

Request for Proposal #1463

For: Installation and Laundry Equipment Services.

Event	Date	Time
Request For Proposal	2/22/2021	n/a
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	3/5/2021	10:00 am
Questions Due	3/9/2021	12:00 pm
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	3/22/2021	10:00 am

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

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

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

Assigned Procurement Services Buyer: <u>Kyle Carter</u> Telephone #: _973-655-6707_ Fax #: _(973) 655-5468_ E-mail: <u>_carterk@mail.montclair.edu</u>_

Date: 2/22/2021

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 14	63				
FOR: Installation and Laundry Equipment					
Services.	RETURN B	ID PROPOSAL TO:			
	OFF	ICE OF PROCUREMENT SERVICES			
	MO	NTCLAIR STATE UNIVERSITY			
	150	Clove Road, Third Floor			
	Little	e Falls, NJ 07424			
PROCUREMENT SERVICES BUYER: Kyle Carter, cart	-	ir.edu			
ADDITIONAL COPIES TO BE SENT TO: cpalma@mon	ntclair.edu				
FAX#: (973) 655-5468					
		UBLIC OPENING TIME OF <u>10:00 am</u> ON <u>3/22/21</u> AT			
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ACCEPTED):					
OFFICE O	F PROCURE	CMENT SERVICES			
		E UNIVERSITY			
	CLOVE RD,				
	FTLE FALLS				
		FP) SIGNATURE PAGE IN ADDITION TO THE ITEMS			
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WITHIN THE APPENDIX.					
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ISSUANCE OF CONTRACT.		117			
4. ALL PROPOSAL PRICES MUST BE TYPED OR WE					
5. THE BIDDER IS STRONGLY ENCOURAGED TO A Special appangements will be made for t		TTENDING. INFORMATION ON PRE-BID CONFERENCE(S)			
AND SITE VISIT(S) CAN BE FOUND IN THE SCHED					
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TO BE COMPLETED BY BIDDER					
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ADDRESS:					
ADDRESS.					
BIDDER TEL#:		FEDERAL TAX IDENTIFICATION			
EXT:		#			
BIDDER FAX#:		BIDDER E-MAIL:			
	BIDDER HA	S READ, UNDERSTANDS, AND AGREES TO ALL TERMS,			
CONDITIONS, AND SPECIFICATIONS SET FORTH I					
		T ADDENDA ISSUED, THE REQUEST FOR PROPOSAL,			
		PPENDIX 1) AND THE RESPONSIVE BID PROPOSAL			
		N 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 TH	E TIME PERIOD INDICATED IN THE REQUEST FOR			
PROPOSAL, OR FAILURE TO HOLD PRICES OR TO					
		G THE TERM OF THE CONTRACT SHALL CONSTITUTE A			
BREACH AND MAY RESULT IN DEFAULT BY THE	CONTRACT	OR AND/OR CONTRACT TERMINATION.			
ORIGINAL SIGNATURE OF BIDDER		DATE			
PRINT/TYPE NAME		TITLE			

10/1/20

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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	2/22/2021	n/a
		10:00 am
Site Visit/Pre-Bid Meeting	3/5/2021	(Bohn Hall Main
(Refer to RFP Section 1.0 for more information.)	5/ 5/ 2021	Lobby, MSU
		Campus)
Questions Due	3/9/2021	12:00 pm
Answers Posted (approximate date and time)	3/12/21	12:00 pm
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	3/22/21	10:00 am

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 <u>carterk@montclair.edu</u> 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 <u>Procurement Services</u> 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 be 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 for the installation and servicing of laundry equipment at the University.

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 doctorial, 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 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

N/A

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

Montclair State University is requesting proposals from firms to provide installation and operation of coinless laundry services to Montclair State University residence halls for a five (5) year period beginning July 1, 2021 through June 30, 2026. The firm must have a minimum of ten (10) years of experience in the business at a University of similar size and scope.

3.1 SCOPE OF WORK

- 1. Proposals should be prepared providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity. Omissions, inaccuracy or misstatement, will be considered cause for immediate rejection of proposal.
- 2. All salaries, overhead and benefit charges related to a successful contractor's employees are the responsibility of the contractor. These include, but are not limited to vacation, sick, maternity, or any other paid leave of absence; all medical, dental, pension, bonus, profit sharing, education or other benefit plans; and all withholding requirements including federal, state, or local taxes, social security or any other type of payroll based withholding.
- 3. The contractor shall be fully responsible for the total laundry services (except for the provision of space, utilities, and routine housekeeping) including service, repair/maintenance regardless of cause, parts, vandalism, clothing claims, and insurance.
- 4. The selected contractor shall provide and maintain machines such that continuous service is always available. Continuous service shall be defined as an adequate amount of fully operational machines on all floors of all residential facilities. Residents shall not be inconvenienced and made to travel to alternate floors of their buildings in order to wash their laundry. Machines must be those as specified in the equipment section of the RFP.
- 5. The University reserves the right to require additional machines be installed at existing or new locations as needed and conditions indicate. 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 in writing, to effect requested changes.
- 6. The selected contractor shall provide a minimum of one (1) educational program per semester of each academic year for the term of the contract, including any extensions of said contract. Educational programming should include information regarding proper techniques for cleaning of clothing as well as information regarding proper operation of laundry equipment. All programming shall be approved in advance by the Office of Residence Life and the Assistant Director of Residence Life Facilities no later than August of each year for the impending academic year. The Office of Residence Life shall also schedule all programming events.
- 7. All washers and dryers must come equipped with a monitoring system capability to remotely alert the user of the wash and dry status. This system should also have the capability to notify the contractor of a machine malfunction. The University will provide

wireless network connection for the equipment. The University is NOT currently operating a monitoring system.

- 8. The contractor shall provide prominent and professional signage in each laundry room containing concise instructions for use of machines and the procedure for malfunctioned machines. At the request of the Office of Residence Life, the contractor must be able to provide any signage in Braille to accommodate any visually impaired student.
- 9. The contractor shall assume complete responsibility for damages to the University's premises and property when installing/fixing any machine.
- 10. The contractor shall be responsible for obtaining, and keeping current, all permits, licenses, taxes and insurance on its machines and operations.
- 11. At the time of installation, repairs and whenever machines are replaced, the contractor shall at its sole expense remove all trash/waste.
- 12. Provide, install, operate, and maintain all equipment, machinery, tools, supplies, and other materials necessary in conducting the contractor's business on the University premises at the contractor's sole cost and expense. All vending and other equipment for operating and maintaining laundry vending machines remain the sole and exclusive property of the contractor.
- 13. Inspections will be made to machines for any visible damage, debris, stains, significant dents, scratches, writing or markings, residues or other blemishes, which would detract from the aesthetics of the space. Any machine that does not conform to the University's standards must be repaired or replaced in a timely manner.
- 14. Provide an overview and instructions for any 1-800 service number, website, and or mobile application to call for service that are in place for service calls that can be used by students as well as record keeping and monitoring procedures for maintenance requests.
- 15. The contractor will be responsible to maintain a very close working relationship with the Office of Residence Life's Assistant Director for Residence Life Facilities. An account representative must supervise all installations, monitor the ongoing services, and work cooperatively in the development and improving services by reporting all issues to insure the University's needs are met.
- 16. Provide an organizational chart indicating which individuals (and their positions) would have knowledge of the agreement with the University, the degree each person would be responsible for the University's account, and their decision making authority.
- 17. The contractor and its agents and employees shall have the right to use only those University facilities which are necessary to perform service under the contract, and shall have no right of access to any other University facility.

3.2 **RESPONSIBILITIES OF THE UNIVERSITY**

- 1. The University will provide and maintain all utility service, water (Hot/Cold), sewer waste lines, and electric to the best of its ability. Any alterations to the utilities supplies will be the responsibility of the University.
- 2. Appropriate connection to outlets, couplings, and hardware for utility use shall be provided by the University.
- 3. The University will provide wireless network connections and access to support the laundry monitoring system in each laundry room.
- 4. The University will not be responsible for losses caused by utility shortages, unforeseen circumstances, and/or natural disasters.
- 5. The University will provide regular housekeeping in the laundry room area, including the cleaning of walls, floors, windows, doors and other surfaces and the removal of trash from the laundry room areas.
- 6. The Office of Residence Life Assistant Director for Facilities Management shall review and approve in writing the equipment to be installed prior to installation. The University reserves the right to determine the number, general type, and quality of machines to be installed in each location.

3.3 RESIDENTIAL OCCUPANCY

- 1. The maximum residence hall capacity on campus is 5,121. Fifty eight (58) laundry rooms serve students. The laundry program must remain in the current locations, remain operational, without major disruption in service, and be fully functional by August 1, 2021. Equipment installation shall begin on July 1, 2021, and shall be completed no later than August 1, 2021.
- 2. The total occupancy figures for each residence hall are as follows:

Residence Hall	Occupancy
Blanton Hall	667
Bohn Hall	553
Dinallo Heights	974
Freeman Hall	242
Hawk Crossings	332
Machuga Heights	1004
Russ Hall	106
Sinatra Hall	272
Stone Hall	127
Village	844
Total	5121

3.4 EQUIPMENT/INSTALLATION

- 1. The contractor is required to provide all NEW washers and dryers necessary to meet the volume, and accessibility needs of the University. The equipment, preferably commercial Speed Queen Quantum (or equivalent) controlled washers and dryers, is required to be in accordance with the highest standards and commercial practices. All washers and dryers are to be coinless, front loading, high efficiency, and commercial quality/grade. Each residence hall laundry room should have at least one (1) ADA accessible front controlled and front loading washing machine installed.
- 2. All models are to be white.
- 3. All machines supplied pursuant to these specifications shall be installed and operational between July 1, 2021 through August 1, 2021, unless otherwise agreed upon by the Office of Residence Life's Assistant Director for Residence Life Facilities. An approximate total of 181 front loading washers, 74 front loading dryers and 68 (136 dryers in total) stacked/front loading dryers shall be installed in residence halls on campus. The current locations and numbers of washing and drying machines are shown in Attachment "B", attached hereto for informational purposes only.
- 4. All equipment shall include proper connection attachments (i.e., power supply cords, hoses, couplings, etc.) to make factory-approved installations to the University's provided utilities.
- 5. The contractor is responsible for having all dryers properly hooked up and connected to the existing room ventilation system. Rigid steel or aluminum flex coil venting must be used to accommodate all dryers. The contractor shall be responsible for proper cleaning of dryer vents, so as to prevent a fire hazard, twice per year once over the course of the designated University's Winter Break schedule between December January and once during the course of the summer months between June July. This shall include venting from the dryer to the point of termination. The four (4) vents on the roof of the residential buildings in the Village are to be cleaned quarterly.
- 6. The contractor's name shall appear on each machine.
- 7. The University will perform intervals inspections on all/various machines/equipment to make sure the contractor is providing the services required in this RFP. The required equipment shall be maintained throughout the life of the contract, free and clear of liens, mortgages and encumbrances unless otherwise agreed by the University.

3.5 SERVICE AND MAINTENANCE

- 1. All laundry equipment shall be repaired and maintained throughout the contract period in good working condition satisfactory to the University.
- 2. Any supplier submitting a proposal for the required equipment must be an authorized distributor, licensed by the manufacturer for sales and service of that brand of commercial washer and dryer in the State of New Jersey. This is to assure availability of parts, service, expertise, and recall notification of any equipment supplied.
- 3. All replacement equipment throughout the contract will be of equal service quality and capacity.
- 4. Each residence hall's laundry rooms shall be supplied with signage indicating a 1-800 service number, website, and or mobile application to call for service. Service resulting from calls will be responded to within 8 hours of receipt of call, excluding weekends and holidays.
- 5. The contractor shall guarantee all service and repairs will be performed by a factory authorized service technician. Repairs must be completed within 24 hours of request, with emergency service available on weekends and holidays. Emergencies shall include but not be limited to the following: more than 1 piece of equipment on a floor has failed for any reason (equipment malfunction has caused flooding and/or damage to university property).
- 6. All technicians/employees assigned to a job at the University must be properly uniformed with the firm's logo along with prominently displayed nametags and/or identification. A list of technicians/employees assigned to routinely perform service and repairs should be submitted to the Office of Residence Life's Assistant Director for Residence Life Facilities to be assigned residence hall access through an MSU issued ID card.
- 7. The contractor will at all reasonable hours (8:00 a.m. 5:00 p.m.) have the right to enter on the premises where the said equipment is located for the purpose of inspecting, maintaining, repairing or observing its use.
- 8. Service shall be provided by full-time employees of the contractor. All service and maintenance personnel must be employees of the contracting firm, based in the New York/New Jersey Metro area. Contractor shall provide a brief resume' of each service technician that is to service the MSU campus. This should include service qualifications and years in the industry.
- 9. The selected firm shall respond to emergency calls within eight (8) hours of notification.
- 10. All personnel of the selected firm shall observe all campus traffic and parking regulations.
- 11. No washing or drying machine shall remain inoperable, in part or entirely, after notification by the University to the contractor more than three (3) working days. Any washer or dryer machine not restored to full operation within three (3) working days shall

be replaced immediately by the contractor with fully functional equipment. Replacement machines shall be new or reconditioned machines no more than two (2) years old.

- 12. The contractor shall maintain a preventative maintenance program and regular replacement of worn, damaged, or malfunctioning equipment. Contractor shall completely clean the laundry machines at least one (1) time each month, including but not limited to vents, traps, louvers, tubs, etc. The contractor shall maintain a record of regular and emergency maintenance service calls and make it available to the University upon request.
- 13. The contractor shall sign in with the Office of Residence Life's Assistant Director for Residence Life Facilities each time they are on campus.
- 14. A contractor must provide a service/maintenance policy and procedures; along with a scheduling of general maintenance and repairs with the Office of Residence Life's Assistant Director for Residence Life Facilities.
- 15. The contractor shall immediately report to the Office of Residence Life's Assistant Director for Residence Life Facilities any laundry facility malfunction or misuse that interferes with the normal daily use of any laundry machine.
- 16. The selected contractor shall, at the University's request, replace any washer or dryer that has five or more malfunction calls within a thirty day period.
- 17. The selected contractor shall, at all times, maintain an adequate staff of operational personnel for a timely and competent maintenance of the equipment provided as well as administrative support and preventative maintenance.

3.6 MARKETING AND PROMOTIONS

1. Please provide a format(s) that you use(d) at other institutions introducing students to laundry services. Response should describe any special marketing promotions and how frequently they are provided to the students.

3.7 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. When responding, please restate the questions below and answer accordingly. Failure to respond in the manner requested will deem the proposal non-responsive.

- Provide a brief history of your company and how long you have been in business. In addition, provide your company's organizational structure.
- List all aspects of service that are important to a successful University operation maintenance process.

- Please provide your firm's vision for a successful laundry operation service for/at/on a major University.
- The contractor shall submit with their proposal an outline of how they will carry out the equipment installation between July 1, 2021 August 1, 2021. Specify the days, time frame, and manpower level by building.
- Provide a general schedule for maintenance and repairs.
- Provide detailed resumes and certifications of each technician who will be serving the Montclair State University account outlining their experience.
- Contractor is required to provide four (4) customer references that can attest to the type of work requested in this proposal. Please include a contact name, their phone number and email address of each reference submitted under this RFP.
- Describe the format you use(d) at other institutions introducing students to laundry services. Response shall describe any special marketing promotions, samples of marketing materials; describe your marketing plans, and how frequently they are provided to the students (i.e. free detergent, etc.).
- Experience of the contractor on contracts of similar scope and size to MSU. Please provide a list of 10.
- Please provide your instructional materials for laundry services and what it consists of.
- Please provide an overview and instructional materials for utilizing the laundry monitoring system

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.

4.3.4.1 Unit Pricing

The Bidder shall provide pricing for each machine at each location for each year of the five (5) year contract term. This Unit Pricing is to be entered into the list found in Attachment #1, with the pages printed out and included in the sealed bid submission.

4.3.4.2 Total Cost

The Bidder shall provide the total cost over five (5) years for all equipment, maintenance and service. This rate is to include the laundry monitoring system and corresponding equipment.

4.3.4.3 Deduct Alternate - Laundry Monitoring System

The Bidder shall provide a deduct alternate for the incremental reduction to the total cost of the contract to supply all equipment without the laundry monitoring system. For example, if the total cost over five (5) years for all equipment with the monitoring system is \$250,000, and the total cost over five (5) years for all machines without the monitoring system is \$200,000, then the deduct alternate is \$-50,000.

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 five (5) full, complete and exact copies of the original bid on USB thumb/flash drives. 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

Please see **Section 3.7** of RFP 1463 "Statement of Qualifications". These requirements shall also constitute as submittals for this bid

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 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

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 <u>the University's</u> <u>Procurement Policies</u>. 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:

- Experience of the bidder
- Price
- Contractor's company background, organizational chart, and number of years in business
- The contractor's past performance and accounts at institutions of similar size and scope
- Four (4) references of same size and scope
- Quality of staff and resumes of the team assigned to MSU along with all licenses and certifications
- Installation plans
- Contractor's maintenance schedule/plans
- Marketing materials and instructional plan for students

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 five (5) 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.

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

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

RFP #1463 Installation and Laundry Equipment Services

PRICE SHEET(S)

Year	#1	2021	-2011	Year # 2		2022-2023	
UNIT DESCRIPTION	QUANITY	MONTHLY UNIT COST	TOTAL MONTHLY COST	UNIT DESCRIPTION	QUANITY	MONTHLY UNIT COST	TOTAL MONTHLY COST
Stacking Dryers	68 stacks (136 dryers)			Stacking Dryers	68 stacks (136 dryers)		
Front Loading Washers	181			Front Loading Washers	181		
Front Loading Dryers	74			Front Loading Dryers	74		
TOTAL	391			TOTAL	391		
GRAND TOTAL				GRAND TOTAL			

Year	· # 3	2023	-2024	Year # 4	Year # 4 2024-202		-2025
UNIT DESCRIPTION	QUANITY	MONTHLY UNIT COST	TOTAL MONTHLY COST	UNIT DESCRIPTION	QUANITY	MONTHLY UNIT COST	TOTAL MONTHLY COST
Stacking Dryers	68 stacks (136 dryers)			Stacking Dryers	68 stacks (136 dryers)		
Front Loading Washers	181			Front Loading Washers	181		
Front Loading Dryers	74			Front Loading Dryers	74		
TOTAL	391			TOTAL	391		
GRAND TOTAL				GRAND TOTAL			

Year	# 5	2025	-2026			
UNIT DESCRIPTION	QUANITY	MONTHLY UNIT COST	TOTAL MONTHLY COST	5 YEAR TOTAL		
Stacking Dryers	68 stacks (136 dryers)					
Front Loading Washers	181			CUSTOMER NAME/SIGNAGTURE:		
Front Loading Dryers	74					
				DATE:		
TOTAL	391					
GRAND TOTAL						

(Attachment #1 continued)

Base Bid - Total Cost for Lease and Maintenance:

Total cost for all five (5) years for the entirety of the laundry machines on MSU campus. Please enter amount below

TOTAL ALL MACHINES YEARS 1 – 5 \$

Base Bid - Make and Model:

Washer:_____

Dryer:

Deduct Alternate – Eliminate the Laundry Monitoring System

Deduct Alternate - Laundry Monitoring System: The Bidder shall provide a deduct alternate for the incremental reduction to the total cost of the contract to supply all equipment without the laundry monitoring system. For example, if the total cost over five years for all equipment with the monitoring system is \$250,000, and the total cost over five years for all machines without the monitoring system is \$200,000, then the deduct alternate is \$-50,000.

Reduction in the Total Five (5) Year Lease and Maintenance Cost for all machines:

5-Year Total: Less \$	
Year 5: Less \$	
Year 4: Less \$	
Year 3: Less \$	
Year 2: Less \$	
Year 1: Less \$	

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.

Signature

Date

Printed Name & Title

Phone Number