

PUBLIC NOTICE

BOROUGH OF PROSPECT PARK

**REQUEST FOR QUALIFICATIONS FOR
DESIGN, PRINTING & MAIL-HOUSE SERVICES FOR 2017 PROSPECT PARK
COMMUNITY CALENDAR**

Notice is hereby given that the Borough of Prospect Park is requesting sealed quotes for the design, printing and mail-house services for the 2017 Borough Calendar.

All submissions shall be submitted no later than Thursday, October 20, 2016 at 11:00AM. Qualifications will be opened and read aloud, in pertinent part, at that time. All submissions shall be submitted to Danielle Ireland, Administrator/Acting Municipal Clerk, 106 Brown Avenue, Prospect Park, New Jersey 07508.

Specifications and other information, including a sample calendar, may be obtained from the Municipal Clerk, 106 Brown Avenue, Prospect Park, NJ 07508, during regular business hours (8:30AM to 4:30PM) or on the Borough website, www.prospectpark.net.

Danielle Ireland
Administrator /
Acting Municipal Clerk

**BOROUGH OF PROSPECT PARK
SPECIFICATIONS FOR ANNUAL BOROUGH CALENDAR**

1. INTENT

The Borough of Prospect Park is seeking Quotes from qualified printing companies for services as described herein.

2. RESPONSE TO REQUEST FOR QUOTES (RFQ)

Vendor's response must be in strict compliance with the RFQ. Failure to comply with the requirements of this RFQ may disqualify the Vendor's response from consideration.

3. DEADLINE FOR RESPONSES

Responses to the RFQ must be submitted to the Borough of Prospect Park no later than 11:00 a.m. on Thursday, October 20, 2016. **Quotes must be in a sealed opaque envelope or box and clearly marked "QUOTE – 2017 Borough Calendar"**. Quotes should identify a contact person, and the name and office of the person who prepared the Quote.

Responses may be mailed, hand-delivered or sent via courier to:

Borough of Prospect Park
Attn: Danielle Ireland, Administrator
Prospect Park Municipal Building
106 Brown Avenue
Prospect Park, New Jersey 07508

The Borough shall not be responsible for submissions mis-mailed or misdirected. Responses received by the Borough after the date and time specified above will not be considered.

4. QUESTIONS OR REQUESTS FOR INFORMATION

Vendors shall direct all questions or requests for information in writing to Danielle Ireland, at the address above, or via e-mail (e-mail to irelandd@prospectpark.net) or facsimile, (if by facsimile, to (973)790-0394). All questions must contain an address where responses can be directed.

All questions should reference the section or addendum of the RFQ and page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFQ. Except for brief procedural matters, there will be no response to oral inquiries.

5. REVISIONS TO THE RFQ

In the event it becomes necessary to clarify or revise this RFQ, such clarification or revision shall be by an addendum to the RFQ.

Any RFQ addendum shall be delivered via facsimile or certified mail. Only those Vendors who have already received the proposal documentation will be provided the addenda.

6. COSTS

The Borough assumes no responsibility and bears no liability for costs incurred by Vendors in the preparation and submittal of responses to this RFQ.

7. OPENING OF QUOTES

Quotes will be examined promptly after opening at 11:00 a.m. on Thursday, October 20, 2016, and an evaluation process will be initiated. No Quote information or results will be given over the telephone. No Quote may be withdrawn for a period of sixty (60) calendar days of the proposal opening date. Quotes, amendments thereto or withdrawal requests received after the time advertised for Quotes opening will be void regardless of when they were mailed.

8. REJECTION OF RESPONSES

The Borough reserves the right to accept or reject in part or in whole any or all responses to this RFQ submitted. The Borough shall reject the response of any Vendor who is determined not to be responsible or whose response is deemed to be non-responsive.

The Borough reserves the right to waive minor variances in responses to this RFQ provided that the Borough considers such action to be in the best interest of the Borough. Any such waiver shall not modify any remaining RFQ requirements nor excuse any Vendor from full compliance with the RFQ specifications and other contract requirements if the Vendor is awarded the contract. The Borough reserves the right to negotiate optional or additional items with the successful proposer. The failure of a Vendor to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

9. BASIS OF AWARD

Award of proposal shall be made to the most responsive and responsible vendor meeting the specifications and providing the greatest benefit to the Borough, as determined by the Borough. Proposal evaluation and criteria are stated later in the RFQ.

10. DISCLAIMERS

The Borough reserves the right to withdraw this RFQ at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt by the Borough of a response to this RFQ confers no rights upon the Vendor nor obligations upon the Borough in any manner.

11. GENERAL INSTRUCTIONS

It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable quotes. Vendors shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a Vendor's response. The response shall be descriptive and will contain sections in the same order as provided in the section entitled "Quotes Content." Vendors are instructed to clearly identify any requirement of this RFQ that the Vendor cannot satisfy. A Vendor's failure to comply with all provisions of this RFQ may disqualify the Vendor's response.

12. **COMPETITIVENESS AND INTEGRITY**

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Proposers are to direct all communications regarding this proposal to the aforementioned designated individual and are not to contact Borough Officials or employees directly unless specifically directed by an authorized individual. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in noncompliance.

TERMS AND CONDITIONS

1. **LAWS AND REGULATIONS**

All applicable State and federal laws, Borough and County ordinances, policies and regulations of the Borough having jurisdiction shall apply to the award throughout and are incorporated here by reference.

2. **SUBCONTRACTING/ASSIGNMENT**

No portion of this proposal may be subcontracted or assigned without the prior written approval by the Borough.

3. **MODIFICATIONS OF AGREEMENT**

No modification of award shall be binding upon the Borough unless made in writing and signed by an authorized agent or the Borough.

4. **QUALIFICATIONS OF BIDDERS**

The Municipality may make such investigation as it deems necessary to determine the ability of the bidders to perform the work, which includes investigation of subcontractors. The Bidder shall furnish any information and data for this purpose as the Municipality may request.

ALL BIDDERS ARE REQUIRED TO SUBMIT A SWORN STATEMENT INDICATING WHETHER THE BIDDER IS, AT THE TIME OF THE BID OPENING, INCLUDED ON THE NEW JERSEY STATE TREASURER'S OR THE FEDERAL GOVERNMENT'S LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS AS A RESULT OF ACTION TAKEN BY ANY STATE OR FEDERAL AGENCY. THE OWNER SHALL IMMEDIATELY NOTIFY THE STATE AND THE UNIT OF FISCAL INTEGRITY, IN WRITING, WHENEVER IT APPEARS THAT A BIDDER IS ON THE TREASURER'S, OR THE FEDERAL GOVERNMENT'S LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS.

5. **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE AND SALES AND USE TAX REQUIREMENTS, P.L. 2004, c.57**

On June 29, 2004, A-3130 (PL 2004, c.57) (hereinafter referred to as the "the Contractor Use Tax Registration and Collection Legislation") was enacted imposing certain business registration certification and sales and use tax collection requirements on boards of education, and all other local contracting agencies and municipalities, and upon contractors, subcontractors and affiliates

doing business with public entities. Accordingly, Contractors are requested to comply with the following:

- a) **Business Registration Certificate Requirements:** The law requires municipalities to obtain and collect State of New Jersey, Department of Treasury Certificates of Business Registration from all contracted parties with whom they conduct business. **At the time of the Bid Opening, all Bidders shall provide a current Certificate of Business Registration. Failure to do so will be deemed a material, non-waivable defect.**

The New Jersey State Business Registration program requires contractors, subcontractors and suppliers doing business with municipalities for work that includes, but is not limited to, that for the procurement of goods and services, to be registered with the New Jersey Department of Treasury, Division of Revenue. This requirement applies to the procurement of goods and services that are valued both above and below the bid threshold.

- b) **New Jersey Sales and Use Tax Requirements:** Pursuant to the same law, all contractors or contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, including without limitation, municipalities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the “Sales and Use Tax Act,” (N.J.S.A. 54:32:B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein, “affiliate” shall mean any entity that (a) directly, indirectly or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. N.J.S.A. 52:32-44(g)(3).

The Vendor agrees to comply with the rules and regulations promulgated pursuant to the Contractor Use Tax Registration and Collection Legislation.

Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall indemnify, defend and hold the Owner harmless from and against any and all fines, taxes, penalties, interest, claims, losses, costs, expenses, liabilities or damages arising out of or in connection with the Contractor’s failure to comply with the terms and condition of A-3130 (PL 2004, c.57) to the fullest extent permitted by law and public policy.

A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L.2001, C.134 (N.J.S.A. 52:32-44 ET SEQ.), OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF TWENTY-FIVE DOLLARS (\$25) FOR EACH

DAY OF VIOLATION, NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000) FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

6. PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The Borough shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, the Borough cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law.

7. WARRANTIES

Proposer warrants that all articles, materials and work will conform with applicable drawings, specifications, samples and/or other descriptions given to the Borough and will be free from defects. Without limitation of any rights which the Borough may have by reason of any breach of warranty, goods which are not as warranted may be returned at proposer's expense at reasonable time after delivery for either credit or replacement as the Borough may direct.

8. TERMINATION OF CONTRACT

For the term of the contract, either party may terminate the contract only in the event of a material breach by the other party. Notice of such breach shall be provided in writing and the breaching party shall be afforded a period of thirty (30) days to cure the breach. If the breach is not cured during such period, the complaining party may then terminate the contract.

For the contract term, the Borough may terminate the contract on sixty (60) days written notice, with or without cause.

Without prejudice to any other right or remedy available to the Borough at law or in equity of any event described below, this Agreement may be terminated by the Borough if the Vendor, or any parent company of the Vendor, shall:

- (a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;
- (b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter);
or
- (c) admit in writing its inability to pay its debts as such debts become due.

TECHNICAL SPECIFICATIONS

Calendar:	January 2017 to January 2018
Quantity:	3,500
Size:	Flat size 11 x 17 flat, folds to 8.5 x 11
Number of Pages:	36 pages plus front and back covers
Stock:	70 Lb Gloss Text & 80 Lb Gloss Cover
Ink:	Blue and black Optional: Full Color
Finishing:	Trim, Fold, Saddlestitch, and Drill One Hole
Proofs:	The printer is required to produce proofs in digital color and blueprint. A minimum quantity of 2 proofs should be included in price quoted. Proof changes due to vendor error will not be counted in 2 proofs. The cost for each additional proof beyond 2 should be noted in the comments section of the line item on the quote response.
Design:	Design/layout of the calendar, sponsor ads and art graphics included in the calendar.
Turnaround time:	7-10 business days after approval of proofs.
Mail Preparation:	Preparation for mailing and delivery to Post Office & Prospect Park Municipal Building by December 1, 2016. 2,700 calendars require mail prep for local postal carrier route delivery. The balance of 800 calendars must be delivered to the Prospect Park Municipal Building (106 Brown Avenue, Prospect Park, NJ) to the attention of Danielle Ireland.

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY/_____

Specify, of Other

COUNTY OF _____

I, _____, of the (City, Town, Borough) of _____ State of _____, of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's, the Economic Development Authority's, as applicable, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor

By: _____

(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 20__.

**THIS FORM SHALL BE COMPLETED, SIGNED, NOTARIZED,
AND SUBMITTED WITH BID**

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE
(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the Municipality?

_____ yes _____no If yes, please explain:

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring the Municipality to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____no If yes, please explain:

3. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether the action was based on experience with the Municipality or any another entity?

_____ yes _____no If yes, please explain:

I hereby certify that the above statements are true and accurate as of this _____ day of _____, 20__.

Name of Contractor

By: _____
(Signature of Authorized Representative)

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

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____ 20__.

**THIS FORM SHALL BE COMPLETED, SIGNED, NOTARIZED,
AND SUBMITTED WITH BID**

BUSINESS REGISTRATION CERTIFICATE
STATEMENT

The Bidder fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself, and any and all subcontractors, if applicable, performing work under this contract.

BIDDER (Signature)

BIDDER (Print Name)

BIDDER'S QUOTATION

TO: Borough of Prospect Park
ATTN: Danielle Ireland
106 Brown Ave.
Prospect Park, New Jersey 07508

The undersigned bidder(s) declares that he/she has read the Specifications for the Annual Borough Calendar, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, to furnish and deliver the following:

Thirty five hundred (3,500) Borough of Prospect Park Calendars

The bid amount offered for the production of the calendars as specified herein:

Design fee: _____
Printing fee: _____
Prepare for Mail/Delivery fee: _____

Total bid amount: \$ _____

Total bid amount (write in words): _____

Bidder must also submit at same time as bid:

3 samples of previous work that are similar to scope of this project

The undersigned is a Corporation under the laws of the State of _____
 Partnership
 Individual

having its principal office at _____

COMPANY

ADDRESS

FED ID. OR SOCIAL SECURITY NO.

TELEPHONE NUMBER

SIGNATURE

FAX NUMBER

TYPE OR PRINT NAME

DATE

TITLE