Bid on Contract No. 11-8

Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab

DELAWARE COUNTY COMMUNITY COLLEGE
901 S. Media Line Road
Media, Pennsylvania 19063

Bid Opening – Wednesday, December 7, 2011 @ 2:00 p.m.
Prevailing Time
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SECTION 1.

NOTICE TO BIDDERS

Sealed Bids will be received and publicly read by the Associate Vice President for Administration or his representative, on behalf of the Delaware County Community College at his office located at 901 S. Media Line Road, Media, PA 19063 for the following:

**Bid Title:** Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab  
**Contract #:** 11-8  
**Bid Opening:** Wednesday, December 7, 2011 at 2:00 PM Prevailing Time

Contract documents including Instructions to Bidders, General Conditions, Specifications and Bid Form may be obtained from the College Purchasing Office at the address above in person or upon written request.

Bids may be mailed to the College Purchasing Office, however, no Bid will be considered, regardless of the postmark, unless it is in the hands of the Associate Vice President for Administration prior to the time set for the opening of Bids. Bids may also be delivered in person to the College Purchasing Office between the hours of 9:00 AM and 5:00 PM on official business days.

Failure by the Bidder to comply with the Bid documents may result in the rejection of its Bid.

The Delaware County Community College reserves the right to reject any and all Bids, to waive immaterial informalities or to accept any Bid which in their opinion will be in the best interest of the College.
SECTION 2.

GENERAL INFORMATION

ABOUT DELAWARE COUNTY COMMUNITY COLLEGE
Delaware County Community College is the seventh largest college in the Philadelphia metropolitan area. Established in 1967, DCCC has more than 27,000 students who attend courses on the scenic, 123-acre main campus and satellite campuses in Delaware and Chester Counties. Since 1967 over 200,000 students have attended credit and non-credit courses at DCCC.

The College operates SunGard Higher Education Banner Software which includes the Student, Financial Aid, Alumni/Development, Finance and Human Resources Systems. Banner is written in PL/SQL, Oracle Corporation’s procedural language extension to Structured Query Language (SQL) and uses the Oracle Relational Database Management System (RDBMS).

The College’s competency-based curriculum is the basis of DCCC’s reputation for academic excellence. Competencies certify to both students and their future employers the skills and knowledge gained in DCCC courses and programs. DCCC provides a supportive environment focused on students’ success. Despite its size, DCCC has a personal, small-school atmosphere. Average class size is 21, and faculty members and staff tend to know students by name.
SECTION 3.

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION
Delaware County Community College is soliciting Bids for Printing Services in accordance with the following information and guidelines. This Bid is part of a competitive procurement process which will best serve the interests of the College and will provide firms with a fair opportunity for their services to be considered. This Bid states the instructions for submitting Bids, the procedure and criteria by which a Service Provider will be selected and general contractual terms and requirements the College will include in any resulting contract.

2. DEFINITIONS
As used throughout this document, the following terms shall have the meaning as set forth below:

A. The term "College" shall refer to Delaware County Community College.
B. The term “Bid” or “Proposal” in singular or plural form shall refer to this document and the requirements contained herein.
C. The term "Bidder" or "Bidders" shall refer to those firms submitting Bids to perform the services described herein.
D. The term "Contractor" shall refer to the Successful Bidder to whom the Contract has been awarded by the College Board of Trustees.
E. The term “Contract” or “Agreement” shall refer to the final binding arrangement entered into between the College and Contractor as a result of this Bid.

3. TIMELINE FOR SUBMISSION, REVIEW AND AWARD OF BID

<table>
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<th>ACTION</th>
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<td>Release Bid to Contractors</td>
<td>November 18, 2011</td>
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<td>Dec. 8–20, 2011</td>
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<tr>
<td>Award of Contract, if any, by Board of Trustees</td>
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4. BIDDERS’ REPRESENTATION
Bidders, by the act of submitting their Bid, represent that:

A. They have read and understand the Proposal documents and their Bid is made in accordance therewith;
B. They have familiarized themselves with the conditions under which the work will be done;
C. Their Bid is based upon the requirements described in the Bid documents without exception unless exceptions are clearly stated in the response.

5. METHOD OF RESPONDING
The College invites Bids on the following: "Contract No. 11-8 Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab” for Delaware County Community College located at 901 S. Media Line Road, Media, PA. Prices listed must be for all work described in the Specifications.
6. **RECEIPT AND OPENING OF BIDS**
   A. The Delaware County Community College, Media, Pennsylvania, 19063 invites Bids in the form attached hereto which must be signed by the Bidder. **Unsigned Bids will not be considered.** Bids will be received by the College until 2:00 PM Prevailing Time on Wednesday, December 7, 2011, at 901 S. Media Line Road, Media, PA 19063-1094.
   
   B. The College may consider informal any Bid not prepared or submitted in accordance with the provisions hereof and may waive informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled date and time set for Bid opening. No Bidder may withdraw its Bid within sixty (60) days after the actual date and time of the Opening thereof.
   
   C. All Bids must be submitted in a sealed envelope clearly marked: "Bid #11-8 Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab" and noted with a return address. The sealed envelope is to be delivered or mailed to: Purchasing Office, Delaware County Community College, 901 S. Media Line Road, Media, PA 19063. Only one copy of the Bid Form is to be returned. Do **NOT** return the remainder of the Bid documents.

7. **PROCEDURE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS**
   All questions regarding this Bid shall be directed in writing to Jeffrey S. Baun, Associate VP for Administration, not later than 3:00 p.m. on Friday, December 2, 2011. Questions should be sent via e-mail to jbaun@dccc.edu. Questions may also be faxed. The College’s fax number is 611-359-5125. Bidders faxing questions should contact the Purchasing Office at 611-359-5305, to inform this office that a fax is being sent.

8. **MODIFICATION OR WITHDRAWAL OF BID**
   A. No Bid may be modified, withdrawn, or canceled for sixty (60) calendar days following the time and date designated for the receipt of Proposals.
   
   B. Prior to the time and date designated for receipt of Bids, Proposals may be modified or withdrawn only by notice to the College Purchasing Department at the location defined herein prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Provider and may be mailed or faxed. All such communications shall be so worded as to not reveal the amount of the original Proposal or any other material contents of the original Proposal.
   
   C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Proposals provided that they are then in full conformance with the information contained herein.

9. **QUALIFICATION OF BIDDER**
   The College may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the College all such information and data for this purpose as the College may request. The College reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the College that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.
SECTION 3. INSTRUCTIONS TO BIDDERS-(cont’d)

10. **BID OWNERSHIP**
    All Bids submitted become and remain the property of the College and, as such, are considered public information. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such, the College shall make available to any person requesting information through the College’s processes for disclosure of public records, any and all information submitted as a result of this Bid without obtaining permission from any Bidder to do so.

11. **COSTS ASSOCIATED WITH BID PREPARATION**
    The College is not responsible for costs incurred by any Bidders in the generation of submission of Bids, visits to the College, presentations made to College personnel or designees, documentation provided to College personnel or designees, production of marketing literature, or any other costs incurred while participating in this Bid process.

12. **TIME OF COMPLETION**
    The Contractor must agree to complete work in accordance with the following schedule:
    A. Contract award, if any, to be made on or around December 21, 2011. Award of the Contract to be in the form of a Purchase Order.
    B. Delivery of the finished product to be made on or before Thursday, March 8, 2012.

13. **CONDITIONS OF WORK**
    Each Bidder must inform himself fully of the conditions related to the project and will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents (including all addenda). Failure to do so will not relieve the Contractor of their obligation to furnish all the material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of the College or any other Contractor.

14. **METHOD OF AWARD**
    The College reserves the right to reject any or all Bids. That Bid which the Board of Trustees, in the exercise of their discretion, considers best under the circumstances, may be accepted. The College reserves the right to accept a single item, or group of items and not necessarily all items Bid. The College will make award kind, quality, and material being equal, to the lowest responsible Bidder. Notice of award will be in the form of a Purchase Order.

15. **POINT OF CONTACT**
    For purposes of this contract, the College’s representative shall be Jeffrey S. Baun, Associate VP for Administration. All contact shall be made through this individual. Under no circumstances are Bidders permitted to contact other staff, faculty or other related constituency for purposes associated with this Bid.

16. **COMPLIANCE WITH LAW**
    This Bid and subsequent Contract(s) are subject to all laws, regulations, and executive orders of the State of Pennsylvania. Any clause(s) which does not conform to such laws, regulations and executive orders shall be considered void.
SECTION 3. INSTRUCTIONS TO BIDDERS - (cont'd)

17. **ASSIGNMENTS**
The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the College.

18. **DEFECTIVE WORK**
The Contractor shall promptly replace and re-execute any defective work as determined by the College in accordance with the Contract. The Contractor shall bear the full expense of such replacement. Should the Contractor refuse to replace or re-execute work rejected by the College, the College shall have the right to purchase said product or service on the open market with any difference in price being charged back to the Contractor.

19. **ADDENDA AND INTERPRETATIONS**
In the case of any ambiguity, inconsistency, error or omission in any of the Bid documents, or a conflict between a provision in the documents and a Federal, State, County or Municipal law or governmental regulation, the Bidder is required to draw such to the attention of the College. The College will in turn clarify the situation as to the true interpretation thereof and shall notify each and every person who has received the bid documents through the issuance of an ADDENDUM. The College will not be held responsible for any oral instructions. If the Bidder fails to draw any such matters to the attention of the College as outlined herein, his Bid will be conclusively presumed to have been based upon the interpretation which may subsequently be given by the College, or if such conflict is with a law or regulation, the Bid is conclusively presumed to be predicated upon full compliance therewith.

20. **INCLEMENT WEATHER OR OTHER UNANTICIPATED COLLEGE CLOSING**
In the event the College is closed on the day designated for the receipt of Bids as a result of inclement weather or other unanticipated reason, Bids will be due on the next business day that the College is officially open, at the time noted herein. In the event the College has a delayed opening on the date that Bids are due, the Bid opening date and time will not change. Information regarding the College’s closing or delayed opening schedule may be obtained by calling 611-359-5305.

21. **TAXES**
The College is exempt from State Sales and Use Tax involved in the completion of work under this Contract and this should not be included in the Bid. The College’s exemption does not preclude the Contractor from paying taxes on material purchased for use in completion of this project. The Contractor shall pay all Social Security and Unemployment taxes and be responsible for Withholding taxes and any other Local, State or Federal requirements in this regard.

22. **INDEMNIFICATION**
The Contractor shall indemnify and hold harmless the College, its employees and agents from any and all claims, actions or demands arising from the acts or omissions of the Contractor, its employees or agents in the performance of its obligations under this or any subsequent contract or agreement and doing business as authorized herein, including costs, attorney fees and expenses incurred by reasons thereof.

23. **NAME BRAND ITEMS**
Whenever name brand items are listed, the words “acceptable alternate” are implied even though not expressly stated.
SECTION 4.

GENERAL CONDITIONS

1. **BIDDER ACCOUNTABILITY**
   Bidders will be held strictly to their proposal.

2. **BIDDER DESIGNEE**
   Each Bidder shall designate a person who is thoroughly familiar with the Bid proposal and who may be contacted during regular business hours to act as liaison between the Bidder and the College.

3. **ALTERNATES**
   Items as specified in this Bid are generally of the quality and characteristics desired by the College. Alternates of equal specifications may be submitted. After the time of Bid opening and before the College makes an award, these alternates will be reviewed to determine their comparability to the items specified. Bidders wishing to submit substitutes to those items specified should do so by listing the brand names and catalog number on the Bid Form or on a "noted" attachment to the Bid Form. Brochures or "cuts" along with shop drawings must be submitted which illustrate and give specifications on the substituted items. Failure to comply may result in rejection of Bid. Bidders offering substitutes should have samples available on short notice.

4. **ACCEPTANCE OF PRODUCT/SERVICE**
   Bidders should offer the latest models and model numbers available. No used or reconditioned items will be accepted.

5. **DELIVERY COSTS**
   Any expense involved in labor, freight, unloading, and/or return of goods connected with any order resulting from this Bid shall be at the Bidder's expense.

6. **CANCELLATION OF CONTRACT**
   In the event that any of the provisions of these Contract documents are violated by the Contractor or his subcontractors, the College may cancel the order and in good faith contract another firm to complete the contract and hold the original Contractor responsible for all costs to the College for the completion of said order. This amount not to exceed the fair market value for such work.

7. **PAYMENT FOR SERVICES**
   Neither the final certificate of payment nor any provision in the Contract documents, nor partial or entire use of the equipment, by the College shall constitute an acceptance thereof if not in accordance with these documents, or relieve the Contractor of liability in respect to any expressed warranties or responsibilities for faulty materials or workmanship. The Contractor shall promptly remedy any defects without cost to the College.

8. **REFERENCES**
   Each Bidder must submit with their Bid a list of at least three (3) references that have purchased products and or services similar to that which is specified herein within the previous twenty-four (24) months. The reference list should include (1) the name of the organization (2) a contact person (3) approximate delivery/installation date and (4) number of units delivered/installed.
SECTION 4. GENERAL CONDITIONS (cont’d)

9. **BIDDER STABILITY**
The Contractor shall have been operating continuously under the same company name for a minimum of three (3) years.

10. **HOLD HARMLESS**
The Contractor shall hold and save harmless the College and its officers, agents, and employees from liability of any nature or kind including cost and expenses for or on account of any patented or unpatented invention, process article, or appliance manufactured or used in the performance of the contract. The Contractor will protect the College from any cost and expenses pertaining to the fulfillment of the contract. It is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from use of such design, services, or materials in any way involved in the Bid item/s.

11. **PAYMENT FOR EXTRA SERVICES**
Except as otherwise provided in this contract, no payment for extra services shall be made unless such extras and the price thereof have been authorized in writing by the College.

12. **DISPUTES**
Any disputes concerning the question of fact arising under this contract, not disposed of by agreement, shall be decided by the College who shall reduce the decision to writing and furnish a signed copy to the Contractor. Such decisions shall be final and conclusive.

13. **PROVISIONS SEVERABLE**
Each provision of this Contract is severable from the whole, and if one provision is held to be invalid, the remaining provisions shall remain in effect.

14. **WAIVER OF RIGHTS**
No delay or failure by the College to enforce any of the provisions of the Contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of the College then and thereafter to enforce all provisions of this Contract and to exercise any such right.

15. **ASSIGNMENT OF CONTRACT**
Contractor shall not assign this Contract, in whole or in part, or enter into any subcontract for the performance of any work contracted for, without first obtaining the written consent of the College, and then only subject to such conditions as the College may prescribe.

16. **POSSIBLE AWARD WITHOUT DISCUSSION**
Bidders are hereby notified of the possibility that award of this Contract may be made without discussion of Proposals received and hence, Proposals should be submitted initially in the most favorable terms, from a price and technical standpoint, which the Bidder can submit to the College.
SECTION 4. GENERAL CONDITIONS (cont’d)

17. **AUTHORITY TO BIND PROPOSAL**
Each Bid shall identify the individual(s) having authority to contractually bind the Bidder to a Contract. It shall also name the person to be contacted both during the period of evaluation and for prompt Contract administration upon award of the Contract. This information is to include: Name, Title, Address, Telephone Number and Fax Number. In the absence of a designee named by the Bidder, it is assumed that the individual signing the Bid Form has the authority to bind the Bidder to a Contract.

18. **DISCRIMINATION**
The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, gender, ethnic background, or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause shall be barred forthwith from receiving awards of any kind from the College, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
SECTION 5.

SPECIFICATIONS

Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab

Quantity: Grand Total - 455,000

Size: Mini-tab final trim size 8-1/8” x 10-5/8”
No nip roller marks or press trolley marks

No. of Pages: 16 pages plus cover (20 pages)

Stock: 70# Coated Text Weight for Cover
50# White Offset – 92 Bright or Greater for Inside Submit paper sample

Inks: 4/4

Bleeds: Yes

Bindery: Saddle stitch and trim

Strapping: Horizontal and Vertical with nylon strapping (bundles of 50 or by Post Office standards for saturation mailing)

Art Files: High resolution PDF file with all elements in place
Upload to FTP or on CD

Proof: Color Proofs

Files to Printer: Thursday, February 16, 2012.

Delivery: Thursday, March 8, 2012 or Earlier if Possible
453,000 to Mail House and 2,000 to DCCC
DELaware County Community College
Bid #11-8

SECTION 6.

BID FORM

Proposal of________________________________________ (herein called "Bidder") on Contract No. 11-8 Printing of Summer/Fall 2012 “Your Advantage” Mini-Tab:

We the Bidder, in compliance with your Invitation to Bid and having examined the Instructions to Bidders, General Conditions and Specifications, propose to print the Summer/Fall 2012 “Your Advantage” Mini-Tab for the prices noted.

<table>
<thead>
<tr>
<th>Job</th>
<th>Quantity</th>
<th>Description</th>
<th>Price Per Thousand</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>455,000</td>
<td>16 Pages plus Cover (20 pages)</td>
<td>$___________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Sample of the papers to be used must be attached to this bid sheet.

Respectfully Submitted,

____________________________________________________________________________________
COMPANY NAME
____________________________________________________________________________________
STREET ADDRESS, CITY, STATE, ZIP CODE
________________________    ___________________    _________________
CITY                        STATE                  ZIP CODE
________________________    ________________________
TELEPHONE NUMBER             FAX NUMBER            TITLE OF SIGNER
________________________    ___________________________________    _______________
PRINTED NAME                  SIGNATURE              DATE

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY AND WRITTEN IN INK OR TYPEWRITTEN.
SECTION 7.

NON-COLLUSION AFFIDAVIT

Note – This affidavit must be submitted with the Bid. Failure to do so will result in disqualification of your Bid.

Service Provider: ________________________________

State of: ____________________________

County of: __________________________

I state and affirm that I am _____________________________________________ of ________________________________

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) contained herein.

I state that:

1. The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Service Provider or potential Service Provider.

2. Neither the price(s) nor the amount of this Bid and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person(s) who is a proposer or potential proposer and they will not be disclosed before the Proposal opening.

3. No attempt has been made or will be made to induce any firm or person(s) to refrain from proposing on this Contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.

4. The Proposal from my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person(s) to submit a complementary or other noncompetitive Proposal.
SECTION 7. NON-COLLUSION AFFIDAVIT (cont'd)

5. ____________________________________________, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion, except as follows:

Involvement in the above activity does not prohibit Delaware County Community College from accepting this Proposal or awarding a contract; but this may be grounds for determining whether the College should decide to award a contract based on a lack of responsibility with respect to proposing on any public contract.

6. ____________________________________________, understands and acknowledges that the above representations are material and important and will be relied on by the College in awarding the Contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Delaware County Community College of the true facts relating to submission of Proposals for this contract.

________________________________________
Signature of Person Completing Affidavit

________________________________________
Print Name

________________________________________
Print Title

STATE OF:

COUNTY OF:

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC, THIS _______ DAY OF

_________________________  ________.

Notary Public Signature

My Commission Expires: