# Request for Proposal # 1309

For: Vehicle Access Control System

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Dates are subject to change. All changes will be reflected in Addendum to the RFP posted on the Procurement Services webpage.

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RFP Issued By
Office of Procurement Services
Montclair State University
Overlook Corporate Center
150 Clove Road, Third Floor
Little Falls, New Jersey 07424

Assigned Procurement Services Buyer: John Goscinski
Telephone #: (973) – 655 - 7468
Fax #: (973) – 655 - 5468
E-mail: goscinskij@montclair.edu

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT
This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to secure the services of a qualified supplier who specializes in Vehicle Control Access Systems (VACS) hardware and software for the University’s campus core access. The project contains an Alternate for the relocation of existing access gates at Webster Hall to a new location adjacent to the current gate location.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University’s Vice President for Finance and Treasurer to be in the University’s best interest.

The University’s Standard Contract Terms and Conditions, Appendix 1 hereto, will be part of the awarded contract. The University’s Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

1.2 BACKGROUND
Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 10 colleges and schools that serve 21,000 undergraduate and graduate students with more than 300 doctoral, master’s and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus just 14 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

1.3 KEY EVENTS

1.3.1 PREBID MEETINGS AND WALK-THROUGH
The bidder is strongly encouraged to attend the pre-bid conference(s) and site visit(s). No special arrangements will be made for those not attending. The bidder is responsible for the full Scope of Work.

1.3.2 QUESTION AND ANSWER PERIOD
Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax, see cover sheet for assigned buyer’s e-mail address and fax number.
Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the University using department directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for faxed questions and inquiries relating to this RFP is indicated on the cover sheet. Addendum to this RFP, if any, will be posted on Procurement Services webpage after the cut-off date (see Section 1.4.1. of this RFP for further information.)

**1.3.3 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope marked with the bid proposal title and number. The date and time is indicated on the cover sheet.

If your proposal is being submitted by **US Mail**, it must be addressed to:

Montclair State University  
Office of Procurement Services  
1 Normal Avenue  
Montclair, New Jersey 07042

If your proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.)**, **please address it to**:

Montclair State University  
Office of Procurement Services,  
150 Clove Road, 3rd Floor,  
Little Falls, New Jersey 07424.

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION NOTED WILL BE REJECTED**

Note: Bidders using USPS Regular or Express mail services should allow adequate time to ensure that bid proposals are received at Procurement Services on the date and time indicated on the cover sheet.

**1.4 ADDITIONAL INFORMATION**

**1.4.1 ADDENDUM: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.
ADDENDUM ISSUED WILL BE POSTED ON PROCUREMENT SERVICES WEBPAGE.

There are no designated dates for release of addendum. Interested vendors should check the Procurement Services’ webpage on a daily basis from time of RFP issuance through bid proposal submission.

It is the sole responsibility of the bidder to be knowledgeable of addendum issued relating to this RFP.

Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any vendor who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number.

It is the responsibility of the vendor accessing the RFP from Procurement Services’ webpage to e-mail or fax the assigned Procurement Services buyer to request that it be faxed notice of addendum issued.

1.4.2 BIDDER RESPONSIBILITY
The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder’s failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY
The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL
Subsequent to bid opening, all information submitted by a bidder in the bid proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A bidder may designate specific information in its bid proposal as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing the Signature Page of this RFP (Attachment 1), the bidder waives any claims of copyright protection set forth within the manufacturer’s price list and/or catalogs. The price lists and/or catalogs must be accessible to University using departments.
1.4.5 PRICE ALTERATION
Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS
A bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder’s exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Procurement Services shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not readily discernible from other parts of the bid proposal, the assigned Procurement Services buyer may seek clarification from the bidder to ascertain the true intent of the bid proposal.

1.4.7 JOINT VENTURE
If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized signatories from each party comprising the joint venture must sign the Signature Page (Attachment #1) and the Source Disclosure Certification (Attachment #3). A separate Ownership Disclosure Form (Attachment #2) and Company Qualification Certification (Attachment #4) must completed by each party to the joint venture.
2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS
The following definitions will be part of the contract awarded as result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Procurement Services.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the University’s Vice President for Finance and Treasurer.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP, Montclair State University’s Contract Terms and Conditions, Appendix 1, the awarded bidder's bid proposal and the University’s form Agreement incorporating these documents.

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Procurement Services.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

2.2 CONTRACT SPECIFIC DEFINITIONS
None for this RFP
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 PROJECT OVERVIEW
The specifications of this project is the replacement and upgrade of the current Vehicle Access System hardware and software for access to the core campus, and which includes the supply and installation of two (2) turnkey automatic access gates to include all labor, materials, and installation to meet the minimum system requirements and functionality as per specifications herein. Said gates are to be installed and used in the University location identified as:

- Webster Road across from the School of Business Building. Gating system at this location consists of one (1) entrance gate and one (1) exit gate. Both gates are within the same two-way traffic access driveway. Roadway access width at each gate must meet all applicable fire codes.

The entrance gate will have a minimum of:

- Compatible IP based intercom system with digital video/Audio system.
- Two detection loops
- Control Column Station
- Long Range RFID/ AVI Reader
- Siren Operated Sensor
- AVI pole
- Various wires, cabling, routers, mounting brackets
- Battery Backup
- Special event (Barcode or QR code) reader

The exit gate will have a minimum of:

- Two detection loops with auto exit
- Control Column Station
- Siren Operated Sensor
- Various wires, cabling, routers, mounting brackets
- Battery Backup

The proposal will require the supply of all VAC system equipment, computer software, interconnection of hardware devices, testing, programming, training, installation and a warranty that covers the proposed system. This includes, but is not limited to software, loops, electrical, all mechanical and communication wiring to control ingress and egress functions for all vehicular traffic in MSU and to the parking office, servers, computers, equipment movement and
installation, conduit, concrete work, wire terminations, training, testing, programming, set-up services, and support service.

No part of the currently installed system shall be reused in the implementation of the proposed system. This includes gates, computers, software, communication wiring, control wiring, etc. Loops are to be included in the base price of the system and will be a complete new turnkey solution. This proposal must include the removal of the existing equipment and software, and replacement with new equipment and management software.

All access control system equipment components shall be linked to the Parking Services Office and shall be designed and configured for expansion to a PARCS system (parking garage).

In addition, the bidder should present options for hardware and software maintenance agreements beyond the warranty. It also must include a plan to install new conduit and a sophisticated technology such as fiber optic cable in order to communicate to the host server located at the Parking Management Office in the Red Hawk Parking Deck.

3.2 PRE-BID MEETING & SITE VISIT
Attendance at the Pre-Bid meeting is strongly recommended by all bidders. The Pre-Bid meeting will be held at the University Procurement Services Office located at the Overlook Corporate Center, 3"d Floor, 150 Clove Road, Little Falls, N.J. 07424 at the date and time specified on the Request for Proposal cover page.

3.3 SCOPE OF SERVICES – SPECIFICATIONS & REQUIREMENTS

3.3.1 Awarded bidder must furnish the equipment as specified in Section 3.1 and adhere to equipment specifications in Section 3.3. Please confirm that you can meet these specifications on RFP Attachment # 5 Price Sheet(s).

3.3.2 To ensure reliability, serviceability and quality, the entire system should be provided by one manufacturer. This ensures that service and support of the equipment is carried out in a timely manner and one party is responsible for that service and support.

3.3.3 MSU will acquire all appropriate Department of Community Affairs (DCA) permits for electrical and structural work done in New Jersey. Inspections will be done by MSU personnel.

3.3.4 The awarded vendor shall host the system and provide all needed infrastructure, servers, equipment, communication network, and other elements, at The Red Hawk Deck Parking Management Office and outer access gates to provide an operational VAC system.
3.3.5 The system shall be remotely managed using a fiber optics, Ethernet, or other communication systems that are acceptable to MSU.

3.3.6 The system shall offer leading edge vehicle access solutions for a University setting.

3.3.7 The VAC shall offer as many vehicular access options as possible that are suitable and applicable to the users. The vehicular entry should offer the following options but not limited to:

- Using Automatic License Plate Recognition (ALPR)
- Using LPR
- Geofence/RFID
- Other ticket-less options such as barcodes and QR codes

3.3.8 The system should have a flexible Application Program Interface and equipment agnostic approach that allows scalability and flexibility.

3.3.9 All hardware, software and related equipment/services shall be compatible with the MSU’s existing network infrastructure for processing/management activity. Software must integrate with MSU’s existing Parking Management System T2. If the MSU’s IT infrastructure is upgraded and the Parking Management System Company, the contractor must be able to modify their services to comply with the latest technology. The cost for those modifications can be negotiated at a then current rate approved by the MSU.

3.3.10 The preferred VACS shall minimize the number of physical devices to reduce operations and maintenance costs and reliance on hardware.

3.3.11 The VACS software shall be user-friendly and dashboard based. The system shall be designed to provide various standard and custom reports and dashboards for appropriate uses and data manipulations.

3.3.12 The system shall include a robust alarm management system. Alarms with visual graphics and appropriate messages shall be provided on computer screens, tablets, and smart phones about all system/equipment failures and customer related issues.

3.3.13 All exterior equipment must be of noncorrosive materials such as galvanized steel, stainless steel or aluminum, and finished with powder coat paint and must be fully operational regardless of extreme weather such as heat, sun, rain, snow, freezing rain, etc with operating temperature range of -10\(^0\) F to +140\(^0\) F and 0% to 98% Humidity (non-Condensing)

3.3.14 Electrical power and grounding – Furnish and install on-line, regulating computer grade uninterruptible power supply (UPS) for servers and task computers (system controllers) with 30 minutes of back-up battery power.
3.3.15 Equipment layout shall be in strict accordance with manufacture’s recommendations to allow proper movement of air through and around equipment.

3.3.16 Provide applicable surge suppression on all data electrical lines connected to the VAC.

3.4 EQUIPMENT LIST

The following equipment list consists of basic system components. Awarded contractor should provide auxiliary items required for the proper functioning of the system, including but not limited to: heaters, coolers, control wiring, transformers, relays, pedestals, etc. to provide a complete operating system.

All exterior equipment including equipment located in the Parking Management Office must be of noncorrosive materials such as galvanized steel, stainless steel or aluminum, and finished with powder coat paint.

Provide Access Control Equipment for each lane as indicated:

3.4.1 LANE TYPES

Table 1: Lane Types

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<tr>
<th>Lane Type</th>
<th>Location/Description</th>
<th>No. of Lanes</th>
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<tbody>
<tr>
<td>A</td>
<td>Entrance lane</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Exit lane</td>
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3.4.2 EQUIPMENT LIST

Table 2: Equipment List

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<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Total Required</th>
<th>Total Quantity</th>
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<td>1</td>
<td>Gates</td>
<td>1, 1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>AVI Readers (with readable tags)</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Entry Stations Intercom/video</td>
<td>1, 1</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Intercom Substation</td>
<td></td>
<td>1</td>
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</table>
5 | Intercom Master station | 1
7 | Digital Sign | 1
8 | Pre-programmed Readable Tags | 2,000

3.4.3 MANAGER’S OFFICE CONTROL EQUIPMENT

Table 3: Manager’s Office Control Equipment

<table>
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<th>No.</th>
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<td>1</td>
<td>Facility Management Software</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Master Intercom/video Station</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Gate Opening Control</td>
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<tr>
<td>5</td>
<td>Access Control System</td>
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3.5 EQUIPMENT SPECIFICATIONS

3.5.1 ENTRY AND EXIT PROCEDURES

The Entry procedure must be initiated upon a vehicle traversing over the arming loop located adjacent to the entry gate. Non-tag holders must have the capability to present a QR codes or other recommended methods in 3.3.7.

Entry for patrons, including employees, students, visitors and VIP parkers, must be accomplished through the use of an integrated tag or AVI. The tag must be read and validated by the reader when a car equipped with a device approaches the entry or exit lane. Upon detecting a valid credential, the reader must open the barrier gate allowing the vehicle to proceed through the lane. The patron completes the entry cycle by proceeding through the entry lane in the proper direction. A single detector loop should be used to reset the barrier gate. The credential reader must generate an “Access Granted” or “Access Denied – (reason)” message and communicate that message to the FMS. In this way, the operator may track the usage of the entry and exit. Reports must be available to the operator showing the number and types patrons that have entered the campus core.

The exit process for the patron should maximize efficiency with a high regard to patron convenience. A patron approaching the exit lane must be able to exit the campus core uninterrupted. Upon detecting a vehicle, the loop will prompt the barrier gate to open allowing the vehicle to proceed through the lane. The patron completes the exit cycle by proceeding through the exit lane in the proper direction. A single detector loop is used to reset the barrier gate.
3.5.2 GATES

The Barrier Gate must be a microprocessor-based parking control device designed to restrict access within a vehicle traffic lane by means of an aluminum or wooden break away gate arm. The Barrier Gate must provide multiple programming options and mode logic as a lane controller to handle various types of lane configurations. Equipment controller shall be based on microprocessor controlled system, running embedded real time firmware and shall be PC programmable. Equipment programming shall be done remotely from the VAC. Under no circumstances should the user be required to procure new firmware from the manufacturer in order to configure the lane operating mode.

The gate controller must generate and store counts, monitor lane operations, provide related lane status information, and report such information either through a display on the controller in the lane or remotely through an integrated Facility Management System.

The Barrier Gate should be direct drive operation resulting in condensation and corrosion resistance. Built-in position sensors providing precise arm position status and a self-learning control unit to guarantee optimum braking and no boom arm bouncing, sagging or rotating out of position. The lane controller, at a minimum, should be a microcomputer that provides, an integrated LCD display keypad to perform on-board programming and provide a user-friendly information center. It also must send commands and monitor lane operations.

Three built-in and automatically self-tuning vehicle detectors must be available. These high-speed detectors must provide a sensitive, tailgate recognition system capable of recognizing two separate vehicles traveling over a detector loop simultaneously.

Diagnostics and metering tools must be built into the controller. Incorporated into the Controller should be diagnostic modes to facilitate on site testing of loop detectors, keypad buttons, the configuration module maximum and minimums, communication ports, and the controller inputs and outputs.

The barrier gate must be designed to operate with a wide variety of lane devices capable of providing a vend signal to the gate upon valid detection of a patron Credential (AVI, QR codes, etc...). The optimum vend signal duration is 200ms, with a minimum duration of 50ms.

Low power consumption and high MCBF (> 2,000,000 cycles). 100% duty cycle spring-balanced AC torque providing 2 million cycles;

Under no circumstances should the barrier gate operation be dependent upon online connection to an area controller or FMS. Remote control of the gate must be available to the operator, including Gate Up, Gate Down, Tune Loops and other relevant operations from the FMS workstation.
The barrier gate must come with a safety function that will reverse the gate arm should an object be under the gate arm and comes into contact with the gate arm during a down cycle. The operator must be able to configure the amount of time the gate stays in the up position. In addition, should the detector sense the presence of a vehicle while the gate arm is in a downward movement, the controller must reverse the direction of the gate arm. The gate arm shall reset upon the vehicle clearing the reset loop. The gate must be equipped with a breakaway gate arm flange to ensure a clean break of the gate arm if struck by a vehicle. All contract and transient lanes must be equipped with gate arms. Gate arms should be straight-arm or suit the road conditions. Each gate arm must be equipped with a rubberized bottom edge to protect vehicles should the gate lower upon a vehicle or another object.

The height of the gate arm in the closed position is designed to prevent any vehicle from passing under the arm. This height should nominally be forty (40) inches above the roadway surface inclusive of the curb height and depending on the type and shape of the installed gate arm.

The barrier gate must supply a status message to the FMS including "Gate Up, Gate Down, current loop frequencies, loop presence, lane counts, vend counts and alarms. Should the gate come in contact with an obstruction during the downward cycle, a "Safety Edge Triggered" message should be sent to the barrier gate. The gate must be designed to operate as a stand-alone unit.

The barrier gate controller must display and store a history of events that occurred at the lane. This information must be made available to authorized users to facilitate timely problem diagnosis and probable cause for certain alarm and "Off Line" conditions. In addition to the event history at the gate, diagnostic messages must be sent to the FMS including Loop Frequency, Power On with Memory Condition, On Line and Offline status.

The barrier gate controller must detect illegal forward and illegal reverse vehicle direction through a combination of the embedded loop detectors and the lane controller. Should a vehicle proceed through the lane without a valid vehicle vend, the appropriate illegal direction message must be generated and communicated to the FMS.

Gate arms shall be made of a durable material as recommended by the manufacturer and shall be designed to break away so as to prevent damage to the gate mechanisms if struck by vehicles or other objects. The vendor should also provide alternate pricing for lighted gate arms.

The Equipment Contractor shall be responsible for providing arms that will open without striking obstructions. The Equipment Contractor will be responsible for providing 2 arms per gate, 2 keys per gate, and 1 manual per gate, to be given to the Owner at the time of acceptance.
3.5.3 READERS AND TAGS

The readers must provide true hands-free vehicle access and tracking. They must automatically read, write and decode ID tags without any intervention from the user. The reading distance must be satisfactory and operate through windshields and clothes.

The system must support all types of passive LF, HF, UHF or semi-passive and active technologies all being used together in the same systems without any additional software or hardware.

The technology must employ a high-frequency radio link for identification. Typical system features should include 100 frequency channels for interference elimination, high data speed, anti-collision for multi-tag reading, and predictable tag lifetime.

The readers must read tags formatted to a wide range of industry-standard proprietary formats, standard interfaces, open architecture and must provide operator programmability.

The readers should be able to be mounted within the access location.

Tags must be able to be read at standard access road speeds and from an acceptable distance.

Tags must be able to be re-programmed,

3.5.4 AUDIO/VIDEO INTERCOM

An audio/visual intercom shall be located at all entrances (mounted on pedestals or readers). The audio/visual intercom shall be an IP addressable one-button-call that will ring at a location designated by the Owner. The General Contractor will be responsible for providing phone lines and conduit where necessary. The audio/visual will have the ability to forward calls to land lines or cell phones.

The Parking Equipment Contractor shall provide a voice communication master station at the Red Hawk Deck Parking office desk so that during times when an operator is on site, that person can respond to and handle any audio/visual calls coming from the lanes. During non-staffed times, the voice calls shall route to an offsite monitoring location, landline or MSU personnel cell phone.

MSU shall require an interface to the FMS that allows an override-open of any vehicle control point, if needed. This would be registered in the access system as an override request.

3.5.5 CONDUIT AND REQUIRED WIRING

Contractor must agree and abide to Montclair State University networking specifics in reference to the host server and all networked components.

3.6 SOFTWARE
3.6.1 FACILITY MANAGEMENT SYSTEM AND RELATED SUB-SYSTEMS

The Facility Management System (FMS) must be designed specifically to operate under the Windows Operating System. The system will have one Central Application Server 2012 R2 at a minimum or Red Hat Linux computer that shall communicate directly with access devices.

System shall provide remote access for management, controls, programming, report generation. The system should be accessible by any internet enabled device.

From the FMS at a minimum, the user must have the capability to program devices, send remote device commands, write macro events to control the system automatically, monitor the facility, pull and/or create reports, inventory license plates, and much more.

Features of the FMS must include at a minimum:
- System must be able to integrate into ERP systems
- Provide remote access to the gates
- Intuitive graphical user interface
- Real time feedback on the status of the facility
- Detection and immediate reporting of transaction exceptions including:
  - Acquisition and archival storage of all system messages
  - Rich, in-depth reporting
- Integrated sub systems including:
  - Access control (ACS)
  - Security
  - Count status and count control
  - License Plate Inventory
  - System Activity monitoring

FMS security should be extremely flexible and complete. The administrator should be able to create groups with read, write, or execute access to each feature in the system. For example, one group (e.g. supervisors) may have permission to add or change macros while another can only run macros. Groups must be configurable for Read, Write or R/W privileges.

The FMS must contain a detailed User Activity Log that records all relevant user activity (pulling reports, changing programming, etc) along with the user name and time of the activity. The User Activity Log must show a description of the event, the time and date of the event, the user who applied the action and what device received the action. Date and time, as well as user are selectable.

The FMS must provide a log that stores detailed events during the automated processes of the Event Control System (ECS). This system allows the user to edit an action “script” containing a series of events such as Commands, Programming or pulling a Report. For example, if a FC is
timed to end a shift and send the shift data to the FMS, the Administrator can view the log to confirm the “event” was initiated and completed by the system. If the event was not successful, the event log must signify the reason.

The FMS must include an integrated count control system that includes Counts Configuration, Counts Monitor, Group Control, and Group Counts Monitor. The Counts Control System counts the number of vehicles that enter and exit the facility based upon a user configurable system hierarchy (lots and sub-lots). Count status messages are sent to the FMS through the integrated lane controller component located within each barrier gate. Counts of different patron types should be displayed on the Counts Monitor screens including Total Counts.

The count system configuration must be fully user programmable. Under no circumstances will the operator be required to procure new software or firmware should a change be desired to the lot configuration. After setting up the security protocol and adding devices to the system, the Count Configuration system is setup. Adding devices and relating those devices to a particular lot or sub-lot should be available to the operator.

A facility Count System Configuration window must be provided that permits specifying gates, lanes, lots and facilities in the system, as well as defining total counts by type and whether those types are enabled or disabled. Thresholds for each type of count should be defined in the Configuration window as well.

The FMS must include standard count reports including:

- Count Totals Report
- Count Statistics Report
- Count Activity Report
- Remote Vend Report
- Count Alarms Report
- Count User Changes Report

A System Activity Monitor must be provided with the capability to monitor the operational status of each lane device, report standard event messages and provide an alarm messaging process that manages the reporting and resolution of abnormal events in the system. The System Activity Monitor must be available to the FMS host and all workstations (consoles) on the network that have the proper security rights. The System Activity Monitor should contain the following standard features:

- Real-time print out of system messages.
- Capabilities to select printer, page orientation, and certain number of messages that user wants to print.
- Filtering capabilities for displaying system activity messages.
• Capability to select (filter) types of messages in each monitor window.
• A dedicated window for alarm messages. (The messages stay until the user clears them. For normal alarm messages, there is one beep and the user can clear them. For latched alarm messages, the beep is configurable and the user has to acknowledge first, and then is able to clear them.)
• A device tree with different font colors showing online/offline status.
• A device information window displaying the current status of the selected device.
• Capability to sort by particular fields by clicking the column heading (e.g., time, date, id #, etc...).

The device tree will list all devices in the system and all the lots in the facility.

An Alarm Message window must display all the alarm messages from all the devices in the facility.

3.6.2 REPORTS

The FMS report system should provide complete, easy to use, standard or customer configurable reports. The standard reporting features allow the users to manipulate a report in the following ways:

• To retrieve a desired report from a database.
• To view, save and print out a report.
• To navigate with the database report.
• To rename a report.
• To send report to and from a device to the FMS. For example, from the FC, the user can send reports to the FMS. From the FMS, the user can pull reports from the FC.
• To export data from the FMS to Microsoft Excel.
• To view data in Crystal Reports.

The FMS should use the Crystal Report Engine (CRPE 32) or SQL Server reporting (SSRS) as the mechanism for producing all FMS database reports. The report definitions should be stored in the FMS directory as "RPT" files. The operator may retrieve the "RPT" file of interest, modify it and save it back to the FMS directory. The database should be ODBC compliant. Definitions for all tables and fields of the database must be made accessible to the user either from the FMS help system or a database schema diagram.

Under no circumstances will the operator be required to procure any services in order to create or modify a report using the FMS database. The FMS database must be open architecture, allowing the user to customize reports to their specifications. Integrated within the FMS should be standard reports that provide a wide array of information.

3.6.3 ACCESS CONTROL SYSTEM
The FMS must contain an integrated Access Control System (ACS) that is flexible, scalable and complete.

The ACS allows the operator of AVI tag holders and tracks tag usage throughout the facility by Lane and Lot.

The ACS will allow operator to track patron access activity. Each tag in the system must be associated with an access package that defines where the tag is valid, when the tag is valid, and any charges applicable to the use of the card. Each tag can be associated with a patron (tag holder) and a vehicle.

The ACS should contain an optional Credential Explorer, Group Control module for on-line systems, and Database Reports module. Standard Tag Access Reports include:

- Tag Status Report
- Tag Activity Report
- Last Activity Report
- Holiday Report
- Tag Holder Report
- Tag Access Alarms Report
- User Changes Report
- Reader Performance Report
- Reader Events Report

3.7 BROADBAND AND SERVER REQUIREMENTS

3.7.1 The awarded vendor should be responsible for ensuring that all broadband communications services to be installed for the Access Control System at Montclair State University are adequate for the proposed system.

3.7.2 The awarded vendor is responsible for providing all server requirements for their proposed system to Montclair State University I.T. Services and Parking Services, as well as any changes through the lifecycle of the equipment.

3.8 TRAINING

3.8.1 Access Control Equipment supplier must provide 30 hours of on-site training to instruct the Montclair State University users in the software programming and operation of the system.

3.8.2 Access Control Equipment supplier must provide 30 hours of onsite training on the service and maintenance of the equipment and system.

3.8.3 Training will take place after equipment and software are fully installed and functioning properly, and has been accepted by Montclair State University in writing.
3.8.4 A minimum of twenty-four (24) additional hours of training will be provided during the first year of operation at the request of Montclair State University at no additional cost.

3.9 SCHEDULING AND STAGING

The awarded vendor must plan on staging the equipment and software replacement to minimize disruption to MSU operations. Montclair State University and the awarded contractor must mutually agree on the scheduling, delivery (time, location, etc.) and staging process. Any necessary parking or demolition space must be coordinated with the owner and the need for parking space on site must be included in the proposal.

3.10 MEETINGS

Weekly meetings between the awarded contractor and Montclair State University will be held after the project begins and will continue for the duration of the project. These meetings will be held to discuss general project status, specific problems related to construction, and outstanding items to be resolved.

3.11 HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT

3.11.1 The proposal must include a minimum of one four (4) year complete and comprehensive hardware, parts, software, labor and travel warranty to begin once the installation has been completed and accepted as functioning by Montclair State University.

3.11.2 After the initial four (4) year warranty period the proposal must include a complete software and hardware maintenance contract, including labor and travel for an additional two (2) years.

3.11.3 As part of the maintenance contract, the awarded contractor must offer new releases and upgrades for the Parking Revenue and Access Control System facility management software upon release of revision to the installed software products, without charge, for not less than five (5) years. Training should be included at no charge with the upgrades.

3.11.4 As part of the warranty, the awarded contractor must send a technician the same day to any service calls placed between 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday (excluding major holidays) to repair or replace any and all components of the parking control system.
3.12 DISPOSAL OF EQUIPMENT

When removing pieces of equipment that may be potentially damaged, approval must be obtained from Montclair State University.

3.13 INSTALLATION

The equipment supplier, or approved sub-contractors, must install the equipment as follows:

- The Central Application Server computers and supporting software shall be located in a room designated by the MSU, within a locked cabinet.
- An inventory of on-site spare parts shall be provided to MSU. Provide pricing for any manufacturer recommended spare parts.
- Contractor shall provide and install all necessary conduit, cabling, et cetera.
- Communications network cabling from each entry and exit location should have its own home run conduit back to the MSU designated location. All conduits shall terminate into a gutter box, and all network control equipment shall be installed in a lockable box (size to be determined by amount of equipment to be installed). If the home run does not appear to be the most efficient configuration, the vendor should specify their preferred method. All runs over 300 feet will require fiber to be installed.
- All lane equipment must be factory painted per Owner requirements.
- Any equipment not listed but required to meet the performance specifications shall be included in the bid.
- Manufacturer/Vendor of Access Control System shall provide those responsible for related work with:
  - Installation diagrams and details for setting mounted equipment
  - Templates for setting mounted equipment and bollards
  - Templates and cast-in inserts to anchor free standing equipment to the curbs and bases
  - Electrical wiring diagrams and details
  - Electrical installation requirements
  - Electrical power requirements
- The system shall be installed with following maintainability goals:
  - Incorporate features that minimize requirements for preventive maintenance, failure correction, and performance verification.
  - Provide for unobstructed access to equipment components as permitted by basic design constraints.
  - Minimize requirements for special tools and test equipment. Provide for easy removal and replacement of component items.
  - Provide for ease of performance verification and failure detection, while minimizing effort required for adjustment.
- The system installation shall be neat and workmanlike with all circuitry well labeled.
- Maintenance of the equipment will include activities that are necessary to meet the conditions of the warranty as described herein.
• Included will be supply, delivery, unloading, setting, anchoring, and control wiring installation and wiring termination, and start-up of all Access Control equipment including operating software. The Equipment Contractor shall be responsible for providing a complete and working system.

• Wiring for Data, Communications and Electrical Devices: The Equipment Contractor shall pull all wires for the data and communication requirements. Conduit runs from each device back to each termination location point and final wire connections of all equipment, shall be the responsibility of the Equipment Contractor including other necessary devices or interfaces required to make the system function properly shall be included as part of the work.

• Loop Installation: Parking Equipment Contractor shall install new loops, 1 inch deep (maximum) and no less than ½ inch deep (to top of loop wires). All loop locations will be illustrated on a drawing and supplied to the Owner’s representative upon request of the Owner or immediately after the selection process is complete.

3.14 BID PROPOSAL SUBMITTALS

3.14.1 Provide the following documents along with your proposal:
  • Operations manual for both software and hardware components
  • Sample Access Control Reports
  • Any promotional brochures regarding hardware and software components
  • Shop drawings to be submitted for any work.

3.15 STATEMENT OF QUALIFICATIONS

Contractors who wish to bid on this RFP should respond to the items in Section 3.1 in the order in which they are presented by confirming the proposed specifications can be met. Responses should correlate with, and reflect, the section number and item number provided.

3.15.1. Document the advantages of contracting with your firm as follows:

  • How does your firm’s philosophy differ from that of other firms?
  • Document your proven capabilities.
  • Document specific areas of expertise/experience in the following areas: access and revenue control hardware, access and revenue control equipment, access and revenue control installation, access and revenue reports.

3.15.2 Provide biographical information describing the professional experience of key personnel including principals.
3.15.3 Provide organizational chart.

3.15.4 Bidder must document a minimum of five (5) years experience in the field of access and revenue control systems

3.15.5 Provide resumes of the key personnel to be assigned on site at Montclair State University, including the Project Manager, technicians, etc.

3.15.6 Document a minimum of three (3) facilities equal to or similar to Montclair State University's Red Hawk Parking Deck in terms of project type, size, complexity, and budget where your firm provided equipment for, and installed, a complete access and revenue control system. The listed projects must demonstrate that your firm has developed the expertise necessary to provide access and revenue control system as required under this Request for Proposal.

3.15.7 Provide references from three (3) institutions of similar size to Montclair State University whom you have supported, and both provided and installed equipment. Please include contact names, phone numbers and email.

3.15.8 In light of the technology requirements provided in Attachment A, please confirm your recommended system and proposed installation plan has the ability to meet our requirements.

3.15.9 Provide a transition plan to Montclair State University including a timeline for the completion of the project.

3.15.10 Provide training documentation and training plan.

3.16 EVALUATION CRITERIA
Montclair State University will evaluate submittals based on the following criteria (The criteria are not necessarily presented in the order of importance):

3.16.1 Enterprise, technical and functional requirements and capabilities of the hardware and software.

3.16.2 System Scalability and flexibility

3.16.3 Technical competence of vendor project team

3.16.4 Ability to meet System Requirements

3.16.5 Demonstrated implementation, support, and training capabilities
3.16.6 Transition Plan and proposed timeline

3.16.7 Price

3.16.8 References

**3.17 – NETWORKING & TELECOMMUNICATION SPECIFICATIONS**

**Vertical riser requirements**

- Provision 24 strands (12 pairs) of SM and 24 strands (12 pairs) MM 50 micron laser optimized fiber optic cables from MDF to each IDF
- Provision a 50 pair CMR rated telephone riser cable from MDF to each IDF for emergency phones, back up HFMS services, possible alarms, FAX machines, office and utility phones
- Install four, 4" riser sleeves to each stacked IDF closet
- Install two, 2" conduits to rooftop extending from the nearest telecommunications closet and have the ability to easily mount multiple wireless, cellular or microwave antennas/dishes
- Building pathway diversity should be considered for the vertical riser to each telecommunications closet

**Horizontal cabling requirements**

- Install 2071E GigaSPEED, Plenum rated category 6 horizontal cable from each IDF to Wireless
- Access Point (WAP) location above dropped ceiling. Estimate a cable drop for every 1000 sq ft, unless otherwise specified. Two cables are preferred (one for console port and the other for network uplink)
- Cable lengths shall not exceed 90 meters and must be continuous without splices from telecommunication closet to any data end point
- A minimum of two cat 6 cables must be run to from IDF/MDF to the office/user space unless otherwise specified in writing by MSU Networking and Telecommunications
- A minimum of two cat 6 cables must be run to all predefined locations where printers, scanners and fax machines are to be located. The number of cat 6 cables may increase depending on the number of additional devices requiring connections
- Install 12" ladder rack in hallway of each floor above dropped ceiling to support current and future horizontal wire runs. Ladder rack system throughout the building must be easily accessible without obstruction of a HFMS, plumbing, or electrical cabling
- Minimum of two, 4" sleeves must be installed that exit into hallway above dropped ceiling from each MDF/IDF. The number of sleeves may increase depending on cable drops per floor
- Cabling requirements to specialized spaces such as computer labs, research centers, common areas, AV enhanced classrooms and conference rooms will require consulting services and may increase in quantity depending on program requirements OSP cabling requirements

- New buildings must be provisioned with diverse pathways to new or existing Man-hole system

- Install 4 x 4” conduits from building MDF to provisioned manhole

- Install MaxCell flexible fabric inner-duct in each conduit along with Kevlar Muletap

**Telecommunication Requirements/Standards for – Space, Power, HFMS and Lighting**

- Contractor shall ensure the work performed is in compliance with the current applicable local, state, and federal codes, the NJ Uniform Building Code, the National Electrical and Uniform Fire Prevention. In addition, including but not limited to EIA/TIA Standard 568A, Commercial Building Standards for Telecommunications Cabling, EIA/TIA Standard 606, Labeling and Administration Standards for Telecommunications Cabling in Commercial Buildings, EIA/TIA Standard 607, Bonding and Grounding for Telecommunications Cabling and Equipment in Commercial Buildings

- Contractor shall abide by the BOCA National Building code

- All vertical and horizontal in-building cable must be plenum rated and installation of cable must follow all Telecommunication Standard and manufacture guidelines (eq. EIA/TIA)

- Install UL listed fire stop sealant materials into all conduits/sleeves that are specified for telecommunication cable runs. The fire stop sealant must be installed accordance with the manufacture’s specifications after the cabling installation has been completed

- All cabling installations and attached components including equipment, racks, UPS systems must be installed in accordance with the manufacturer's specifications and documentation

- Install a 12" ladder rack in the MDF and IDF(s) from wall to wall and connect to equipment racks or data cabinets. The ladder rack must be installed per the specifications to maintain and support manufacture cable bend requirements Install ¾, 4’x8’ plywood sheet to the wall-framing and paint with two coats of white fire-retardant paint

- Finished floors shall have anti-static properties as per IEC 61000-4-2. In addition steps must be taken to minimize dust levels in the Telecommunication closets

- Telecommunication closets must have a minimum clearance height of 2.4m (8 ft.) without obstruction from ceiling to floor and must not have a finished ceiling
- Minimum door size shall be 36 inches wide and 80 inches high without sill. The hinged door must open outwards and must be provisioned with a University approved card access control lock

- Telecommunications closets must be safeguarded against excessive vibration

- Telecommunications closets must be at a minimum of 8' x 8' unless otherwise specified differently by MSU Networking and Telecommunications. The minimum size will increase depending on number of racks and equipment installed (use industry standards)

- Install a category 6 cable in hallway from MDF/IDF for a wall phone mount on each floor

- A ¾ inch conduit must be run from the hallway to the user space and positioned in room according to approved furniture and electrical layout

- Install and protect each AP. If wall enclosures are not acceptable in maintaining building aesthetics, extended antennas must be installed

- All fiber optic and copper terminations must be provisioned on a panel and mounted on an equipment rack or data cabinet in each MDF and IDF

**MDF/IDF electrical and lighting requirements/specifications**

- The MDF and all IDF data cabinets or racks must be provisioned with a minimum of 4 duplex outlets 20A each dedicated with isolate ground (ANSI/TIA/EIA-607). Additional convenience duplex outlets placed at 1.8m (6 ft.) intervals around perimeter, 18 inches above finished floor. In addition the MDF must be provisioned with two NEMA L6-30R receptacles. Additional electrical power may be needed depending on the equipment requirements

- Electrical feeds to the MDF/IDF must be terminated in their own electrical sub panel located in the MDF

- The MDF and IDF power to the data racks must be on the building emergency generator and provisioned with a conditioned & UPS power to accommodate minimum of 60 minutes uptime during the loss of utility power

- All cable/raceways/networking equipment must have a minimum of 4’ separation between any electromagnetic interference (EMI)

- All cable/raceways/networking equipment must have a minimum of 10' clearance from high voltage systems (440 volts or higher)

- Installation of telecommunication cables must never feed through machine rooms e.g. elevator or high voltage rooms

- Telecommunication closet (MDF/IDF) lighting must be a minimum of 538 lx (~50 foot candles) on equipment rack and finished floor. The lighting in the closet should be on building emergency power (10.76391 lx = 1 foot candle)
• Terminate all copper entering the building with proper lightning protection

• Access to the telecommunications grounding system as specified by ANSI-J-STD-607-A or latest ANSI or EIA/TIA standards must be followed

• All equipment racks and data cabinets must be provisioned with effective cable managers and secured into the concrete floor grounded with 2/6AWG wire to Telecommunication halo grounded ring or a Ground BusBar. The installation of these components must follow all Electrical standards based requirements

MDF/IDF cooling requirements

• All MDF/IDF spaces must be designed with an independent cooling system from the building system and function 7x24x365. The MDF/IDF must maintain temperature and humidity controlled range 18°C (64°F) to 24°C (75°F) with 30% to 55% relative humidity measured 1.5m (5 ft.) above floor level

• HFMS systems must support SNMPv3 for monitoring temperature thresholds

• MDF cooling system must be able to handle a minimum of 40,000 BTU unless otherwise specified by MSU Networking and Telecommunications IDF(s) cooling system must be able to handle a minimum of 3,000 BTU per rack with a minimum of 6,000 BTU per IDF unless otherwise specified by MSU Networking and Telecommunications

• MDF/IDF must not be heated by building heating system

MSU cabling and hardware vendor

• MSU standard - all data components, CAT 6 cabling must be Commscope/ Systimax and installed by product-certified technicians

• MSU standard - all data components, fiber optic cabling and hardware must be Commscope/Systimax or Corning and installed by product-certified technician

Fire/Safety, BAS and card access

• Provision four strands of MM/SM fiber and two Cat 6 cables from building MDF to fire alarm panel. The MM or SM will be selected based on distant to the master fire panel node

• Provision four strands MM fiber and two Cat 6 cables from building MDF to card access control panel. Access control System including door hardware, readers and electronics must be completely compatible with existing University’s systems. If door hardware requires PoE, it must be provisioned with a University approved switch make and model

BAS/BMS/HFMS/Fire Alarm and Card Access – IT Security requirements
The contractor shall provide:

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• All TCP and UDP ports used by the application and hardware

• MAC address of each new device requiring connection to network (IP address to be assigned by MSU/IT)

• Change default passwords for new devices and use MSU provided password.

• Disable Telnet and all non-secure/non-encrypted protocols, enable SSL or other encrypted protocols for device communication

• Enable firewall rules

• Telecommunications closet space must be equipped with a pre-action fire suppression system that remains water free until both a heat and smoke detector are activated

• Install cat6 cables, stainless-steel faceplates and emergency wall telephones in each staircase per floor or in AOR as per code requirement. The wall phone must be heavy-duty industrial grade and wire free (push-to-talk) – unless otherwise specified in writing by MSU Campus Fire and Safety

• Emergency Blue-light or Code Blue phones must be provisioned outside each exit/entrance

• The elevator lobby area on each floor must be provisioned with a wall phone

• Hall phones (on campus dialing only) may be provisioned in sections of building or as per new building requirements

Labeling

• All labels must be clear and easily viewed

• All telecommunications conduits must be clearly labeled as specified by MSU Networking and Telecommunications

• All cables (outside plant, inside vertical risers and horizontal) must be clearly labeled as specified by MSU Networking and Telecommunications. The label must be marked with a unique identifier at each end within four (4) inches of each termination, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated

• All data jack faceplates must be clearly labeled as specified by MSU Networking and

Telecommunications (IDF/MDF closet # - building code + room number)

• All racks, patch panels, punch down blocks must be clearly labeled with a unique identifier as specified by MSU Networking and Telecommunications
Documentation

- As-Built drawing of outside and in-building cabling infrastructure must include cable counts for fiber and copper, pathways, manholes, depth of conduit installed, etc. CAD drawing must include location of data outlets, furniture layout, electrical outlets, main cable routes, and field installation note.

- Fiber test results including end-to-end loss tests using industry standard optical equipment set at 850/1300nm for multimode fiber and set at 1300/1550nm for single-mode fiber.

- All test results must meet manufacturer specifications. All documentation must be electronically searchable and must be provided on CDROM or DVD. List of Abbreviations

VACS – Vehicle Access Control System

FMS – Facility Management System

LCD – Liquid Crystal Display

UL – Underwriters Laboratory

VAC – Volts AC

End of Specifications
4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL
The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signature Page (Attachment #1), in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION
In order to be considered, a bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP’s Signature Page (Attachment #1).

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER'S NAME AND ADDRESS.

4.3 NUMBER OF BID PROPOSAL COPIES
The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal, and one (1) complete COPY of the proposal. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 RFP SIGNATURE PAGE
The bidder shall complete and submit the RFP Signature Page (Attachment #1). The RFP Signature Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the RFP Signature Page must be signed by a general partner. If the bidder is a joint venture, the RFP Signature Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE CERTIFICATION
In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Certification (Attachment #2). A current completed Ownership Disclosure Certification must be received prior to or accompany the bid...
proposal. If the bidder is a joint venture, an Ownership Disclosure Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.3 SOURCE DISCLOSURE CERTIFICATION
The bidder must complete the Source Disclosure Certification (Attachment #3) and include the completed Certification with the bid proposal. Failure to comply will result in rejection of the bid proposal.

4.4.1.4 COMPANY QUALIFICATION CERTIFICATION
The bidder must complete the Company Qualification Certification (Attachment 4) and include the completed Certification with the bid proposal. If the bidder is a joint venture, the Company Qualification Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE
See Section 1.1 of the University’s Standard Contract Terms and Conditions, Appendix 1.

The bidder may go to http://www.state.nj.us/treasury/revenue/busregcert.shtml to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Failure to submit a copy of the bidder’s Business Registration Certificate (or interim Registration) from the Division of Revenue with the bid proposal may be cause for rejection of the bid proposal. If the bidder is a joint venture, a Business Registration Certificate (or interim Certificate) must be provided by each party to the joint venture.

4.4.2.2 SMALL BUSINESS REGISTRATION – N/A for this RFP.

This is a Set-Aside Contract for [indicate category: Category I, II, or III] for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal. If the bidder is a joint venture, evidence that each party to the joint venture has registered with Commerce as a small business should be submitted with the bid proposal.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

All necessary forms and any additional information concerning registration may be obtained
by contacting Commerce's office of Small Business Services:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820
TELEPHONE: 609-292-2146

4.4.2.3 NEW JERSEY PUBLIC WORKS REGISTRATION CERTIFICATES
The bidder and all proposed subcontractors must hold valid N.J. Public Works Registration Certificates at the time of bid opening.

The Bidder shall include copies of current N.J. Public Works Registration Certificates for the Bidder and all sub-contractors required to be listed on the Single Bid Sub-contractor Listing. The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56:48 et seq., requires that all bidders and all sub-contractors listed in a bid on a public work must be registered with the Department of Labor to protect workers and facilitate enforcement of state prevailing wage laws. The Act was amended in 2003 as follows:

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56:26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56:48 et seq.) at the time the bid is made. No contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or sub-contractor is registered pursuant to that act. [N.J.S.A. 34:11-56:51, as amended by L.2003, c. 91, approved June 17, 2003].

4.4.3 SUBMITTALS
None for this RFP.

4.4.3.1 SAMPLE TESTING (N/A for this RFP)
The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for all pricing lines listed in Attachment #5 for evaluation and testing purposes are to be made available at no charge and delivered to University, at the bidder's expense. The bidder must submit to Procurement Services samples with their bid proposal. Bid samples will be returned after project award is finalized. The University reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. The testing results of the University are final.

4.4.4 BID SECURITY - N/A for this RFP.
Each bid proposal must be accompanied by a Bid Bond [See Attachment #6]. Certified or Cashier’s Check made payable to Montclair State University equal to ten percent (10%) of the amount of the bid proposal, not to exceed $20,000.00, as evidence of good faith, which guarantees that if the bid proposal submitted by the bidder is accepted, the bidder will enter into
the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and Performance Bonds [See Attachment #7], if the bidder is awarded the Contract. If the bidder whose bid proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the bid proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequired balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The bidder awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach. Certified or Cashier's Checks or Bonds submitted by unsuccessful bidders will be returned after the Contract has been executed. Bidders electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to the University. Attorneys in fact who sign Bid Bonds or Contract Bonds must file a certified Power of Attorney with the University indicating the effective date of that power.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the University with the ability to judge the bidder’s financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its most recent annual audited or certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year. If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

If the financial information is not included with the bidder’s response, the University may request the bidder to submit it, or deem the bid non-responsive. If the University requests it be submitted and the bidder fails to submit within seven (7) business days, the University may deem the bidder’s proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with its bid proposal.
The University reserves the right to make the determination whether to accept the bidder’s assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING
The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #5). Failure to submit all information required will result in the bid proposal being considered non-responsive. Notwithstanding the Contract Effective Date on the RFP Signature Page, Attachment #1, each bidder is required to hold its prices firm through issuance of the contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS
The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University’s Standard Contract Terms and Conditions (Appendix 1)), the contractor’s bid proposal and the University’s Agreement incorporating these documents and signed by the contractor and the University’s Vice President for Finance and Treasurer.

In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority: Agreement, RFP Addendum by later issuance date, the RFP, the University’s Standard Contract Terms and Conditions and the contractor’s bid proposal.

5.2 CONTRACT TERM AND EXTENSION OPTION
The term of the contract shall be for a period of one year. The anticipated "Contract Effective Date" is provided on the Signature Page (Attachment #1) of this RFP: If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the University’s Vice President of Finance and Treasurer.

5.3 CONTRACT TRANSITION
In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT
Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University’s Vice President for Finance and Treasurer.
5.5 CONTRACTOR’S WARRANTY
The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor’s performance of the contract.

The acceptance of, approval of or payment for any of the services performed by the contractor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED
The contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by University user departments reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the University’s Vice President for Finance and Treasurer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University’s Vice President for Finance and Treasurer may take such steps as are necessary to have the items returned to the contractor, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University’s ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS
In the event that the contractor fails to comply with any material contract requirements, the University’s Vice President for Finance and Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor’s price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.
5.8 MANUFACTURING/PACKAGING REQUIREMENTS

- All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

- All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

- All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the University at the contractor's expense.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA
The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

Reference Specification Section 3.16 for the criteria.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL
After the submission of bid proposals, unless requested by the University as noted below, bidder contact with the University is still not permitted.

The University may request the highest ranking bidder(s) be required to give an oral presentation to the University concerning its bid proposal. The University may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University's discretion whether to require the highest ranking bidder(s) be required to give an oral presentation or require the highest ranking bidder(s) to submit written responses to questions regarding its bid proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a bid proposal. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.
6.3 BID DISCREPANCIES
In evaluating bid proposals:

Discrepancies between words and figures will be resolved in favor of words.

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD
The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject any or all bids, or to award in whole or in part, if deemed to be in the best interest of the University to do so. Furthermore, the University reserves the right to waive any other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

7.1 DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION
A) Approval of Chapter 15/Executive Order 117 Vendor Certification and Disclosure of Political Contributions by the N.J. State Compliance Office (unless bidder already possesses such a valid certification).

B) Submission of a valid Certificate of Employee Information Report, or, copy of the application form to apply for a Certificate and a copy of the check sent with the application.

7.1.1 PERFORMANCE AND PAYMENT BONDS – N/A for this RFP.
The successful Bidder shall furnish within ten (10) calendar days after Contract Execution a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of the Contract and a Payment Bond in statutory form in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in
separate instruments in accordance with the law. No Contract shall be executed unless and until each Bond is submitted to and approved by the University and the Surety must be presently authorized to do business in the State of New Jersey. The Surety’s obligation shall continue beyond final acceptance to the extent that the Contractor may have such an obligation.

The cost of Bonds shall be the sole responsibility the Contractor. If at any time the University, for justifiable cause is, dissatisfied with any Surety or Sureties that have issued or proposed to issue the Performance or Payment Bonds, the Contractor shall within ten (10) days after notice from the University to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the University. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or payment made under a Contract until the new Surety or Sureties have furnished such an acceptable Bond to the University. Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors’ names exactly as they appear on the Contract. Current Attorney-in-Fact Instruments and financial statements of the Surety must be included with the Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirements and language of N.J.S.A. 2A:44-143 to 147.

7.1.2 AFFIRMATIVE ACTION – Please reference Attachment# 8

The bidder recommended for contract award is required to submit a copy of its Certificate of Employee Information or a copy of Federal Letter of Approval, verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a University contract. The Affirmative Action Employee Information Report (AA-302) is located at http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.3 POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

a) The University may not contract to procure from any vendor services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds $17,500, if the vendor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

b) Prior to awarding the contract to a bidder, the bidder proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the bidder and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The
required form and instructions, available for review at http://www.state.nj.us/treasury/purchase/forms.htm#eo134, shall be provided to the intended awardee for completion and submission to Procurement Services. The intended awardee shall submit the completed Certification and Disclosure(s) within five (5) business days to the assigned Procurement Services buyer. Failure to submit the required forms will preclude award of a contract under this RFP.

c) Further, the intended awardee is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review at http://www.state.nj.us/treasury/purchase/forms.htm#eo134.

7.1.3.1 STATE TREASURER APPROVAL
The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.3.2 ADDITIONAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS
The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.4 INSURANCE CERTIFICATES
The bidder recommended for contract award shall provide the assigned Procurement Services buyer with current certificates of insurance for all coverages required by Section 2.3 of the University’s Standard Contract Terms and Conditions, Appendix 1.

7.1.5 VENDORS RIGHT TO PROTEST AWARD OF CONTRACT

A vendor who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within ten (10) business days following the vendor’s receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract.
Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website http://www.montclair.edu/procurement/awardedcontracts/index.html.
APPENDIX #1
MONTCLAIR STATE UNIVERSITY
STANDARD CONTRACT TERMS AND CONDITIONS

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University’s Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor’s proposal conflict with the University’s Standard Terms and Conditions, the University’ Standard Terms and Conditions will govern.

III. The contractor’s status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

1.1 BUSINESS REGISTRATION (Contracts in excess of $4,950)

a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue conducting business in the State of New Jersey and prior to the University’s execution of a contract with the contractor pursuant to N.J.S.A. 52:32-44(c). The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University’s Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgsservices/html. Contractor’s failure to comply may result in the imposition of penalties by the University in accordance with all applicable laws.

b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University’s Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under. Company agrees to the mandatory EEO/AA language for goods and services professional services contracts, or construction contracts awarded by a public agency, as applicable, as more fully set forth in N.J.A.C. 17:27-3.5 and 3.7 or N.J.A.C. 17:27-3.6 and 3.8 respectively, as if fully restated herein and as more fully stated on the University’s website at: https://www.montclair.edu/media/montclairedu/financetreasurer/forms/vendor/Form-AA302-&-Affirmative-Action-Language.pdf

and
1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4. Accessibility of online content and functionality will be measured according to the W3C's Web Content Accessibility Guidelines 2.0 Level AA ("Benchmarks for Accessibility"). Contractor shall ensure that content and functionality meet the Benchmarks for Accessibility or that equally effective alternate access can be provided that would ensure, to the maximum extent possible, individuals with disabilities receive the same benefits and services as their nondisabled peers.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. ("Pay to Play" Act). The University’s Procurement Services Department will provide the selected contractor with a “Contractor’s Certification and Disclosure of Political Contribution Form” to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University’s Procurement Services Department. All forms and instructions are available from the University’s Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR- If the contract is in
excess of $17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University’s Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission (“ELEC”). Additional information about this requirement is available from ELEC at 888-313-3532 or at http://www.elec.state.nj.us/.

1.10 CONTRACTOR ANNUAL ELEC DISCLOSURE OBLIGATION- The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at http://www.elec.state.nj.us/.

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

1.12. FEDERALLY FUNDED PROJECT CONTRACTS – When applicable, contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney’s fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons
whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The selected bidder shall provide the University’s Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University’s Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name Montclair State University, the State of New Jersey, and the New Jersey Educational Facilities Authority as additional insureds.

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

**Commercial General Liability** insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) product/completed operations aggregate. A “per location or project endorsement” shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

**Comprehensive Automobile Liability** covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

**Worker's Compensation** Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer’s liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer’s liability limit requirements.

**Excess Liability**, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with
minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor’s beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University’s interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.
5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

6. PERFORMANCE GUARANTEE

The contractor certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.

d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor's invoice all charges incurred by the University in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time elapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 8:30 a.m. to 3:00 p.m. on normal business days (Monday through Friday).
All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University’s Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.

In the event delivery of goods or services is not made within the number of days contracted, the University’s Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions. For contracts that total $2 million or greater, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University’s acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):
a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.

c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 12a. through 12c. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with contractors under the same terms and conditions as are offered or made available to members of the general public.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor’s proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, Overlook Corporate Center, 150 Clove Road, 3rd Floor, Little Falls, and N.J. 07424.

14. CLAIMS
Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

16. Pursuant to N.J.S.A. 18A:64-6.1, Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. In the event of any breach or violation of this warranty, the University shall have the right to terminate the contract without liability for payment to the contractor, or in its discretion, the University may deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

17. Contractor acknowledges that the Agreement may provide it access to paper and electronic student education records. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from student education records as set forth in the Family Educational Rights and Privacy Act, 34 CFR 99.33(a)(2), which states that officers, employees and agents of a contractor that receive education record information from the University may use such information only for the purposes for which the disclosure was made by the University and as required by the Agreement.

________________________________________
AUTHORIZED SIGNATURE

________________________________________
NAME

________________________________________
TITLE

________________________________________
COMPANY NAME

________________________________________
DATE

Rev 2-24-17
ATTACHMENT # 1
RFP SIGNATURE PAGE

REQUEST FOR PROPOSAL 1309

FOR: Vehicle Access Control System

RETURN BID PROPOSAL TO:
OFFICE OF PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERSITY
150 Clove Road, Third Floor
Little Falls, NJ 07424

ESTIMATED AMOUNT: N/A
TEL#: (973) 655-7468

CONTRACT EFFECTIVE DATE: N/A
FAX#: (973) 655-5468

PROCUREMENT SERVICES BUYER: John Gosciński

CONTRACT EXPIRATION DATE: N/A

1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 10:00 AM ON October 4, 2017 AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):

OFFICE OF PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERSITY
OVERLOOK CORPORATE CENTER, 150 Clove Rd., 3rd Floor
Little Falls, NJ 07424

2. THE BIDDER MUST SIGN THIS RFP SIGNATURE PAGE.

3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.

4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.

5. ALL CORRECTIONS, WHITE-OUTS, ERASES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPAREANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.

6. THE BIDDER MUST COMPLETE AND SUBMIT WITH BID, THE OWNERSHIP DISCLOSURE FORM (ATTACHMENT #2), SOURCE DISCLOSURE CERTIFICATION (ATTACHMENT #3), COMPANY QUALIFICATION CERTIFICATION (ATTACHMENT #4) AND PRICE SHEET (ATTACHMENT #5).

7. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING.

8. FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING (RFP SECTION 4.4.2.2).

9. BY SIGNING THIS RFP SIGNATURE PAGE, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY UNIVERSITY EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE BID PROPOSAL.

10. THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND MUST SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL (SEE RFP SECTION 4.4.2.1). Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of sixty (60) days after the bid opening date.

TO BE COMPLETED BY BIDDER

11. FIRM NAME: ________________________________

ADDRESS: ______________________________________

12. BIDDER TEL#: ________________________________ EXT: ________

13. FEDERAL EMPLOYER IDENTIFICATION

# ________________________________

14. BIDDER FAX#: ________________________________

15. BIDDER E-MAIL ADDRESS: ________________________________


ORIGINAL SIGNATURE OF BIDDER

DATE

PRINT/TITLE NAME

TITLE
ATTACHMENT #2
MONTCLAIR STATE UNIVERSITY

OWNERSHIP/STOCKHOLDER DISCLOSURE FORM

Name of Bidder

Address

City/State

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning 10% or more interest in the Bidder’s firm. If corporate owner, list in the spaces provided, stockholders or corporations whose ownership through the corporations is 10% or more of the Bidder.

<table>
<thead>
<tr>
<th>Name</th>
<th>Street Address</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
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<td>1.</td>
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<td>6.</td>
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</tr>
</tbody>
</table>

President for the Firm

Phone

(Type or print name)

I certify that, to the best of my knowledge and belief that the following statements by me are true:

( ) Listing of stockholders’ names and addresses have been submitted to the University and is current and correct to the best of my knowledge, with the exceptions listed above.

( ) The list of stockholders above is current and correct to the best of my knowledge.

( ) There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

I am aware that if any of the statements are willfully false, I am subject to punishment.

By: ______________________ Title: ______________________

Print Name: ______________________ Date: ______________________
ATTACHMENT 3
SOURCE DISCLOSURE CERTIFICATION

N.J.S.A. 52:34-13.2 and N.J.S.A. 52:32-1 requires that all contracts for goods and services with an instrumentality of the State be performed or manufactured within the United States, except when the University Contracting Officer certifies in writing that a required service cannot be provided by the contractor or subcontractor within the United States.

SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, all bidders responding to an advertised procurement must submit a completed Source Disclosure Certification Form with the bid proposal, disclosing the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The University Contracting Officer shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE UNIVERSITY SHALL PRECLUDE AWARD OF THE CONTRACT TO THE BIDDER.

If during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the contractor shall be deemed to be in material breach of its contract, which contract shall be subject to termination for cause, unless approved beforehand by the University Contracting Officer.
ATTACHMENT #3
SOURCE DISCLOSURE CERTIFICATION

Bidder: ____________________________  RFP #: _______________________

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the bidder.

The bidder submits this Certification in response to the referenced RFP issued by the Montclair State University, in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:
List every location where services will be performed by the bidder and all subcontractors of the bidder. If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Bidder and/or Subcontractor</th>
<th>Description of Services</th>
<th>Locations[s] by Country</th>
<th>Reasons why services cannot be performed in US</th>
</tr>
</thead>
</table>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the contractor to the Director of Procurement Services, Montclair State University.

The University Contracting Officer shall determine whether sufficient justification has been provided by the contractor to form the basis of his certification that the services cannot be performed in the United States.

I understand that if, after award of the contract, it is determined that the contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the University Contracting Officer that extraordinary circumstances require such shift or that the failure to shift the services would result in economic hardship to Montclair State University, the contractor shall be deemed in breach of contract, which contract will be subject to termination pursuant to the University’s Standard Contract Terms and Conditions.

I further understand that this Certification is submitted on behalf of the bidder in order to induce the University to accept a bid proposal, with knowledge that the University is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: ____________________________
[Name of Bidding Entity]

By: ____________________________  Title: ____________________________

Print Name: ____________________________  Date: ____________________________
I. ORGANIZATION

Company Name: ____________________________________________

Parent Company: ____________________________________________

Address: __________________________________________________

City: ___________________________ State: ___________ Zip Code: ___________

Contact Person: ____________________________________________

Name ___________________________ Title ___________________________

Telephone Number: __________________________________________

Fax Number: _________________________________________________

E-Mail Address: ______________________________________________

Check: ( ) Corporation ( ) Partnership

( ) Sole Proprietor ( ) Small Business - Category 1

( ) Small Business – Category 2 ( ) Small Business - Category 3

The State of New Jersey defines Small Business for goods and services per NJCA12A:10A (NJCA 17:13) as follows:

• Business has no more than 100 full time employees
• Gross Annual Revenues do not exceed $500,000 – Category 1
• Gross Annual Revenues do not exceed $5,000,000 – Category 2
• Gross Annual Revenues do not exceed $12,000,000 – Category 3
• Management owning at least 51% interest in the business
• Must be incorporated or registered to do business in New Jersey

Is your business certified as: ( ) Minority - MBE ( ) Women Owned – WBE

If yes, attach certification.

If MBE, specify ethnicity: ____________________________

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State of Incorporation: ________________________________

Date of Incorporation: ________________________________

Are you currently doing business in the State of New Jersey?  ( ) Yes  ( ) No

Number of Years in the Industry: ________________________________

Number of Years in the College/University Industry: ________________________________

II. TYPE OF BUSINESS
☐ Contractor  ☐ Factory Representative  ☐ Wholesale

☐ Distributor  ☐ Consultant  ☐ Retailer

☐ Manufacturer  ☐ Carrier

III. PRODUCT/SERVICE CODE(S)

Commodity Codes: ____________________________________________

SIC Codes: ____________________________________________

Number of Employees in Company ____________________________________________

Gross Annual Sales ____________________________________________

State Licenses or Permits ____________________________________________

IV. E-COMMERCE

Do you accept Credit Cards:  ☐ YES  ☐ NO

Which Types:
☐ American Express
☐ MasterCard
☐ Visa
☐ Other

EFT Capability:  ☐ YES  ☐ NO
V. REFERENCES
List all contracts of similar size and scope to the contract that is being solicited in this RFP that the bidder has held in the last year. For each contract listed provide the contractor’s name, address, telephone number and a contact name (use additional sheets if necessary).
VI. COMMENTS:
Include details, which clearly explain the services your company provides; also describe the characteristics of your company including relevant accomplishments.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: ________________________________

[Name of Bidding Entity]

By: ________________________________ Title: ________________________________

Print Name: ________________________________ Date: ________________________________
ATTACHMENT #5
PRICE SHEET(S)

Price Extension

Will you extend contract prices to other State Colleges and Universities? Yes _____ No _____

Montclair State University is a member of the New Jersey Higher Purchasing Association (NJHEPA), whose members include the 4-year Public Colleges and Universities, as well as private institutions: the private Universities include: Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA: Yes _____ No _____

LUMP SUM PROPOSAL $_

Confirmation to meet the equipment specifications as per Specifications in Section 3.1:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

ADD/ALTERNATE NO. 1 – Relocate existing Webster Road access gates to new location per attached Map. All labor & materials. Contractor and any/all subcontractors must be listed on Attachment #13, and possess valid N.J. Public Works Certificates to perform this work. Note: This is a Prevailing Wage project, and certified payrolls will be required with all applications for payment.

LUMP SUM PROPOSAL $_

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ATTACHMENT #6
BID BOND – N/A for this RFP

MONTCLAIR STATE
UNIVERSITY

Bid-Bond-Form

Know all Men by these Presents, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto Montclair State University, as Owner in the penal sum
of ________________________________ Dollars
($_________ ) for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns.

___________________ Signed this _____ day of ___________ 20–.

The condition of the above obligation is such that whereas the Principal has submitted a bid for
Montclair State University, Upper Montclair, New Jersey,

Now, therefore, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the
Principal shall execute and deliver a contract properly completed in accordance with said bid and shall
furnish a bond for the faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith and shall in all other respects perform
the agreement created by the acceptance of said bid, then his obligation shall be void, otherwise the
same shall remain in force and effect, it being expressly understood and agreed that the liability of the
surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as
herein stated.

IN WITNESS THEREOF, the Principal and Surety have duly executed this bond under seal the date
and year above written.

SEAL ____________________________ Principal _______________________________(I., S.)

Surety _______________________________

BY _______________________________
ATTACHMENT # 7
MONTCLAIR STATE
UNIVERSITY

AGREEMENT OF SURETY - N/A for this RFP

Agreement of Surety Form

——— In consideration of the sum of ONE DOLLAR, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable consideration

herein called the Company, consents and agrees that if the project at Montclair State University, Montclair, New Jersey,

for which the preceding proposal is made, be awarded to

of

herein called the Bidder, the company will become bound as surety for its faithful performance and will execute the final bonds required and , if the Bidder shall omit or refuse to execute such contract when notified or awarded, then the company will pay to Montclair State University, hereinafter called the Obligee, the difference between the amount of the Bidder's Bid or Proposal and the lowest amount in excess of said bid or proposal for which the Obligee may be able to award said contract within a reasonable time.

Signed, Sealed and Dated——— Surety:

________________________________________

By_____________________________________
ATTACHMENT # 8

(REvised 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
ATTACHMENT #9
MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by
the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the
Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must
complete the certification below by checking one of the two representations listed and signing
where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement
does not complete the certification, then the Directors may determine, in accordance with
applicable law and rules, that it is in the best interest of the State to award the purchase, contract
or agreement to another bidder who has completed the certification and has submitted a bid
within five (5) percent of the most advantageous bid. If the Directors find contractors to be in
violation of the principles which are the subject of this law, they shall take such action as may be
appropriate and provided by law, rule or contract, including but not limited to, imposing
sanctions, seeking compliance, recovering damages, declaring the party in default and seeking
debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:
___ has no ongoing business activities in Northern Ireland and does not maintain a physical
presence therein through the operation of offices, plants, factories, or similar facilities, either
directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it
maintains effective control; or

___ will take lawful steps in good faith to conduct any business operations it has in Northern
Ireland in accordance with the MacBride principles of nondiscrimination in employment as set
forth in
N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern
Ireland) Act of 1989, and permit independent monitoring of their compliance with those
principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the
foregoing statements made by me are willfully false, I am subject to punishment.
Signature: ____________________________

Print Name: _____________________________

Title: ________________________________

Firm Name: ___________________________

Date: ________________________________
ATTACHMENT #10
State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE “ADD AN ADDITIONAL ACTIVITIES ENTRY” BUTTON.

Name __________________________ Relationship to Bidder/Offeror __________________________

Description of Activities _______________________________________________________________

Duration of Engagement __________________________ Anticipated Cessation Date ________________

Bidder/Offeror Contact Name __________________________ Contact Phone Number __________________________

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): __________________________ Signature: __________________________

Title: __________________________ Date: __________________________

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CONFLICT OF INTEREST

The following regulations are provided to all vendors as official note of New Jersey’s Conflict of Interest Law, Executive Order No. 34 (1976) and Executive Order No. 189 (1988) which establish the standards of responsibility for state employees and vendors to follow in contractual matters. The violation of the following prohibitions on vendor activities will render the vendor liable to debarment, suspension and disqualification.

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State Officer or employee or Special State Officer or employee, as defined by N.J.S.A. 52:13D-13b and E in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any other member of the immediate family, as defined by N.J.S.A. 52:13D-12i., of any such Officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such Officer or employee has an interest with the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a State Officer or employee or Special State Officer or employee from any state vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to any State Officer or employee or Special State Officer or employee having any duties or responsibilities in connection with the purchase acquisition or sale of any property or services by or to any State Agency or any instrumentality thereof, or with any person, firm or entity with which he employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

d. No vendor shall influence or attempt to influence or cause to be influenced, any State Officer or employee or Special State Officer or employee in his official capacity in any manner which might tend to impair the objectivity or independency of judgment of said Officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State Officer or employee or Special State Officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs a through e shall not be construed to prohibit a State Officer or employee or Special State Officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

I (we) certify that I (we) have read and understood the above regulations on Conflict of Interest:

Name of Firm: ____________________________________________

By: ____________________________________________

Please Print

Title: ____________________________________________

Signature

Date: ____________________________________________
ATTACHMENT 12
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
COUNTY OF  

I, ________________________________ of the City of ________________________________
in the County of ______________________ and the State of ________________________________

being of full age, and 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 execute the said Proposal with full authority to do so; and said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the University relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

____________________________________
Signature

Subscribed and sworn to ________________________________

Before me this ______________________ day of ______________________, 20_._

Notary Public: ________________________________

My Commission Expires: ________________________________

____________________________________
NOTARY PUBLIC
SINGLE BID SUBCONTRACTOR LISTING (IF ANY)

Any firm submitting a bid for Single Prime Bid (*combined Lump Sum All Trades*) shall indicate the Name, Address and applicable License Numbers of sub-contractors for the categories listed below (*if applicable – if no subcontractors apply, mark category as ‘none’*). **All sub-contractors listed must be N.J. Public Works certified at the time of the bid date.** If the Bidder intends to complete the categories with his own staff, include “own staff” notation in the appropriate category.

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<th>TRADE</th>
<th>FIRM</th>
<th>LICENSE No.</th>
<th>SBE Registration No.</th>
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