



## Request for Proposal # 1455

### For: Glass Replacement and Repair Services

Event	Date	Time
Request For Proposal	December 17, 2020	Noon
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	Not Applicable	N/A
Questions Due	January 11, 2020	Noon
Answers Posted (approximate date and time)	January 15, 2020	Noon
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	January 22, 2021	11:00AM

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

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

Telephone #: (973) 655-7468

Fax #: (973) 655-5468

E-mail: collinsch@mail.montclair.edu

Date: December 17, 2020

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1455	
FOR: Glass Replacement and Repair Services	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 EMAIL: collinsch@montclair.edu FAX#: (973) 655-5468	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>11:00AM</u> ON <u>January 22, 2021</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):  <div style="text-align: center;"> <b>OFFICE OF PROCUREMENT SERVICES</b>  <b>MONTCLAIR STATE UNIVERSITY</b>  <b>150 CLOVE RD, 3<sup>RD</sup> FLOOR</b>  <b>LITTLE FALLS, NJ 07424</b> </div>	
<b>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.</b>	
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.	
<del>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.</del>	
<del>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.</del>	
<b>TO BE COMPLETED BY BIDDER</b>	
BIDDER NAME: _____	
ADDRESS: _____	
BIDDER TEL#: _____	
EXT: _____	
BIDDER FAX#: _____	
BIDDER TEL#: _____	
EXT: _____	
BIDDER FAX#: _____	
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.	
<b>ORIGINAL SIGNATURE OF BIDDER</b>	<b>ORIGINAL SIGNATURE OF BIDDER</b>
<b>PRINT/TYPE NAME</b>	<b>PRINT/TYPE NAME</b>

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	December 17, 2020	Noon
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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 — NOT APPLICABLE TO THIS RFP~~

~~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](mailto: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 bids proposals from experienced and qualified individuals or firms to provide repairs and replacement of glass products, glazing, and installation for all of our campus buildings listed on the following link <https://www.montclair.edu/campus-map/>, locations may be added or deleted

at MSU's discretion. Service may include glass repairs and replacement for items such as, but not limited to: plate glass for residential applications, tabletop glass, passageway door glass, shower door glass, mirrors, window and door frames, glass supplies and materials.

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 University's 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, 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 NOT APPLICABLE TO THIS RFP~~**

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

It is the University's intent to obtain qualified and experienced contractors to provide glass and glazing maintenance, installation and repair services on as as-needed basis to meet a wide variety of needs on Campus.

#### **3.1 GENERAL**

**3.1.1.** Service to include glass repairs and replacement for items such as, but not limited to: plate glass for residential applications, tabletop glass, passageway door glass, shower door glass, mirrors, window and door frames, glass supplies and materials.

**3.1.2.** For any service, of any kind, the Contractors technician is required to sign in at the Office of Facilities Maintenance and Engineering Management desk located at **147 Clove Road, 2<sup>nd</sup> floor, Little Falls, NJ**. Once they have signed in they will be given a MSU parking permit for their vehicle(s) and a University Facilities employee will accompany the Contractor to the location where the glass repair or replacement is needed. Upon leaving the work site the Contractor will be required to sign out at the Office of Facilities Maintenance and Engineering Management desk.

**3.1.3.** The Contractor must respond to service calls within four (4) hours of a security related service call or when a severe condition exists. The response time for all other service calls shall be within twenty-four (24) hours of the call, seven (7) days a week. A field visit to determine measurements within twenty-four (24) hours is expected, excluding weekends. The Contractor shall not charge for field visits. The Office of Facilities Maintenance and Engineering Management shall be solely responsible for the definition of a security concern or a severe condition. The University expects to board up windows with in-house staff, and rarely depend on the contractor for this service. Also, samples of all glass must be submitted to the University for approval prior to installation and should be delivered in ten (10) days or less.

**3.1.4.** Montclair State University Regular business hours are (Monday – Friday 8:00am – 4:30pm) Overtime is defined as hours outside of the University's regular working hours.

**3.1.5.** The Contractor may be required to meet with the Office of Facilities Maintenance and Engineering prior to award of this contract or prior to the start of the contract. At this time the Contractor may be required to submit a plan of operation. The Contractor may also be required to meet periodically with the Office of Facilities Maintenance and Engineering Management to discuss all services.

**3.1.6.** The Contractor will be solely responsible for maintaining all permits, following all applicable regulations licenses or approvals required by any governmental agency, including but not limited to federal, state or local.



**3.1.7.** The contractor should use only skilled professionals having a minimum of three (3) years experience in maintaining and repairing various glass and glazing systems. The Contractor shall submit a list of employees that will be performing work for the services in this RFP, the list should include their employee(s) name and years of experience in the Glass Repair Industry.

**3.1.8. No Response:** If the awarded contractor is unable to or refuses to respond to a service request that is within the scope of this contract, the University reserves the right to contact and use another available contractor. Should the University incur an increase in charges, the University will deduct the differential cost from the next invoice of the awarded contractor.

**3.1.9. Legally Able to Work:** The Contractor shall, within 15 days of the beginning of the Contract, certify, in writing, that all employees working under this Contract are legally able to work in the United States. The certification shall include language that during the term of the contract the Contractor shall not employ any person legally unable to work in the United States. The obligation to determine eligibility shall rest with the Contractor, and the University shall have the right to request the production of relevant records (e.g. U.S. Citizenship and Immigration Service Form I-9, Employment Eligibility Verification Forms) for review.

**3.1.10. Background Checks:** Prior to commencing performance on this contract, the Contractor shall certify to the University that it has conducted a criminal records check in accordance with federal and state law of all of its employees that will be assigned to the campus. The Contractor shall keep criminal background check documentation on each assigned employee, and the University shall have the right to request production of such records for review. Should the Contractor hire and assign to the University an employee with a criminal record, it shall so certify with an explanation of why the particular individual's criminal conviction would pose no threat to the University. The University retains the right to review such statement and request that the individual not work at the University.

**3.1.11 Identification:** The Contractor's vehicles and personnel must be identifiable when on University property. The Contractor's employees shall be in uniform with visible company identification. All company vehicles must be clearly identified with company name and with any applicable state license numbers. Contractor's employees must present themselves with professionalism and be courteous at all times.

**3.1.12. ID's:** Each contractor employee must obtain an MSU Contractor ID card from the ID Card Office within two weeks of contract implementation. This MSU ID Card must be carried at all times when the employee is on campus.

**3.1.13.** Contractor must obey all parking rules and regulations while on campus. University property. Reference web link <http://www.montclair.edu/facilities/parking>.

**3.1.14. Certified Payroll Submittal:** A copy of certified payroll for the employees that performed work at the University must be submitted with each invoice. The certified payroll shall cover the previous pay period nearest the invoice or the actual invoice period. As per state law, failure to provide a certified payroll will cause Montclair State University to report this incident to the State of New Jersey, Division of Wage and Hour Compliance, Public Contract Section.

**3.1.15. Damages:** Any damage to the University or student property or expenses related to negligence caused by the Contractor will be immediately repaired, restored or remedied within 30 days of the incident at no cost to Montclair State University. MSU reserves the right to repair the damage or remedy the negligence and deduct the documented cost from the next invoice.

**3.1.16. Invoice Deadline and Discrepancies:** Invoices must be submitted and received before a maximum of thirty (30) days from the date of service to be considered for payment. If discrepancies arise, MSU will notify the contractor via email. If the requested modification(s) are not remedied within ten (10) business days from notification MSU will revise the invoice based upon available information and will consider the invoice a final revision for payment.

**3.1.17.** The contractor will not charge Montclair State University for shipping unless approved in advance.

**3.1.18.** No safety measures such as fire hydrants or emergency exits will be blocked, ignored or have the use of them impaired in any way, even temporarily.

**3.1.19.** Upon completion of work by the contractor, the area will be left in the same clean condition as originally found at the beginning of the work. Damages and lack of cleanup will be deducted from invoice(s).

**3.1.20. Work Orders:** Please note that in order for us to process invoices efficiently, the University requires that a Work Order be filled out completely and carefully and submitted with the invoice. A copy of the Work Order should be left with Facilities. The following information is required:

- a. Date of Order and Date Completed.
  - b. Name of the technician, written legibly.
  - c. Whether the work done was under contract or if it is an extra. If the work is categorized as an extra, it must receive written approval before beginning work, unless it's an emergency.
  - d. Quantity, Description, Price, Amount, Total Materials, and Labor Hours.
- Invoices submitted without this detail will be returned for correction.**

**3.1.21.** The description of the work must include specific location, as well as a detailed description of work performed.

**3.1.22.** The name of the person who ordered the work and their department name must be printed legibly in the “Work Ordered By” field.

**3.1.23.** Work must be approved/accepted by an authorized Montclair State University employee upon completion. That person’s name and title must be clearly written on the Work Order.

**3.1.24.** Failure to list the University Work Order Number on an invoice will result in the return and nonpayment of that invoice.

**3.1.25.** During the period of this contract, or any extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. The Contractor will be given seven (7) days’ notice, and an addendum will be issued documenting the modification.

## **3.2 CONTRACTOR’S RESPONSIBILITIES**

**3.2.1** While on MSU’s property employees shall be subject to control of the University but under no circumstances shall such personnel be deemed to be employees of the University. Neither the Contractor nor his employees shall represent themselves as employees of the University.

**3.2.2. Appropriate Communications:** When performing any work on our campus, the contractor must not volunteer any recommendations, opinions, feedback or other comments to anyone regarding their work. The purpose is to avoid anyone from providing information that is incorrect, is at an inappropriate time or conflicts with the University’s normal operating procedures.

**3.2.3.** All personnel shall be capable employees thoroughly trained and qualified for the work assigned to them.

**3.2.4.** The Contractor and/or the technicians are to wear identification all times, while on campus to performed assigned duties.

**3.2.5.** The University may require the contractor to transfer any employees who are found to be incompetent, prone to excessive tardiness, theft or who exhibit lewd or inappropriate behavior, or who, verbally, physically or sexually harass any member of Montclair State University’s community. Violation of this policy will be cause for immediate removal of this employee and possible legal repercussions.

**3.2.6.** The Contractor shall be responsible for insuring that all articles found by his employees in or near the premises are turned in at a designated place.

**3.2.7.** All personnel must be able to read, write, speak and understand English to sufficiently perform the duties of the position.

**3.2.8.** All personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

**3.2.9.** The Contractor's access to, or use of, University facilities is strictly limited to the listed locations and areas needed to perform maintenance or repairs only.

**3.2.10.** The contractor shall at all times during the progress of the work keep the premises and the job site free from accumulations of all refuse, rubbish, scrap materials and debris caused by his operations; to the end that at all times the premises and site shall present a safe, neat, orderly and workmanlike appearance. This is to be accomplished by the removal of such material, debris, etc. from the site and the University premises as frequently as is necessary. Loading, cartage, hauling and dumping will be at the contractor's expense. However, contractor may request permission from the Facilities Maintenance Office to use the University's containers in an emergency.

**3.2.11.** Extensive inventories of glass are required by Montclair State University due to the wide range and large volume of repairs, renovations, installation and maintenance work performed. The contractor shall stock and/or have available a large inventory and an adequate variety of materials for glass replacement and/or repairs, renovations and maintenance. Contractor will be expected to audit each building on the university campus to identify the different types of glass in use for purposes of inventory after contract award is made.

**3.2.12.** All materials supplied to Montclair State University under this agreement shall be institutional, industrial and/or commercial grade materials, whichever is better quality, in accordance with the standards of the industry for institutional and/or industrial construction and maintenance.

**3.2.13.** Contractor must have a minimum of two (2) trucks in their fleet, with commercial license plates and registration. No personal or private vehicles will be allowed to make deliveries or service calls.

**3.2.14.** The contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall be responsible for all behavior and activities of all its employees at all times during the performance of the work of this contract.

**3.2.15.** The contractor should be mindful of students in class and residents living in residential/apartment rooms, and the need to minimize noisy or otherwise disruptive activities during these times.

**3.2.16.** Work performed under this contract must comply with all applicable OSHA standards.

**3.2.17.** Any damage to University or student property or expenses related to negligence caused by the Contractor will be immediately repaired or restored and/or remedied at no cost to Montclair State University.

### **3.3 SERVICE REQUIREMENTS**

**3.3.1.** The contractor shall supply all labor, equipment, and materials required in removing damaged windows or mirrors and installation of replacement glazing. It is the sole responsibility of the Contractor to field measure all windows to insure proper replacement. The contractor will supply all labor, materials, parts and equipment necessary to accomplish the service contract specifications. Unless otherwise specified, Montclair State University will not provide any materials or equipment to the Contractor.

**3.3.2.** All glazing shall be clean after installation and free of streaks, dirt, smudges, etc.

**3.3.3.** The Contractor will remove and reinstall minor impediments and interferences necessary to accomplish their work specification.

**3.3.4.** Inspection and acceptance of all work shall be by an authorized designated representative of Montclair State University. Following any failed inspection, should corrective action be needed, it will be performed by the contractor within two (2) working days at no additional cost to the University.

**3.3.5.** All new or disturbed surfaces will be returned to the original configuration or coated to match surrounding area by the Contractor at no charge to the University.

**3.3.6.** The Contractor's access to, or use of, University facilities is strictly limited to the listed locations and areas needed to perform maintenance or repairs only.

**3.3.7.** The physical, verbal or sexual harassment of any University student, faculty, staff, client or visitor is strictly prohibited. Violation of this policy will be cause for immediate removal of this employee and possible legal repercussions.

**3.3.8.** Upon request the contractor shall provide the designated MSU Facility Official with a quarterly activity report in electronic format. This report shall include a description of the work completed including location, hours, materials and the total cost. Copies of these reports will be sent to the Director of Building Repairs, Montclair State University, One Normal Avenue, Montclair, NJ 07043.

### **3.4 EMERGENCY SERVICES**

**3.4.1** The contractor agrees to have a qualified glass installer report to MSU within one (1) hour of receipt of notification, unless such deadline is extended by the proper University facilities official. If a second emergency arises while the contractor is responding to the first emergency, the University shall notify the contractor on site to ascertain his/her evaluation for the repair of both emergencies in within a four (4) hour time period. If the awarded contractor is unable to or refuses to respond to a service request that is within the scope of this contract, the University reserves the right to contact and use another available contractor. Should the University incur an increase in charges, the University will deduct the differential cost from the next invoice of the awarded contractor.

**3.4.2** Service calls other than emergency calls will be completed on a scheduled basis as soon as possible, within 24 hours when deemed necessary by the University.

**3.4.3** When emergency service is requested, Montclair State University of New Jersey will pay for time of work required on campus of the terms of this agreement which must be documented by the Contractor for each billing submitted on same.

**3.4.4** When emergency service is requested for work under the terms of the contract and that works falls outside of normal business hours, Montclair State University is to be billed at an overtime rate as identified by the Contractor in the Price Sheet of this RFP.

### **3.5 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. Contractor should submit evidence of the following with their bid:

1. Bidder should provide a list of three current client references of similar project size and scope detailing name, address, telephone number, client contact name and number of years servicing each client.
2. The present name and address of contractor's supply warehouse. The Contractor's storefront should have a physical location in New Jersey. A site visit to this facility may be required prior to award of this RFP.
3. Bidder should specify the number of vehicles in the firm's fleet.
4. Bidder should provide a list of their employee(s) names and years of experience with the scope of services outlined in this 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 copy of the original on a Flash Drive. 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 – NOT APPLICABLE TO THIS RFP~~**

##### **~~4.9.1 SAMPLE TESTING – NOT APPLICABLE TO 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 pricing lines \_\_\_\_\_] 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 [Buyer to indicate number of days] 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 [for pricing lines \_\_\_\_\_]. The testing results of the University are final.~~

#### **~~4.9.2 BID SECURITY NOT APPLICABLE TO THIS RFP~~**

~~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**

The evaluation committee for this RFP include the following University Employees: A Procurement Specialist; the Supervisor of Building Repairs II; the Director of Building Repairs; and Associate Vice President for Facilities Maintenance. 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:

1. Price
2. The Bidder's documented experience in successfully completing contracts of a similar size and scope
3. Employee (s) years of experience

### **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 three (3) years. 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	<a href="#">MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</a>	Y/N
2	SOFTWARE AS A SERVICE TERMS AND CONDITIONS (PROVIDED AS ATTACHMENT)	Y/N
3	MASTER LICENSE AGREEMENT (PROVIDED AS ATTACHMENT)	Y/N
4	<a href="#">BUSINESS REGISTRATION CERTIFICATE</a>	Y/N
5	<a href="#">POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</a>	Y/N
6	<a href="#">OWNERSHIP DISCLOSURE FORM</a>	Y/N
7	<a href="#">SOURCE DISCLOSURE CERTIFICATION</a>	Y/N
8	<a href="#">MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</a>	Y/N
9	<a href="#">MACBRIDE PRINCIPLES FORM</a>	Y/N
10	<a href="#">DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</a>	Y/N
11	<a href="#">CONFLICT OF INTEREST</a>	Y/N
12	<a href="#">NON-COLLUSION AFFIDAVIT</a>	Y/N
13	<a href="#">AGREEMENT OF SURETY</a>	Y/N
14	EXCESS LIABILITY INSURANCE (PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	Y/N
15	BID BOND (PROVIDED AS ATTACHMENT)	Y/N

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.



### **PRODUCT USAGE**

For reference purposes only, below is the product usage Estimates from:

January 1, 2019 through December 31, 2019

<b>Description</b>	<b>Units</b>	<b>2019 Estimated Quantities</b>
1/4" Solar Grey Glass	per square foot	50
1" Solar Bronze Insulated Glass	per square foot	150
1/8" Clear Plate Glass	per square foot	200
1" Solar Grey Insulated Glass	per square foot	85
1" Clear Insulated Glass	per square foot	400
1/4" Solar Bronze Glass	per square foot	75
1/4" Bronze Tempered Glass	per square foot	200
1/4" Clear Tempered Glass	per square foot	700
Typical 4" Tube Aluminum Frame	per lineal foot	0

## 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.

### PRICING SHEET

Description	Units	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (optional)
1/4" Solar Grey Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1" Solar Bronze Insulated Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1/8" Clear Plate Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1" Solar Grey Insulated Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1" Clear Insulated Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1/4" Clear Plate Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1/4" Solar Bronze Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1/4" Bronze Tempered Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
1/4" Clear Tempered Glass	per square foot	\$_____	\$_____	\$_____	\$_____	\$_____
Typical 4" Tube Aluminum Frame	per lineal foot	\$_____	\$_____	\$_____	\$_____	\$_____
Other Materials - % of Mark Up	xxxxx	\$_____	\$_____	\$_____	\$_____	\$_____
Rate for Service Calls - Straight Time*	per hour	\$_____	\$_____	\$_____	\$_____	\$_____
Rate for Service Calls - Overtime**	per hour	\$_____	\$_____	\$_____	\$_____	\$_____

\*Straight time is defined as University Working Hours Monday through Friday 8:00am to 4:30pm.

\*\* Overtime is defined as other than University regular working hours.

**Notes:**

- All prices are all inclusive - no mileage reimbursement or minimum charges apply.
- Labor charges shall commence upon arrival at job-site and end upon departure from job site.
- Mark up shall be applied to Supplier's invoice amount to the Contractor, with all the manufacturer's discounts passed through to the University.

**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 University's 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 \_\_\_\_\_**

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Signature

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Date

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Printed Name & Title

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Phone Number