

Solicitation 0905-003

Athletic tape



Princeton University

Bid 0905-003 Athletic tape

Bid Number	0905-003
Bid Title	Athletic tape
Bid Start Date	Jun 1, 2009 2:45:09 PM EDT
Bid End Date	Jun 9, 2009 12:00:00 PM EDT
Question & Answer End Date	Jun 10, 2009 4:00:00 PM EDT
Bid Contact	Keith Sipple kssipple@princeton.edu
Contract Duration	1 year
Contract Renewal	1 annual renewal
Prices Good for	30 days

Standard Disclaimer In order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust, all bidders must agree that their vehicles will not be left idling at a loading dock, delivery stop, or at other locations while making deliveries to school buildings, particularly where exhaust emissions may enter an occupied building, such as near air intakes, entrances, or open windows. When drivers arrive at loading or unloading areas to pick up or drop off passengers or make deliveries, they shall turn off their vehicles as soon as possible to reduce idling and harmful emissions. Vehicles shall not be restarted until they are ready to depart and there is a clear path to exit the pick-up or drop-off area. In general, idling for more than three (3) minutes is prohibited in the State of New Jersey, with limited exceptions.

Princeton University is committed to a sustainable environment and to be good stewards of the environment. The Purchasing Department strives to develop partnerships with vendors who share this commitment.

Bid Comments Please ask all questions on line.

Item Response Form

Item	0905-003-1-01 - Johnson & Johnson Zonas 2" athletic tape, 2"x 15 yrds
Quantity	1 case
Unit Price	<input type="text"/>
Delivery Location	Princeton University <u>Princeton University - 2 New South</u> 2nd Floor New South Building PO Box 33 Princeton NJ 08544-0033 Qty 1

Description
Johnson & Johnson Zonas 2" athletic tape, 2" x 15 yrds

Item	0905-003-1-02 - Johnson & Johnson Zonas 1 1/2" athletic tape, 1 1/2" x 15 yrds
Quantity	1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Johnson&Johnson Zonas 1 1/2" athletic tape, 1 1/2" x 15 yds.

Item

0905-003-1-03 - Johnson&Johnson Zonas 1" athletic tape, 1" x 10 yds

Quantity

1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Johnson & Johnson Zonas 1" athletic tape, 1" x 10 yds.

Item

0905-003-1-04 - Johnson&Johnson 1/2" athletic tape, 1/2" x 10 yds

Quantity

1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Johnson & Johnson 1/2" athletic tape, 1/2" x 10 yds.

Item

0905-003-1-05 - Johnson&Johnson Jwrap, 2 3/4" x 30 yds

Quantity

1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Johnson & Johnson J wrap 2 3/4" x 30 yds.

Item

0905-003-1-06 - Hartman 3" AC tape, 3" x 5 yds

Quantity

1 case

Unit Price

Delivery Location Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description
Hartman 3" AC tape, 3" x 5 yds.

Item 0905-003-1-07 - Hartman 2" AC tape, 2" x 5 yds.

Quantity 1 case

Unit Price

Delivery Location Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description
Hartman 2" AC tape, 2" x 5 yds.

Item 0905-003-1-08 - Hartman 3" Pro Choice athletic stretch tape, 3" x 7.5 yds

Quantity 1 case

Unit Price

Delivery Location Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description
Hartman 3" Pro Choice Athletic stretch tape, 3" x 7.5 yds.

Item 0905-003-1-09 - Hartman 2" Pro's Choice Athletic stretch tape, 2" x 7.5 yds

Quantity 1 case

Unit Price

Delivery Location Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description
Hartman 2" Pro's Choice Athletic stretch tape, 2" x 7.5yds.

Item 0905-003-1-10 - Hartman 1 1/2" Pro's Choice Athletic stretch tape, 1 1/2" x 7.5 yds

Quantity 1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Hartman 1 1/2" Pro's Choice Athletic stretch tape, 1 1/2" x 7.5 yds.

Item

0905-003-1-11 - Hartman 3" Pro's Choice Cohesive stretch tape, 3" x 6 yds

Quantity

1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Hartman 3" Pro's Choice Cohesive Cohesive Stretch tape, 3" x 6 yds.

Item

0905-003-1-12 - Hartman 2" Pro's Choice Cohesive Stretch tape, 2" x 6 yds.

Quantity

1 case

Unit Price

Delivery Location

Princeton University
Princeton University - 2 New South
2nd Floor New South Building
PO Box 33
Princeton NJ 08544-0033
Qty 1

Description

Hartman 2" Pro's Choice Cohesive Stretch tape, 2" x 6 yds.

Princeton University RFP and Bid Criteria

The provisions stated herein, as well as those stated in the RFP, Princeton University's General Terms and Conditions and any applicable Government Terms and Conditions shall constitute the complete and exclusive statement of the Agreement between the University and Bidder.

Bid Conditions:

- The bidder will channel all communication, both written and oral, through the Purchasing Department unless otherwise instructed. All RFP and bid information should be treated as confidential in nature.
- Princeton University reserves the right to reject any or all bids, without cause or penalty. Princeton University reserves the right to award a contract to any bidder, not just the low bidder, if it is deemed to be in the best interest of the University. Princeton reserves the right to either re-negotiate, or re-bid, any contract that is based on actual volume, or value, when such volume or value has been exceeded during the course of the term of the contract itself, prior to expiration.
- Pre-contract discussions are preliminary and confidential in nature. The University will assume no obligation to the bidder until a formal contract has been executed. The University is under no obligation to procure the items under negotiation. Any cost incurred by the bidder prior to the award of a contract is at the bidder's expense.
- Princeton University makes no expressed or implied guarantees to purchase specific quantities of items/services. All line items included in this RFP are only to be used for the basis of comparison and evaluation. This RFP reflects a sampling of the University needs and is not intended to be all-inclusive. It is expected that all other similar or like items not represented herein but purchased against the contract will receive the same discount.
- All bids will be submitted as **Best and Final Offers**. Bidders will not be allowed to modify their bids after submission to Princeton University. Each bidder shall include in their bid all material requirements, terms or conditions, and shall not assume that an opportunity will exist to add such modifications after the bid has been submitted.
- As a private, not-for-profit educational institution, Princeton University is not required to reveal bid results or competitor pricing. As a matter of policy, the only information that will be revealed upon request is the name of the bidder receiving the contract award. All other information will remain confidential.

Bid Requirements (All bids must adhere to the following or they will be disqualified):

- All pricing must be quoted in the unit of measure listed.
- If you cannot supply an item, please indicate NQ on your bid. All substitutes must be duly noted. *Note: Manufacturer name and part number MUST be shown when quoting substitutes.*
- Pricing is to be firm for the period of the contract. The preferred contract period is three (3) years. If three years is not possible, indicate the time period during which the prices quoted shall remain in effect.
 - If firm prices have been quoted by the Bidder for a specific period of time, the University shall not be obligated to accept any price increases during that specified period.
 - In the event the Bidder is subject to a price increase which it desires to pass along to the University, Bidder shall give The University written notice, which must be received by the University thirty (30) days prior to any such price increase, with copies of any supporting documentation from the manufacturer.
 - Any price increase shall not exceed the actual price increase imposed on the Bidder by the relevant manufacturer/supplier, or the most recent CPI percentage increase for the area in which the University is located.
 - No price increase will be applied to any order received by the Bidder but not shipped to the University prior to the University's receipt of the price increase notification.
 - In the event of a price decrease during the term of this contract, the Bidder shall extend said decreases to Princeton.
 - Bidder warrants the quoted prices are not in excess of prices quoted to any other customer, including the State or Federal Government for the same or similar items in the same or similar quantities.
 - Princeton University is entitled to State contract pricing. Your bid should note State contract pricing and the contract number when applicable if the State contract price is lower than the price you are able to quote.
 - Bidder agrees to meet or beat any price the University will receive from other bidders that can be

documented for the same product(s) / service(s) during the period of the agreement.

- Pricing will be extended to the entire University. Only the Purchasing Department will have the authority to negotiate special individual quantity purchases.
 - If your proposed bid indicates a discount structure based on a percentage off list and/or manufacturer cost, the price books or price list must be enclosed with your response.
- The bidder must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The bidder is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
 - Certificate(s) evidencing the required insurance coverage (see attached terms and conditions) must be submitted as part of the bid. Failure to do so may result in non-consideration of the bid.
 - Princeton University has the ability to generate payment in less than 30 days. This should be a consideration in your bid. Discount payments are considered an “added value service” and will be a consideration in awarding a contract. Details are available for specific payment history.
 - In order to avoid a conflict of interest or the appearance of a conflict of interest, at no time should a bidder offer gifts to an employee. Ordinary business courtesies, such as payment for a modest lunch are acceptable (when approved by the Director of Purchasing in advance). Gifts that are promotional items without significant value (less than \$25.00), and which are distributed routinely by the bidder to clients, are acceptable. Gratuities or gifts of money to an employee cannot be accepted at any time.
 - Access for deliveries by vehicles to departments on main campus is limited. It is the responsibility of the bidder to ensure that they have the ability to deliver product without inconvenience or additional effort by the University. Princeton University reserves the right to deduct any additional cost incurred, by the University, to ensure delivery to the requested location not previously quoted by the bidder. All contractor and employee vehicles shall be subject to University parking restrictions, which shall be established with authorized Princeton University personnel before any work begins.
 - Bidder's employees entering on the premises of Princeton University and operating a Bidder's vehicle must have in his/her possession a valid driver's license (correct CDL rating for equipment being operated). May be subject to inspection of license by authorized Princeton University personnel.
 - Bidder will be responsible for the off site removal and disposal of all packing material (e.g. pallets, etc.) used for the delivery of said product(s) unless otherwise agreed to by both parties.
 - The University will not be obligated to accept any overruns unless approved by the Purchasing Department prior to shipment.
 - As a member of the New Jersey Higher Educational Partnership for Sustainability (NJHEPS) and the Association for the Advancement of Sustainability in Higher Education (AASHE), Princeton University is committed to a sustainable campus. It is expected that all products and services provided as part of any agreement between the bidder and the University will promote sustainability.
 - In order to prevent excessive emissions and unnecessary human exposure to harmful vehicle exhaust, all bidders must agree that their vehicles will not be left idling at a loading dock, delivery stop, or at other locations while making deliveries to school buildings, particularly where exhaust emissions may enter an occupied building, such as near air intakes, entrances, or open windows. When drivers arrive at loading or unloading areas to pick up or drop off passengers or make deliveries, they shall turn off their vehicles as soon as possible to reduce idling and harmful emissions. Vehicles shall not be restarted until they are ready to depart and there is a clear path to exit the pick-up or drop-off area. In general, idling for more than three (3) minutes is prohibited in the State of New Jersey, with limited exceptions.

Additional Questions:

- Princeton University is committed to a sustainable environment and to be good stewards of the environment. The Purchasing Department strives to develop partnerships with vendors who share this commitment. Is your company able to provide data that measures what green products and/or services are being offered through this contract? Yes ☐ No ☐
- Princeton University is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), Philadelphia Area College Consortium (PACC), Ivy Plus Purchasing Group, and the Association of Independent Colleges and Universities of New Jersey (AICUNJ), whose members include the four year Public University's as well as private institutions. Will you extend pricing to members of NJHEPA, PACC, Ivy Plus and AICUNJ in an effort to stimulate consortium purchasing initiatives? Yes ☐ No ☐
- With regard to invoicing are you willing to: (Please select only those that apply).

A) Invoice when the purchase order is complete. Yes ☐ No ☐

B) Provide monthly summary billing, referencing all purchase order numbers Yes ☐ No ☐

C) Invoice per shipment. Yes ☐ No ☐

D) EDI payment transfer.*** Yes ☐ No ☐

*** The University views acceptance of EDI payments/wire transfers as an "Added Value Service" and will be taken into consideration as such during the bid analysis process.

- List any special freight considerations you can extend. Include your intended frequency of delivery (if applicable) and transportation charges, etc
- Freight must be quoted as a separate line item should it apply on your bid. Please quote FOB Shipping Point and FOB delivered (two separate costs). Do not include any other cost within the freight category (installation, etc.). Failure to do so may result in the disqualification of your bid.
- Do you provide desktop delivery to each office? Yes ☐ No ☐
- Do you have the ability to deliver to various locations? Yes ☐ No ☐
- Will you guarantee JIT desktop delivery of all supplies required by our stockroom as well as other areas if applicable? Yes ☐ No ☐ Are you willing to stock these items? Yes ☐ No ☐ If so, will you submit a current inventory list, reorder point and lead-time for all items? Yes ☐ No ☐ Are you willing to pursue a consignment type of inventory program? Yes ☐ No ☐
- Submit in detail any value-added services that you feel should be considered as part of your bid (stocking arrangements, technical assistance, 800 phone numbers, dedicated customer representatives, etc.). Include not only what they are, but also what costs may be associated (if any).
- Does your company have E-Commerce capabilities? Yes ☐ No ☐
 - How many E-Commerce trading partners do you currently have?
 - What documents do you send?
 - What documents do you receive?
 - Do you use ANSI X12 standard format? Yes ☐ No ☐
- List any report functions you are able to provide to Princeton (i.e.; stockroom usage reports, back order reports, purchase history, etc).
- Will Princeton have the ability to pick up material if it deems necessary? Yes ☐ No ☐
- Please list all types of warranties (standard or extended) you are willing to offer.
- Does your company accept Visa Credit Cards for payment? Yes ☐ No ☐
- If yes, are there any discount advantages for Princeton University to pay via Credit card?
 - Are there any disadvantages for Princeton University to pay via credit card?
- Are your current catalogs or price lists presently on the Internet? Yes ☐ No ☐
- If yes, please give your Internet location. http://
- Are you able to make custom Internet catalogs or price lists specifically for Princeton University? Yes ☐ No ☐
- As part of your bid Princeton University expects each bidder to offer rebate incentives for various levels of sales to the University. Rebates are to be issued in the form of a check or credit at the beginning of each anniversary date of the contract.

NOTE: This contract will have total dollar worth of approximately \$ annually. There will be only one bidder who will be awarded a contract. This contract makes up approximately % of the total purchased annually by Princeton University.

Total Sales: Percentage of Rebate Offered

In excess of \$ <input type="text"/>	<input type="text"/> %
In excess of \$ <input type="text"/>	<input type="text"/> %
In excess of \$ <input type="text"/>	<input type="text"/> %

- List any distributors you might wish Princeton to consider to do business through (if applicable).
- Will your cost include installation and/or instructions of proper use of said product(s)? Y/N?
- Can you provide after hours availability (phone number for orders, inquiries, etc.)?

Government Contract Requirements:

Because the material, service and/or equipment included in the attached Request for Proposal may be ordered by Princeton University under a government contract/grant, the following must be completed to the best of your ability and returned with your bid to be considered.

- Nonsegregated Facilities - By submission of this bid, the bidder certifies that he/she does not maintain or provide for his employees a segregated facility at his/her establishment, and that he/she does not and will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity requirement for contracting with the University, pursuant to E.O. 11246, as amended. As used in this certification, the term "segregated facility" includes, but not limited to, waiting areas, work areas, restaurants and other eating areas, storage and dressing areas, parking lots, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certification from proposed sub-contractors for specific time periods) he/she will obtain identical certification from proposed sub-contracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause and that he/she will retain such certification in his/her files for review, or audit by authorized persons. Penalty for making false misleading statements in offers is prescribed in 18 U.S.C. 1001.
- Labor Surplus Area Inquiry
- 1. The product and/or service provided under our acceptance of your bid will be produced from:
 - ☐ Persistent labor surplus business enterprise area and Small business, Small Disadvantaged Business, Woman Owned, or Vietnam Veteran enterprises.
 - ☐ Other persistent labor surplus area (large business concerns).
 - ☐ Substantial labor surplus area, which are also Small Business, Small Disadvantaged Business, Woman Owned, or Vietnam Veteran enterprises.
 - ☐ Other substantial labor surplus area (large business).
 - ☐ Small business, Small Disadvantaged Business, Woman Owned, or Vietnam Veteran enterprises which are not in a labor surplus area.
 - ☐ Other

Above as defined by the United States Department of Labor, Bureau of Employment Security, Washington, DC with respect to labor surplus area concerns, and as defined by the United States Small Business Administration, Washington, DC, with respect to Small Business concerns.
- 1. Company quoting is ☐ is not ☐ (Check One) a small business. Above as defined by the United States Small Business Administration, Washington, DC and implemented by the Armed Services Procurement Regulation, the Federal Procurement Regulations, the National Aeronautics and Space Administration Procurement Regulations, and any other appropriate government regulations, currently in effect.
- 2. Company quoting is ☐ is not ☐ (Check One) a Small Disadvantaged Business Enterprise. The term Small Disadvantaged means a business at least 50% of which is owned by a minority group member or in case of publicly owned business, at least 51% of the stock of which is owned by a minority group member. For the purpose of this definition, minority group members are American-Indians, American Eskimos, Spanish speaking American persons, American-Orientals, Afro-American, and American-Aleuts.
- The undersigned acknowledges that they are fully authorized to make commitments on behalf of the firm they represent. The undersigned further certifies that their firm (check one) ☐ is not ☐ is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under the procurement action.
- The undersigned affirms that to the best of his/her knowledge, there exists no actual or potential conflict between the Bidder and the Customer, and the services provided under this Agreement, and in the event of change in either the Bidder's private interests or service under this agreement, the Bidder will inform the

Customer regarding possible conflict of interest which may arise as a result of such change. The Bidder also affirms that there exists no actual or potential conflict between a Customer employee and the Bidder.

Signature:

Printed Name:

Title:

Company:

Date:

*Treasurer's Office**Purchasing Department***GENERAL TERMS & CONDITIONS**

1. **ENTIRE AGREEMENT:** The following General Terms & Conditions and the attached Purchase Order (collectively, the "Agreement") shall constitute the complete and exclusive statement of the Agreement between Buyer and Seller with respect to the goods and/or services purchased hereunder (the "Goods" and/or "Services" as the case may be). This Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. To the extent that Seller's terms and conditions, if any, shall conflict with this Agreement, the latter shall control. Either party's failure to insist upon the performance of any term of this Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in this Agreement have been inserted solely for convenient reference and shall be ignored in its construction.
2. **EQUAL OPPORTUNITY EMPLOYER:** Buyer is an Equal Opportunity Employer. Pursuant to Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam-Era Veterans Readjustment Act of 1974, Buyer has developed Affirmative Action Plans that have been filed with and approved by the U.S. Department of Labor's Office of Federal Contract Compliance Programs, and are available for review upon request. Seller warrants that it will not discriminate in the performance of this Agreement or employment against any person because of age, race, color, religion, national or ethnic origin, sex, sexual orientation, gender identity, marital status, veteran status, or disability. Seller also warrants that it will comply with all applicable executive orders, and federal, state, and local laws, regulations, and rules, relating to nondiscrimination, equal employment opportunity, and affirmative action.
3. **COMPLIANCE WITH SARBANES-OXLEY:** To the extent that Seller is a company regulated or covered by the Sarbanes-Oxley Act, as amended, compliance with Sarbanes-Oxley is a condition of doing business with Buyer and failure to be in compliance shall be considered a material breach of the Agreement.
4. **GENERAL WARRANTIES:** Seller warrants that all Goods shall conform to the specifications of this Agreement and shall be merchantable, free from defects (including defects in design and fit), and suitable for the intended purposes. Seller further warrants that all Services shall conform to the specifications of this Agreement and shall be performed in a professional and workmanlike manner. These warranties shall remain in effect until the later of (i) one year following Buyer's final acceptance of the Goods or Services or (ii) the expiration of Seller's standard warranty period. The foregoing warranties are in addition to, and shall not limit, any other warranties or buyer protections that exist by operation of law.
5. **PRICE WARRANTY:** Seller warrants that the price(s) for the Goods or Services stated herein are no less favorable than those extended to any other customer (whether government or commercial) for the same or similar goods or services in similar quantities. In the event Seller reduces its price(s) for such goods or services before Seller fully performs under this Agreement, Seller agrees to reduce the prices stated herein accordingly. Seller further warrants that the prices stated herein are complete, and that no additional charges of any type, including but not limited to shipping costs, shall be added without Buyer's express written consent.
6. **TIMELY PERFORMANCE:** Time is of the essence such that Buyer shall have an unrestricted right to reject the Goods or Services if Seller fails to meet the delivery date and conditions specified in this Agreement. Such failure shall be deemed a material breach of this Agreement.
7. **FINAL INSPECTION AND ACCEPTANCE:** All Goods or Services shall be subject to Buyer's final inspection and acceptance, notwithstanding any prior payment or preliminary inspection on the part of Buyer. Buyer shall provide written notice of its final acceptance within thirty (30) days from the date of the delivery of the Goods or the completion of the Services (including any required installation of the Goods), whichever is later (the "Final Acceptance"). Buyer's failure to provide such notice shall be deemed Final Acceptance. While Final Acceptance is pending, Buyer may return to Seller any non-conforming Goods or Services, at no cost to Buyer, and/or require Seller to correct or replace such non-conforming Goods or Services. In the event Buyer does not require any such correction or replacement, Seller shall promptly refund all payments received for non-conforming Goods or Services that Buyer returns. Such remedies shall not limit any other rights or remedies as may be available at law, in equity or under this Agreement.

8. **TERMINATION:**

- a. Buyer may terminate this Agreement at any time, in whole or in part, by written notice to Seller. If such termination is for Buyer's convenience, Buyer, after deducting any amount(s) previously paid, shall pay for all Services rendered or Goods provided by Seller, as well as any reasonable costs incurred by Seller, up to the time of termination but not including Seller's lost profits. Under no circumstances shall Seller be entitled to recover more than the price of the Goods or Services as stated in the Agreement. Upon receiving notice of Buyer's termination for convenience, Seller shall use its best efforts to reduce or mitigate any costs incurred in connection with the Goods or Services.
- b. Either party may, without prejudice to any other rights or remedies provided at law, in equity or under this Agreement, by written notice to the other party, terminate this Agreement in whole or in part under any of the following circumstances:
 - i. If the non-terminating party applies for bankruptcy, makes an assignment for the benefit of creditors, or is in receivership; OR
 - ii. If the non-terminating party fails to perform any of the terms of this Agreement and so fails to cure such failure within thirty (30) days after receiving notice from the terminating party; OR
 - iii. If the non-terminating party fails to make progress such that the terminating party has reason to question the non-terminating party's ability to perform and the non-terminating party fails to provide adequate assurance of its ability to perform within a period of thirty (30) days after receiving notice from the terminating party.

In the event Buyer terminates this Agreement pursuant to this subparagraph b, Seller shall also be obligated to pay any direct damages, including but not limited to all additional costs that Buyer may incur in finding replacement Goods and/or Services, as well as any consequential and incidental damages incurred by Buyer. In the event Seller terminates this Agreement pursuant to this subparagraph b, Buyer shall not be liable for consequential and incidental damages incurred by Seller and in no circumstances shall Buyer's liability exceed the price of the Goods or Services as stated in this Agreement.

- c. Upon termination of this Agreement, Buyer, in addition to any other rights or remedies available at law, in equity or under this Agreement, may require Seller to transfer title to and deliver to Buyer, in the manner and to the extent directed by Buyer, any completed or partially completed Goods as well as any plans, drawings, or other materials that Seller has specifically produced or acquired for the performance of the Agreement ("Performance Materials"). Payment for such Goods or Performance Materials shall be at the price specified in the Agreement or as otherwise agreed upon by the parties.
9. **FORCE MAJEURE:** Except with respect to defaults of Seller's subcontractors, Seller shall not be liable for any excess costs incurred by Buyer if Seller's failure to perform arises out of causes beyond the control and without the fault or negligence of Seller and despite the best efforts of Seller. Such causes include acts of God, acts of Buyer, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes. If failure to perform is caused by default of Seller's subcontractor, and if such default arises out of causes beyond the control of both Seller and its subcontractor, and without the fault or negligence of and despite the best efforts by either of them, Seller shall not be liable for any excess costs for failure to perform, unless the goods, materials or services to be furnished by Seller's subcontractor were reasonably obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
10. **BUYER EQUIPMENT:** All materials, tools, equipment and other property either furnished by Buyer to Seller or individually paid for by Buyer ("Buyer Equipment") shall remain the property of Buyer, but Seller shall assume all risks of and be entirely responsible for any losses or damages arising from its use of Buyer Equipment. Upon completion or termination of this Agreement, Seller shall promptly return all Buyer Equipment in the condition in which Seller received it, taking into account reasonable wear and tear.
11. **INTELLECTUAL PROPERTY:** All copyright, trademark, patent and other intellectual property rights that arise directly from Seller's performance hereunder shall belong to Buyer, including but not limited to any works of authorship that Seller creates pursuant to this Agreement, which works shall be deemed works-for-hire under federal copyright law.
12. **SOFTWARE:** With respect to any software provided under this Agreement, Seller grants to Buyer a worldwide, royalty-free, perpetual license to make back-up copies of such software and to copy, modify and otherwise

appropriate such software for Buyer's internal and non-commercial purposes.

13. **CONFIDENTIAL INFORMATION:** Seller shall treat as confidential all non-public information disclosed by Buyer in connection with this Agreement, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and conditions of this Agreement shall also be deemed Confidential Information. Seller shall not disclose Confidential Information to any third party except as Buyer authorizes, and shall only disclose it to those within Seller's organization who need to use it in performance of the Agreement. Upon completion or termination of this Agreement, Seller shall return or destroy all such Confidential Information (except for this Agreement), or otherwise dispose of it as Buyer may approve. This provision is not intended to restrict Seller's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources. Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, sustained or alleged to have been sustained by Buyer as a result of any disclosure or use of any Confidential Information in violation of this Agreement.
14. **USE OF PRINCETON NAME OR MARKS:** Seller shall not use Buyer's name or trademarks in connection with any advertising, marketing or other promotional efforts or materials without the prior written approval of Buyer.
15. **INDEPENDENT CONTRACTOR:** In performing hereunder, Seller and its employees, agents, subcontractors and representatives shall be as independent contractors and not as employees or agents of Buyer. All persons furnished or retained by Seller in connection with this Agreement are so furnished or retained as Seller's employees or agents. Seller shall not transact business, enter into agreements, or otherwise make commitments on behalf of Buyer unless expressly authorized in writing by Buyer. Neither Seller nor its employees, agents, subcontractors or representatives shall be entitled to benefits provided by Buyer to its employees, including but not limited to fringe benefits, worker's compensation, health and unemployment insurance, and pension plans. Buyer shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Seller or its employees, agents, subcontractors or representatives. Seller agrees to report and pay all such applicable taxes.
16. **APPLICABLE LAW/VENUE:** All disputes regarding the construction, interpretation and the parties' obligations under this Agreement shall be governed by the laws of the State of New Jersey, notwithstanding any of that state's laws to the contrary. The venue and jurisdiction for the resolution of any such disputes shall be Mercer County, New Jersey.
17. **INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Buyer, its officers, employees, trustees, agents and representatives from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to attorney's fees and costs, (collectively, "Claims") sustained or alleged to have been sustained in connection with or arising out of the performance hereunder of Seller, its agents, employees, subcontractors and consultants, even in the event Buyer is alleged or found to be partially negligent. However, Seller shall not be obligated to so indemnify Buyer in the event Buyer is proven to be solely negligent.

If any Claims alleging infringement of intellectual property rights, including but not limited to Claims of patent or copyright infringement or misappropriation of trade secrets, are brought against Buyer in connection with Buyer's use of the Goods or Services, Seller shall not only indemnify Buyer as set forth above but also, upon Buyer's request, shall procure for Buyer the right to continue to use such Goods or Services or replace or modify such Goods or Services such that the alleged infringement is removed; provided, however, that such alleged infringement does not arise solely from Buyer's alteration or modification of the Goods or Services.
18. **INSURANCE:** If Seller shall hereunder provide Services on the property of Buyer, Seller shall maintain and keep in force at Seller's expense the following minimum insurance coverage throughout Seller's performance under this Agreement:

a.	Workers Compensation	Statutory
b.	Employer's Liability	\$500,000
c.	Commercial General Liability, including: Contractual, Premises Operations, Products and Completed Operations, Independent Contractors and Personal Injury, Bodily Injury and Property Damage	

Combined Single Limit Each Occurrence	\$2,000,000
Aggregate	\$2,000,000
d. Automobile Liability	
Bodily Injury and Property Damage	\$1,000,000

If Seller is required to maintain a professional license in order to practice his/her profession, Seller must maintain professional liability insurance in the amount of \$2 million per occurrence. Professions this applies to, but is not limited to, include architects, engineers, attorneys, physicians, nurses and physical therapists. This sample list of professions is representative only and is not meant to be complete.

The Automobile Liability insurance shall provide coverage for any vehicle used by Seller.

All policies shall be underwritten by a carrier licensed in New Jersey and rated at least "A-" in Best's Key Rating Guide. "The Trustees of Princeton University, including its officers, employees and agents" shall be named as additional insureds in the General Liability policy specified above. Certificate(s) evidencing the above insurance coverages—with a statement thereon that Buyer is an additional insured and that the insurance afforded is primary insurance as to any other valid and collectible insurance in force—shall be sent to Buyer's Office of Risk Management, P.O. Box 35, Princeton, NJ 08544, before Seller's performance begins, and renewal certificates shall be provided annually until Seller's performance has been completed and accepted.

Seller shall be solely responsible for payment of premiums and deductibles for all of the aforesaid insurance. Should any of the aforesaid insurance policies be cancelled or materially changed, Seller shall provide thirty (30) days prior written notice to Buyer's Office of Risk Management. Seller shall not change the levels of coverage or permit coverage to expire until all the Services or work have been completed and accepted. Seller shall not enter upon Buyer's property to perform hereunder unless Seller is and remains insured in accordance with the above requirements. Seller shall indemnify Buyer for any loss suffered by Buyer for the failure of Seller to be so insured.

19. **FEDERAL AND STATE FUNDS:** If the attached Purchase Order indicates that Buyer is paying for the Goods or Services with funds received from the federal government or the New Jersey Educational Facilities Authority (NJEFA), Seller hereby acknowledges that any such Goods or Services may be subject to a number of regulations. In the case of funds received from the federal government, such regulations include, but are not limited to, the Office of Management and Budget's Circular A-110; Federal Acquisition Regulations (FAR); Defense Federal Acquisition Regulations (DFAR); Public Law 95-507; and Princeton University's Terms and Conditions Which Are a Part of Purchase Orders Issued Under Government Contracts. In the case of funds received from the NJEFA, such regulations include, but are not limited to, the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-25. These additional federal and state regulations are hereby incorporated by reference fully as if they were set forth at length herein. Seller shall be solely responsible for obtaining and complying with any and all such requirements, copies of which may be obtained from the following website: <http://www.princeton.edu/puterms>.
20. **CONFLICTS AND ETHICAL STANDARDS OF CONDUCT:** Seller affirms that, to the best of Seller's knowledge, there exist no conflicts of interests between Seller and Buyer or its employees. In the event of change in Seller's interests, Seller shall inform Buyer regarding any conflicts of interest that arise or are likely to arise as a result of such change. Seller hereby represents that it has neither received nor given gifts or gratuities to any member of the Princeton University community, nor participated in any other unethical conduct in connection with this Agreement. If, at any time, Buyer determines that Seller is in violation of any representation under this Paragraph, Buyer may cancel the Agreement upon written notice to Seller, and Buyer shall have no further obligation to Seller.
21. **DELIVERY:** Delivery is to be made only to the destination stated in the Purchase Order and must be made between 8:30 A.M. and 4:00 P.M., Monday through Friday, legal and Buyer holidays excluded, unless otherwise stated on the face of the Purchase Order. The quantity term set forth in the Purchase Order shall be complied with strictly as stated. Seller is responsible for maintaining and providing proof of delivery. Buyer's Purchase Order numbers must appear on all invoices, packing slips, shipping documents and labels.
22. **RISK OF LOSS:** With respect to Goods, risk of loss shall pass to Buyer upon delivery as set forth above in Paragraph 21.
23. **FREIGHT:** Buyer's freight terms are F.O.B. Destination, Freight Prepaid and Allowed. If shipment is indicated on the Purchase Order as F.O.B. Seller's plant, Seller will prepay the freight charges and, if mutually agreed to, add

them to the invoice. Separate freight invoices will not be accepted. Collect shipments will be returned at Seller's expense unless otherwise instructed by Buyer.

24. **PAYMENT AND INVOICES:** Buyer shall remit payment to Seller net thirty (30) days after Final Acceptance. Seller shall send invoices to Princeton University, Invoice Processing Department, P.O. Box 33, Princeton, NJ 08544, immediately upon delivery or completion of the Goods and/or Services. Invoices may also be faxed to (609) 258-9423 or emailed to: invoices@princeton.edu. The Purchase Order numbers must appear on all invoices, packing slips, shipping documents and labels. Alternatively, credit(s) may be accepted by Buyer, if so negotiated. Any change to the amount due under an original Purchase Order that exceeds 10% or \$25.00 shall require a formal change order prior to Seller's performance of additional work or the additional items.
25. **HAZARDOUS AND REGULATED MATERIAL:** Seller shall package, label, transport and ship hazardous materials, items containing hazardous materials and any other regulated materials, in accordance with all applicable federal, state, and local laws, rules, ordinances and regulations, and shall furnish any appropriate documentation or Material Data Safety Sheets. Prior to each shipment of any hazardous or regulated materials, Seller shall notify Buyer of the nature of such shipment by such means of communication as will allow for the proper preparation for acceptance of the delivery and shall identify same on all shipping documents. Seller shall be solely responsible for notifying carriers and other handlers of any risks inherent in any such shipments.
26. **TAX EXEMPTIONS:** As a non-profit educational institution, Buyer is exempt from Federal Excise Tax under Public Law No. 85-859 (Exemption No. A110656) and from New Jersey Sales Taxes (Exemption No. EO-210-634-501), New Jersey Excise Taxes (Exemption No. A-11083) and certain other states' taxes as may be applicable, unless otherwise stated on the face of the Purchase Order. Seller shall take all steps necessary to ensure that these exemptions are utilized to the maximum benefit of Buyer.
27. **ASSIGNMENTS AND SUBCONTRACTING:** Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the non-assigning or non-delegating party.
28. **SURVIVAL:** This and Paragraphs 1, 2, 4, 5, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 27 hereunder shall survive the termination of this Agreement for any reason.

(Rev. – 05/08)



Princeton University: Office of the Treasurer - Purchasing Department

VENDOR DATABASE - COMPANY PROFILE

This form must be submitted to: Princeton University Purchasing Department 2 New South Building P.O. Box 33 Princeton, N.J. 08544-0033		Name and Address of Applicant:	Order Placement
Telephone Number: <input type="text"/>		<input type="text"/>	
Contact Person and Title: <input type="text"/>		Remittance Address: <input type="text"/>	
Fax Number: <input type="text"/>		<input type="text"/>	
Federal Tax ID Number: <input type="text"/>		<input type="text"/>	
<input type="checkbox"/> Check here if your company supplies environmentally-friendly products and/or services.			
Are you Incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" - attach a W9 (http://www.irs.gov/pub/irs-pdf/fw9.pdf). Are you a US citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" - attach Form 8233 (http://www.irs.gov/pub/irs-pdf/i8233.pdf) for individuals or W-8 BEN Substitute Form for other entities: (http://web.princeton.edu/sites/TreasurersOffice/PayrollPayablesTax/AccountsPayableTravel/Files/Forms/W-8%20BEN%20Substitute.doc).			
County Business Located In: <input type="text"/>	Payment Terms: <input type="text"/>	Shipping Point <input type="text"/>	
Note: All New Jersey businesses must provide a copy of their NJ Business Registration Certificate along with this completed Vendor Database Company Profile form.			
Business Type (Circle up to 2): <input type="checkbox"/> MFG-Manufacturing <input type="checkbox"/> CON-Construction <input type="checkbox"/> SVC-Services <input type="checkbox"/> RAD-Research & Development <input type="checkbox"/> DIS-Distributor	Classification: (Circle one) <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Others	Business Size / Type (Circle one): <input type="checkbox"/> 1- Small Business <input type="checkbox"/> 7- Non-Profit <input type="checkbox"/> 2- Large Business <input type="checkbox"/> 8- Foreign Supplier <input type="checkbox"/> 3- Disadvantage Small Business <input type="checkbox"/> 9- Vietnam Veteran <input type="checkbox"/> 4- Disadvantage Large Business <input type="checkbox"/> 5- Women-Owned Small Business <input type="checkbox"/> 6- Women-Owned Large Business	

Name and Title of Person Authorized
 to Sign (Printed or Typed)

Date

Signature

***In order to update the University's Vendor Database, complete this form and return it to:
Princeton University, Purchasing Department, Fax: 609-258-1169***

CCR Checked ☐ SBA Checked ☐

PU Approver Initials

Question and Answers for Bid #0905-003 - Athletic tape

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jun 10, 2009 4:00:00 PM EDT