



Request for Proposal # 1421

For: Fleet Vehicles Washing Services – On Site

Event	Date	Time
Request For Proposal	Wednesday July 17, 2019	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	Tuesday July 23, 2019	12:00PM
Answers Posted (approximate date and time)	Thursday July 25, 2019	10:00AM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	Wednesday July 31, 2019	10:00AM

Dates are subject to change. All changes will be reflected in Addendum issued.

Small Business	Status	Category
Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

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: Chantelle Collins
 Telephone #: (973) 655-7468
 Fax #: (973) 655-5468
 E-mail: collinsch@mail.montclair.edu
 Date: July 17, 2019

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1421	
FOR: Fleet Vehicles Washing Services – On Site	RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Chantelle Collins ADDITIONAL COPIES TO BE SENT TO: EMAIL: Collinsch@montclair.edu , FAX#: (973) 655-5468	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>10:00AM</u> ON <u>Wednesday July 31, 2019</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3RD FLOOR LITTLE FALLS, NJ 07424	
2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS “APPLICABLE” IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.	
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. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.	
4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.	
5. 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. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST.	
6. 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	
BIDDER NAME:	
ADDRESS:	
BIDDER TEL#: _____	FEDERAL TAX IDENTIFICATION
EXT: _____	# _____
BIDDER FAX#:	BIDDER E-MAIL:
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY’S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY’S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

Table of Contents

1.0	INFORMATION FOR BIDDERS	5
1.1	SCHEDULE OF EVENTS.....	5
1.1.1	REQUEST FOR PROPOSAL.....	5
1.1.2	SITE VISIT / PRE-BID MEETINGS	5
1.1.3	QUESTIONS AND ANSWERS.....	5
1.1.4	QUOTES / PROPOSALS / BIDS DUE DATE.....	5
1.2	PURPOSE AND INTENT	5
1.3	BACKGROUND	6
1.4	JOINT VENTURE	6
2.0	DEFINITIONS	7
2.1	GENERAL DEFINITIONS	7
2.2	CONTRACT SPECIFIC DEFINITIONS	7
3.0	COMMODITY DESCRIPTION/SCOPE OF WORK.....	8
3.1	STATEMENT OF QUALIFICATIONS.....	11
4.0	BID PROPOSAL PREPARATION AND SUBMISSION	11
4.1	QUESTION AND ANSWER PERIOD	11
4.2	ADDENDUM: REVISIONS TO THIS RFP.....	11
4.3	CONTENTS OF BID PROPOSAL	12
4.3.1	PRICE ALTERATION	12
4.3.2	BID ERRORS	12
4.3.3	BID DISCREPANCIES	13
4.3.4	PRICING	13
4.4	SUBMISSION OF BID PROPOSAL.....	13
4.5	BIDDER RESPONSIBILITY.....	14
4.6	COST LIABILITY	14
4.7	BID PROPOSAL DELIVERY AND IDENTIFICATION	14
4.8	NUMBER OF BID PROPOSAL COPIES	14
4.9	SUBMITTALS.....	15
4.9.1	SAMPLE TESTING.....	15
4.9.2	BID SECURITY.....	15
4.9.3	FINANCIAL CAPABILITY OF THE BIDDER	16
5.0	PROPOSAL EVALUATION	16
5.1	EVALUATION CRITERIA	16
5.2	ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	16
6.0	CONTRACT AWARD.....	17
6.1	BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT.....	17
7.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	17
7.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	17
7.2	CONTRACT TERM AND EXTENSION OPTION.....	18
7.3	CONTRACT TRANSITION	18
7.4	CONTRACT AMENDMENT	18
7.5	CONTRACTOR'S WARRANTY	18

7.6 ITEMS ORDERED AND DELIVERED	19
7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	19
APPENDIX #1	20
REQUIRED SUPPORTING BID DOCUMENTS.....	20
ATTACHMENT #1	21

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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	Wednesday July 17, 2019	N/A
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1.1.1 REQUEST FOR PROPOSAL

Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation.

1.1.2 SITE VISIT / PRE-BID MEETINGS

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 regardless of attendance to the pre-bid conference(s) and site visit(s).

1.1.3 QUESTIONS AND ANSWERS

Questions and inquiries regarding bidding information should be sent to collinsch@montclair.edu or faxed to the number provided in the RFP Signature page. All questions submitted by the above due date and time will be answered on the [Procurement Services](#) website. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage on or around the date provided in section 1.1. Additional instructions for question submittal must be in accordance with Section 4 of this solicitation.

1.1.4 QUOTES / PROPOSALS / BIDS DUE DATE

Bidders must submit all information requested herein no later than the above referenced date and time in order to be considered for award. Incomplete proposals will be rejected. Bidder submissions must be in accordance with the instructions found in Section 4 of this solicitation.

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

1.2 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 solicit

proposals from qualified vendors for on-call Exterior and Interior Washing Services for Montclair State University Fleet Department's Vehicles.

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, Item 1), are 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.

1.3 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 approximately 21,000 undergraduate and graduate students with more than 300 doctoral, master's and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City and having a School of Conservation located in Sussex County, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

1.4 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 RFP Signature Page and the Source Disclosure Certification (Appendix 1, Item 3). A separate Ownership Disclosure Form (Appendix 1, Item 2) and Company Qualification Certification (Appendix 1, Item 4) must be 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, the University's Standard Terms and Conditions (Appendix 1, Item 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

See Scope of Work (3.0)

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

Montclair State University seeks price quote for on-site cleaning of fleet vehicles. The University is seeking a qualified vendor to provide On-Call exterior/interior washing services for fleet vehicles approximately once a month between the hours of 7:30am and 4:30pm.

Exterior washing includes washing exterior of vehicle including all windows and doors followed by removal of excess water and water spots with a squeegee. Vehicles should be wet down first, in order to remove large patches of mud, and remove bug grime. Application of tire dressing, washing of rims with Wheel Brite or equivalent product, minor tar and bug removal, enhanced gloss using pure liquid carnauba wax, cleaning of vents and all crevices with a power air tool is required.

Interior cleaning shall consist of vacuuming of the seats, sweeping floors as well as washing all windows and mirrors, which must then be towel dried by hand. Clean all areas of the drivers' compartment including but not limited to the vents, dash boards, instrument panel, steering wheel and column. Removal of all graffiti as needed. Remove all garbage and debris from vehicle and empty all garbage cans. Dispose of all garbage in proper area.

Interior cleaning shall include sweeping and mopping floors, dressing and application of vinyl/leather protectant where applicable, deodorize all seat, spot and stain removal, cleaning and polishing of dash boards and instrument panel.

To comply with the minimum statewide basic requirements of the University's Storm water Pollution Prevention Permit, all cleaning chemicals used must be biodegradable and all waste water must be processed through a recovery system that incorporates the following processes.

The water recovery process should consist of four steps: Isolation, Collection, Transportation and Elimination.

Isolation

In order to pick up the waste water, it has to first be channeled and pooled using booms or dikes. Drain seals are extremely critical to a successful recovery operation. These seals should be custom sized, pliable latex formula custom-poured in our facility. These mats completely seal off storm drains, eliminating the possibility of contaminated water entering the sewers and waterways.

Collection

Once contained, waste water has to be physically removed from the parking surface. A high power air blower used to create suction in a vacuum tank is used up to 400 feet of hose if necessary, and is powerful enough to keep up with four separate pressure washers. This vacuum system is mounted in the same vehicle as the pressure washer and the two processes are fully integrated.

Transportation

The vacuum system collects all the waste water in a tank either in the wash van or in a separate Vac-tank truck. The van carries 150 gallons of waste water and the vac-tanks carry 500 gallons. Tank vehicles have a separate vacuum system to add to the effectiveness of the system, they are capable of recovery on their own. All waste tanks are sealed and locked to prevent spilling or unauthorized dumping. Supervisors operate the tank vehicles and collect the waste water from different sites in addition to inspecting the work quality. Supervisors are held personally responsible for unauthorized releases of waste water.

Note: Certain states require Solid Waste Transport Licenses on all vehicles carrying waste water. Transport vehicles are licensed in order for the government agencies to track waste streams. Volumes and dates are submitted annually to notify the authorities of the transportation and finally the elimination of all waste. Disposal sites are named on these reports. The cost of transportation is greatly reduced since the wash. Vehicle is also the transport vehicle.

Elimination

The final step in the total recovery process is elimination, the most important and most difficult part of the process. Although isolation, collection and transportation of the waste water are accomplished by many other companies, the proper final elimination is the most critical process. The transport waste water is to a facility and pumped into holding tanks. After a settling period, it is pumped through a series of filters, oil absorbent material to trap hydrocarbons, and pH correction equipment if necessary. The effluent is finally pumped into the sanitary drain for elimination. The entire system of water recovery must be reviewed and approved by the D.E.P. in New Jersey.

The Contractor shall comply with the New Jersey Department of Environmental Protection Water Discharge regulations. Contractor shall provide a copy of their water discharge permit to Montclair State University along with the bid. Contractors who are non-compliant shall be removed from this award.

All interior and exterior fleet washing shall be done during time periods which maximize shuttle bus fleet down time, i.e. on Fridays or Sundays. Both interior and exterior cleaning shall take place in areas of the campus designated by the Montclair State University Department of Transportation Services.

Scheduling

YEAR 1			YEAR 2			YEAR 3		
August	24	2019	August	23	2020	August	22	2021
September	14	2019	September	13	2020	September	12	2021
October	19	2019	October	18	2020	October	18	2021
November	16	2019	November	15	2020	November	15	2021
December	14	2019	December	13	2020	December	13	2021
January	25	2020	January	24	2021	January	24	2022
February	22	2020	February	21	2021	February	21	2022
March	21	2020	March	20	2021	March	20	2022
April	18	2020	April	17	2021	April	17	2022
May	23	2020	May	22	2021	May	22	2022
June	13	2020	June	12	2021	June	12	2022
July	25	2020	July	24	2021	July	24	2022

MAY CALL FOR SPECIAL WASHES OUTSIDE OF SCHEDULE

Notes:

- All vehicles are to be washed on the scheduled date unless the vehicle is off-site or unavailable.
- Dates are estimated and are subject to change. Actual wash dates will be called in two (2) weeks prior to wash request.

Vehicle List

	Vehicle No.	Year	Model	Mfgr.	License Plate	Vehicle Length
263	BUS #30	2014	XHF	EL DORADO	SG33446	40 FEET
264	BUS #31	2014	XHF	EL DORADO	SG33447	40 FEET
265	BUS #32	2014	XHF	EL DORADO	SG3970	40 FEET
266	BUS #33	2015	XHF	EL DORADO	SG34639	40 FEET
267	BUS #34	2017	XHF	EL DORADO	SG36732	40 FEET
268	BUS #35	2017	XHF	EL DORADO	SG36733	40 FEET
174	BUS #15	2017	E450	FORD/CHALLENG.	SG36497	22 FEET
202	BUS #16	2010	STARTRANS	SURPREME	SG29561	22 FEET
239	BUS #17	2013	AERO	EL DORADO	SG32083	30 FEET
240	BUS #18	2013	AERO	EL DORADO	SG32084	30 FEET
241	BUS #19	2013	AERO	EL DORADO	SG32085	30 FEET
258	BUS #20	2013	AERO	EL DORADO	SG33265	30 FEET
259	BUS #21	2013	AERO	EL DORADO	SG33266	30 FEET
262	BUS #22	2014	AERO	EL DORADO	SG33368	30 FEET
172	BUS #23	2016	GLAVAL	FORD F550	SG36480	30 FEET
173	BUS #24	2016	GLAVAL	FORD F550	SG36481	30 FEET
29	Car #29	2000	TAURS	FORD	SG19829	4 DR COMPACT
118	Car #118	2017	PATRIOT	JEEP	SG65555	SUV
69	Pick-Up #69	2015	F250	FORD F250	SG34020	PICK-UP
25	Car #25	2018	TRANSIT CONNECT	FORD	SG38949	VAN
52	Van #52	2019	CARAVAN	DODGE	SG38628	VAN

PROVISION FOR ADDITIONAL VEHICLES

The University reserves the right to amend the above list by adding new vehicle additions to the fleet, or removing vehicles that are no longer in service

BILLING

Fleet Washing

(a) General Specifications

- i. Invoices are to be submitted monthly to Kent Daniel, Assistant Supervisor, Shuttle Services, 1 Normal Avenue, Montclair, New Jersey, 07043
- ii. Montclair State University is a tax exempt organization. A tax exempt certificate will be issued to the bidder awarded the contract.
- iii. Payment terms are net in thirty (30) days from receipt of invoice.
- iv. New Jersey State Colleges and Universities work on a fiscal system that starts July 01 and runs through June 30. All orders for the current fiscal year must be delivered, invoiced, and completed by June 30th. New purchase orders shall be issued starting July 1st.

TERMS OF SERVICE

- (a) The University reserves the right to make schedule adjustments throughout the service term and makes no guarantee as to the specific number of service requests that will be placed throughout the service term.
- (b) Contact MSU staff person for this contract is Kent Daniel, Montclair State University, CO Transportation Department, 1 Normal Avenue, Montclair, N.J. 07043. Phone (973) 655 - 3326 Fax: 973-655-4069. Email: danielk@mail.montclair.edu.

3.1 STATEMENT OF QUALIFICATIONS

Statements of Qualifications should be presented in the same order as listed below. Please restate the question as written and respond to each item completely and clearly. Attachments that amplify responses or provide relevant illustrations are welcome.

- Business – provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term
- Experiential – provide documentation demonstrating your experience handling matters that are identified in or similar to the scope of services in the RFP

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 QUESTION AND ANSWER PERIOD

Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax to the Procurement Services buyer identified in the cover sheet. Bidders are not to contact the University user department directly, in person, by telephone or by email, concerning this RFP. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage after the question due date (see Section 1.1 of this RFP for question due date)

4.2 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 bidders 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 bidder who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number.

4.3 CONTENTS OF BID PROPOSAL

Bidders are instructed to supply all documentation identified in Appendix 1, with their 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/or other applicable law.

A bidder may designate specific information in its bid proposal as confidential and proprietary if 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. Confidential and proprietary information shall be clearly and prominently identified in the bid proposal and in a cover letter. The University will disregard any attempt by a bidder either to designate its entire bid proposal as confidential, proprietary and/or subject to copyright protection.

By signing the RFP Signature Page, the bidder waives any claims of copyright protection set forth within its proposal and any third party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments.

The bidder is advised to thoroughly read and follow all instructions contained in this RFP.

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.

4.3.1 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.

4.3.2 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, 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.

4.3.3 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; and

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.

4.3.4 PRICING

The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #1). Failure to submit all information required will result in the bid proposal being considered non-responsive unless the University determines the information is not material and may be waived. Notwithstanding the Contract Effective Date on the RFP Signature Page, each bidder is required to hold its prices firm through issuance of the contract.

4.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the bid proposal title and number.

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 BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.

Note: Bidders using US 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.

4.5 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.

4.6 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.

4.7 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 Signature Page.

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.

4.8 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit One (1) full, complete and exact copies

of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.9 SUBMITTALS

N/A

4.9.1 SAMPLE TESTING

~~The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples 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, within working days following a request from the Procurement Services buyer, submit bid samples to Procurement Services. Bid samples will not be returned. 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.~~

4.9.2 BID SECURITY

Each bid proposal must be accompanied by a Bid Bond (See Appendix 1, Item 10), Certified or Cashier's Check made payable to the 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 Appendix 1, Item 11), 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 unrequited 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.

4.9.3 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.

5.0 PROPOSAL EVALUATION

5.1 EVALUATION CRITERIA

Proposals will be evaluated on Price and other factors in accordance with the [University's Procurement Policies](#). Additionally, 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:

- Price
- Experience of the bidder
- The bidder's past performance under similar contracts

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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. 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. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.

6.0 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.

6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT

A bidder 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 bidder'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

<https://www.montclair.edu/procurement/awarded-contracts/>

7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

7.1 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, Item 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 in the order of

the most recent issuance date, the RFP, the University's Standard Contract Terms and Conditions and the contractor's bid proposal.

7.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of One (1) year. The anticipated "Contract Effective Date" is provided on the Signature Page of this Request for Proposal. 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

**APPENDIX #1
REQUIRED SUPPORTING BID DOCUMENTS**

	Document Title	Applicable?
1	MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS	Yes
2	SOFTWARE AS A SERVICE TERMS AND CONDITIONS (PROVIDED AS ATTACHMENT)	No
3	MASTER LICENSE AGREEMENT (PROVIDED AS ATTACHMENT)	No
4	BUSINESS REGISTRATION CERTIFICATE	Yes
5	POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)	Yes
6	OWNERSHIP DISCLOSURE FORM	Yes
7	SOURCE DISCLOSURE CERTIFICATION	Yes
8	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	Yes
9	MACBRIDE PRINCIPLES FORM	Yes
10	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	Yes
11	CONFLICT OF INTEREST	Yes
12	NON-COLLUSION AFFIDAVIT	Yes
13	EXCESS LIABILITY INSURANCE (PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	Yes
14	BID BOND (PROVIDED AS ATTACHMENT)	No
15	AGREEMENT OF SURETY (PROVIDED AS ATTACHMENT)	Yes

Please go to the Procurement Services Form Webpage at <https://www.montclair.edu/procurement/forms/> should any of the above hyperlinks not work. If a form is unavailable on the webpage, contact the assigned procurement services buyer listed on the cover page for assistance.

NOTE: The documents listed above are required by State Law and University Policy. All documents listed as “Applicable” are required to be completed and included in bidder submissions in order to be considered responsive.

ATTACHMENT #1
PRICE SHEET(S)

Bidder Name: _____

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 3.0. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

ONSITE VEHICLE WASHING SERVICES TO BE PERFORMED AT MONTCLAIR STATE UNIVERSITY CAMPUS.

YEAR 1

Service Type	Service Details	Cost per Bus – 1 Wash	Cost per Car – 1 Wash
On Site:	Exterior Washing & Basic Interior Cleaning	\$	\$
Quantity:	_____	18 (buses)	3 (cars)
Total:	_____	Total:\$	Total:\$

YEAR 2

Service Type	Service Details	Cost per Bus – 1 Wash	Cost per Car – 1 Wash
On Site:	Exterior Washing & Basic Interior Cleaning	\$	\$
Quantity:	_____	18 (buses)	3 (cars)
Total:	_____	Total:\$	Total:\$

YEAR 3

Service Type	Service Details	Cost per Bus – 1 Wash	Cost per Car – 1 Wash
On Site:	Exterior Washing & Basic Interior Cleaning	\$	\$
Quantity:	_____	18 (buses)	3 (cars)
Total:	_____	Total:\$	Total:\$

Note: Vehicle counts and descriptions are approximate for the purposes of the solicitation only and could vary slightly. No minimum or maximum number of vehicles is implied or guaranteed.

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 _____

Signature

Date

Printed Name & Title

Phone Number