
Professional Liability (If Applicable)			\$1,000,000 Per occurrence

Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail notice to Burlington County College 60 days prior to such cancellation or change.

Agent _____ (/ /) Address _____
(Date)

Phone _____ Name of Insurance Company _____

FAILURE TO COMPLY WITH ABOVE INSURANCE REQUIREMENTS WILL BE CAUSE FOR REJECTION OF BID.

Burlington County College
2011 Non-Credit Brochures
for Spring, Summer and Fall Enrollment

Stock:

Cover: 50 lb. white offset.

Interior: 30 lb. basis weight 100% recycled newsprint.

To assist the college in publication design, vendor must indicate with this bid which interior pages, if any, will be on the same paper stock as the cover. Quotes must include a sample of the actual stock to be used by vendor. Stock is subject to College approval.

Ink:

Cover: 4/2 (full color process for front and back covers; 2 spot colors for inside covers)

Inside pages: 2/2 (PMS 201 and Black)

Pages:

The count will vary slightly for each edition. The maximum number would be 104 pages, letter size mini-tab, trimmed, saddle-stitched to final page size of 10 7/8" deep x 6" wide with 1/2" margins. Cannot exceed this size due to postal service regulations for letter size bulk mailers. Any deviation from this size, whether larger or smaller, must be approved in advance by the College. Printer is expected to make every attempt to maintain 1/2" margins.

Quantity:

Approximately 300,000 each edition for a total of 900,000 copies (3 lots of 300,000) over the life of the contract. This quantity includes approximately 290,000 for residential and business customer mailing inscribed with pre-sort indicia and "Postal Customer" and 10,000 with no indicia.

Binding:

Trimming, saddle-stitch and bundling to be included in price.

Artwork:

The College will furnish the successful bidder with all materials as PDF files to the vendor's FTP site. PDF file settings must be supplied by the vendor. BCC process Macintosh-formatted PDF files from both InDesign and Quark Express.

Proof:

The successful bidder will provide a color proof of the brochure for review and approval by BCC's Office of College Relations & Publications prior to final press production. The date/time of proof delivery is to be indicated by printer when PDF files are received from the College.

Schedule:

Successful vendor is responsible for making certain that the mailing lists used are accurate and that brochures are mailed to the zip codes specified by the College. The College does not purchase or supply mailing lists.

Spring '11 Edition

10,000 brochures without indicia and without "Postal Customer" delivered to the College and the remaining 290,000 brochures delivered to the US Postal Service ready for mailing at the end of November.

Summer '11 Edition

10,000 brochures without indicia and without "Postal Customer" delivered to the College and the remaining 290,000 brochures delivered to the US Postal Service ready for mailing at the end of April.

Fall '11 Edition

10,000 brochures without indicia and without "Postal Customer" delivered to the College and the remaining 290,000 brochures delivered to the US Postal Service ready for mailing at the end of July.

Postal Preparation:

To include zip code sorting, liaison with postal officials and delivery to US Postal Service for a "Simplified Address Procedure" mailing. Quote to include all mail preparation, including delivery to both Trenton and Bellmawr post offices. College will pay postage directly into our permit.

NOTE: Mailing should include:

- All Burlington County residential and business zip codes
- Burlington County routes which receive their mail from out-of-county post offices (i.e. Trenton post office for parts of northern Burlington County and Atco post office for parts of southern Evesham Township)
- Residential addresses at Fort Dix, McGuire AFB and Lakehurst
- Mercer County zip codes 08609 08610 08611 08619 08620 08629 08690 08691
- Monmouth County zip code 08501
- Camden County zip codes 08002, 08003, 08034 and 08043

Other:

Quote MUST include cost for additional pages and cost per thousand for additional brochures if required. Additional pages must be printed in the same colors as the remainder of the brochure.

Required Samples of Work:

SPECIAL NOTICE: If the vendor has not previously produced registration brochures for Burlington County College, the vendor must provide sample(s) of work done in similar format for previous clients. Failure to do so will be cause for the bid to be considered non-compliant.

The College reserves the right to reject vendor(s) whose work is deemed to be of unsatisfactory quality. The College also reserves the right to reject any printing which exhibits any of the following shortcomings:

1. PMS color seriously out of register
2. Uneven ink coverage
3. Facing pages seriously misaligned
4. Departure from specifications and/or instructions (color indication, cropping, etc.), without approval by the college.

5. Improper trimming of pages.
6. Failure to maintain page margins.
7. Improperly assembled pages, including poor gluing/stitching.
8. Failure to meet specified completion deadlines.

Proposal Summary

2011 Non-Credit Brochures

Total price of credit brochures: \$_____

- Printing and mailing, 900,000 total copies which is 300,000 three lots within one calendar year
- 300,000 of each edition (900,000 annually) which will be processed for mailing 10,000 of each edition (30,000 annually) delivered to Burlington County College
- 104 pages each, stapled/glued and trimmed
- Final page size of 10 7/8" deep by 6" wide with even, 1/2" margins.
- Full-color cover (four color process) and black with one PMS color on interior pages

Cost of printing additional pages if required (MUST be provided): \$_____

Cost per thousand to print additional brochures if required: \$_____

Interior pages, if any, printed on the same white offset stock as the cover: _____

Company Name _____

Address _____

City/town _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Reminder: Vendors that have not previously printed course registration brochures for Burlington County College MUST submit samples of similar publications that the vendor printed for other clients.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all contracts, purchase orders or purchase agreements made with Burlington County College unless specifically deleted on this form. Vendors submitting proposals to the College must cross out any provisions they do not agree to meet. Any cross out or change in the College's terms and conditions will be a factor in determining an award of contract or purchase agreement.

Vendors are notified by this statement that all terms and conditions will become a part of any contract or purchase order awarded as a result of a request for proposal/bid whether stated in part, in summary, or by reference. In the event a vendor's terms or conditions conflict with a state law and/or the College's terms and conditions, the state law or College's terms and conditions will prevail. Also, a vendor's acceptance of a College purchase order constitutes acceptance and compliance with all of the College's General Terms and Conditions.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS

- 1.1 CORPORATE AUTHORITY**-N.J.S.A. 14A:13-3 requires that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, Department of State, State House, Trenton, New Jersey.
- 1.2 ANTI-DISCRIMINATION**-All parties to any contract with Burlington County College agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.
- 1.3 PREVAILING WAGE ACT**-The New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Burlington County College except those contracts which are not within the contemplation of the Act. The vendor's signature on this proposal guarantees that neither the firm nor any subcontractors employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of that Act.
- 1.4 WORKER AND COMMUNITY RIGHT TO KNOW ACT**-The Worker and Community Right to Know Act P.L. 1983, Chapter 315; N.J.S.A. 34:5A-1 et seq., required employers to label all containers of hazardous substances by March 29, 1985. Additionally, it required employers to label all containers on their premises by August 29, 1986. Proper compliance shall be deemed a term and condition of any College purchasing contract.
- 1.5 OWNERSHIP DISCLOSURE**-P.L. 1977 Chapter 33 stipulates that a contract for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interest.
- 1.6 COMPLIANCE-STATE LAWS**-It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed by and construed in accordance with the laws of the State of New Jersey. The laws of the State of New Jersey shall determine the rights and obligations of the parties hereto.
- 1.7 COMPLIANCE-LAWS**-The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder.
- 1.8 BUSINESS REGISTRATION CERTIFICATE**- Vendors conducting business with any State agency including Burlington County College will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public bid or prior to issuing a purchase order, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey.
- 1.9 BUSINESS ENTITY REGULATIONS, P.L. 2005, CHAPTER 271**-On January 5, 2006, Governor Codey signed into law P.L. 2005, c. 271 (hereafter, Chapter 271). A key element of this law mandates that, at least ten days prior to entering into a contract/purchase order over \$17,500 in value, state agencies, counties, municipalities independent authorities, boards of education and fire districts must require business entities to submit a disclosure of certain political contributions that is separate and different from the disclosure required by E.O. 134 (P.L. 2005, c. 51). The new Chapter 271 applies to all unadvertised contracts in excess of \$17,500 including waived contracts and

contracts entered into under an agency's delegated purchase authority. Exempted from this obligation are contracts that are publicly advertised and contracts where a public emergency requires the immediate delivery of the goods or services.

- 1.10 MANDATORY ELEC DISCLOSURE REQUIREMENT, P.L. 2005, CHAPTER 271** -Vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2. LIABILITIES

LIABILITY-COPYRIGHT-The vendor shall hold and save Burlington County College and its officers, agents, students, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract awarded pursuant to this proposal or purchase order.

INDEMNIFICATION-The vendor shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract; and additionally agrees to indemnify, defend, and save harmless Burlington County College and its officers, agents, students, and employees from and against such proceedings. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

INSURANCE-The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The successful vendor shall provide Burlington County College with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notification to the Office of Administrative Services for Burlington County College.

The insurance to be provided by the successful bidder shall be as follows:

1. **Comprehensive General Liability** policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. **Comprehensive General Automobile** Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
3. **Worker's Compensation Insurance** applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$1,000,000.

Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department within seven (7) day prior to the start of the contract or Notice to Award and periodically during the course of a multi-year contract.

BONDS- Bid, Consent of Surety, Performance and Payment Bonds shall be submitted IF required in the bid documents and General Terms and Conditions.

Bid Bond: Bid bond for 10% of proposal amount, Certified or Cashier's check. Not to exceed \$20,000 unless Construction Related Projects- If requested by the College, all participating contractor(s) shall submit a bid bond in the amount of ten percent (10%) of the annual guarantee amount proposed by the Contractor, not to exceed \$20,000, for the first year of the contract unless it is a construction related project. The guarantee shall be submitted in the form of a bid bond from a surety licensed to do business in the State of New Jersey, or a certified check drawn on a reputable banking institution and made payable to Burlington County College.

Consent of Surety (certification from a Surety Company to ascertain that a Performance Bond and Payment Bond can be obtained)

Performance Bond: If requested by the College, upon Execution of the Contract, the contractor must deliver to the College an executed standard Performance Bond, with approved surety, payable to the College, in the amount of the annual guarantee for the first year of the contract. It is understood that the Bond shall be guarantee for the faithful performance by the Contractor of its obligations now or hereafter-contained in the contract. The sureties of all Bonds shall be of such Surety Company or companies as are reasonably approved by the College and are licensed to transact business in the State of New Jersey. No Contract shall be deemed in effect until the bond has been approved by the College. Said Performance Bond shall remain in effect throughout the term of the Contract, any extensions thereof, and for at least 90 days after termination of the contract.

3. TERMS GOVERNING ALL PROPOSALS TO BURLINGTON COUNTY COLLEGE

CONTRACT AMOUNT-The amount of any contract negotiated, as a result of this proposal shall not be construed as either the maximum or the minimum amount, which the College shall be obligated to order.

CONTRACT PERIOD AND EXTENSION OPTION-If, in the opinion of the Office of Administrative Services it is in the best interest of the College to extend any contract awarded as a result of this proposal for a period of all or any part of a year, the vendor will be so notified of the intent at least 30 days prior to the expiration date of the existing contract. If the extension is acceptable to the vendor, at the original prices and on the original terms, notice will be given to the vendor by the College's Office of Administrative Services in writing. Unless otherwise specified in such cases, a new Performance Bond may be required of the vendor on a pro rata basis of the original Performance Bond to cover the period of the extension.

VENDOR RIGHT TO PROTEST INTENT TO AWARD

- a. Except in cases of emergency, vendors have the right to protest the College's award of the contract as announced in the Notice of Intent to Award. Unless otherwise stated, a vendor's protest must be received no later than ten (10) days after the date on the Notice of Intent to Award.
- b. A protest must be in writing and delivered to the Secretary of the Board of Trustees (President of the College) with copies sent to the Office of Administrative Services and the apparent Successful Contractor/Bidder, as indicated in the Intent to Award notification. Based on Board Policy 809, the petition must include the specific grounds for challenging the award.
- c. Contents of Petition
The petition must:
 - (a.) state the name, address, e-mail address, and telephone number of each petitioner;
 - (b.) identify the College's Bid or RFP number, and also, if applicable, identify the decision-maker(s) whose determination or action is being challenged and, where the challenged determination has been reduced to writing, include as an exhibit a copy of the determination;
 - (c.) state the sections of Title 18A under which the controversy has arisen;
 - (d.) if the petition challenges the award or non-award of a contract under Section 3.2, the petition, which may only be filed by a vendor who has submitted a proposal in response to an advertised RFP, shall state the specific grounds for challenging the intended contract award, including all arguments, materials and/or other documentation that may support the protester's position that the contract award should be overturned;
 - (e.) a statement as to whether the protester requests an opportunity for oral presentation and the reason(s) for the request.
- d. The Board Secretary may disregard a protest not containing all of the items set forth in Board Policy 809 Section 3.3 (a) through (e) (also listed above) and may disregard a protest of any award filed after the ten day protest period, after which time the contract may be awarded.

TERMINATION OF CONTRACT

A. Change of Circumstances:

1. Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Office of Administrative Services may terminate the contract.
2. The vendor must, where practicable, be given 30 days written notice and an opportunity to respond.

B. For Cause:

1. Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints, the Office of Administrative Services may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.
2. When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping etc., the Office of Administrative Services may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations the Office of Administrative Services may reduce the period of notification and discretionally dispense with an opportunity to respond.

C. Availability of Funding

1. The College obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made, where practicable, the vendor will be given 30 days written notice of the College's need to terminate any agreement or contract.

COMPLAINTS-Where a vendor has a history of performance problems as evidenced by formal complaints and/or contract cancellation for cause pursuant to 3.B (For Cause), that vendor may be bypassed for any future contract awards unless the vendor submits with proposal documentation:

- A. An explanation of the past performance difficulties and the reasons for such occurrences.
- B. An outline of corrective action taken by the vendor to preclude future recurrences of the same or similar problems in the event the vendor is awarded the contract.

SUBCONTRACTING OR ASSIGNMENT-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Office of Administrative Services. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. In the event that a vendor proposes to subcontract for the services to be performed under the terms of the contract award, it shall be stated in the proposal and a list of subcontractors and an itemization of the subcontract services to be supplied will be attached, for approval prior to award of the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between a subcontractor and the College.

PERFORMANCE GUARANTEE OF VENDOR-The vendor hereby certifies that:

- A. The equipment offered is standard new equipment, is the manufacturer's latest model in production with parts regularly used for the type of equipment offered and that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- B. All equipment operated by electrical current is UL approved.
- C. All new machines are guaranteed for a period of one year from time of delivery and/or installation and that prompt service, as necessary, will be rendered without charge, regardless of geographic location.
- D. Sufficient quantities of parts for the proper service to equipment will be maintained at distribution points and service headquarters.
- E. Trained technicians are regularly employed in the territory to provide service and repairs to equipment within 24 hours or a period of time accepted as customary industry practice.
- F. Any material/equipment rejected for failure to meet the specifications or requirements of the College shall be immediately replaced by the vendor with properly specified equipment/material. Such replacement shall be completely at the vendor's expense.
- G. All services rendered to the College shall be performed in strict and full compliance with the specifications of the contract.
 1. A service contract shall not be considered complete until final approval by the College is rendered.
 2. Payment for services rendered may not be made until final approval is given by the College.

- H. Vendor's obligations under this contract is in addition to the vendor's other expressed or implied assurances under this contract or New Jersey State Law and in no way diminishes any other rights that the College may have against the vendor for faulty material, equipment, or work.

DELIVERY GUARANTEES-Deliveries shall be made at such time and in such quantities as ordered in strict compliance with the conditions contained in the contract. The vendor shall be responsible for the delivery of material in first class condition and in accordance with good commercial practice. Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the time frame specified or under the schedule stipulated in the specifications, the College may obtain the goods or services from any available source and the difference in price, if any, will be paid by the vendor failing to fulfill the commitment.

RIGHT TO INSPECT VENDOR'S FACILITIES-The College reserves the right to inspect the vendor's establishment before making an award.

OFFICE OF ADMINISTRATIVE SERVICES SERVICES' RIGHT TO FINAL ACCEPTANCE-The Office of Administrative Services reserves the right to reject any or all bids, or to award a contract in whole or in part if deemed to be in the best interest of the College. In case of tie bids, the contract shall be awarded at the discretion of the Office of Administrative Services to the vendor or vendors best meeting all of the specifications and conditions.

MAINTENANCE OF RECORD-The vendor shall maintain records for products and/or services delivered against the contract for a period of three years from the date of final payment. Such records shall be made available to the College upon request.

4. TERMS RELATING TO PRICE QUOTATION

PRICE FLUCTUATIONS DURING CONTRACT-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 subsequent orders for goods or services. The Office of Administrative Services must be notified in writing of any price reduction within five days of the effective date.

DELIVERY COSTS-Unless noted otherwise in the specification, all quoted prices shall include delivery F.O.B. Destination. The vendor shall assume all liability and responsibility for the delivery of merchandise in good condition to Burlington County College or any other location specified by the contract/purchase order. F.O.B. Destination shall be interpreted as platform delivery to the Receiving Department of the College or other receiving point indicated in the contract/purchase order. In certain instances spot deliveries may be specified and required. No additional freight charges will be payable for transportation costs resulting from partial shipments made for the vendor's convenience when a single shipment is ordered.

COD TERMS-Unless otherwise stated COD terms are not acceptable and such contingency shall constitute just cause for automatic rejection of a bid.

TAX CHARGES-Burlington County College is exempt from the New Jersey sales or use tax pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act N.J.S.A. 54:32B-1 et seq. Additionally, the College is exempt from Federal Excise Tax. An exemption certificate or number is not required for Burlington County College to make tax-exempt purchases. An official request on College letterhead or an official purchase order signed by a qualified officer is sufficient proof for the vendor of exemption from paying the sales tax. Vendors should not include tax charges in their price quotations or on subsequent invoices for purchased goods or services. The College's Federal Employer Identification Number is 22-1825538.

PAYMENT TO VENDORS-Payments for goods and/or services purchased by the College will only be made against a valid College purchase order and a legitimate vendor invoice after receipt of contracted items and approval of the invoice for payment.

CASH DISCOUNTS-Cash discounts for periods of less than 21 days may be considered as factors in the award of contracts. For purposes of determining the College's compliance with any discount offered:

- A. A discount period shall commence on the date of a properly executed vendor invoice for products and services that have been duly accepted by the College in accordance with terms, conditions and

specifications of a valid contract/purchase order. If the invoice is received prior to delivery of the goods or performance of services, the discount period begins with the receipt and acceptance of the goods or completion of services.

- B.** The date of the check issued by the College in payment of an invoice shall be deemed the date of the College's response to an invoice for cash discount purposes.

5. FORCE MAJEURE

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this contract, other than the obligations to pay money due hereunder, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, act of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fire, explosions, floods, breakdowns, or damage to plants, equipment or facilities, embargoes, orders, or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.