



## Request for Proposal # 1461

# For: Pool Maintenance and Repair Services

Event	Date	Time
Request For Proposal	April 1, 2021	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	April 8, 2021	11:00AM
Questions Due	April 15, 2021	Noon
Answers Posted (approximate date and time)	April 22, 2021	Noon
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	April 28, 2021	10:00AM

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

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

RFP Issued By

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

Assigned Procurement Services Buyer: Chantelle Collins

Telephone #: (973) 655-7468

Fax #: (973) 655-5468

E-mail: collinsch@montclair.edu

Date: April 1, 2021

SIGNATURE PAGE: REQUEST FOR PROPOSAL # <b>1461</b>	
FOR: Pool Maintenance 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 Phone#: (973) 655-7468	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>10:00 AM ON April 28, 2021</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):	
<b>OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3<sup>RD</sup> FLOOR LITTLE FALLS, NJ 07424</b>	
2. THE BIDDER MUST SIGN THIS <b>REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE</b> IN ADDITION TO THE ITEMS LISTED AS “APPLICABLE” IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.	
3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.	
4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.	
5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST.	
6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.	
<b>TO BE COMPLETED BY BIDDER</b>	
BIDDER NAME:	
ADDRESS:	
BIDDER TEL#: _____	FEDERAL TAX IDENTIFICATION
EXT: _____	# _____
BIDDER FAX#: _____	BIDDER E-MAIL: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY’S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY’S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
<b>ORIGINAL SIGNATURE OF BIDDER</b>	<b>DATE</b>
<b>PRINT/TYPE NAME</b>	<b>TITLE</b>

## Table of Contents

<b>1.0</b>	<b>INFORMATION FOR BIDDERS .....</b>	<b>5</b>
1.1	SCHEDULE OF EVENTS .....	5
1.1.1	REQUEST FOR PROPOSAL .....	5
1.1.2	SITE VISIT / PRE-BID MEETINGS .....	5
1.1.3	QUESTIONS AND ANSWERS .....	5
1.1.4	QUOTES / PROPOSALS / BIDS DUE DATE .....	5
1.2	PURPOSE AND INTENT .....	5
1.3	BACKGROUND .....	6
1.4	JOINT VENTURE .....	6
<b>2.0</b>	<b>DEFINITIONS .....</b>	<b>7</b>
2.1	GENERAL DEFINITIONS .....	7
<del>2.2</del>	<del>CONTRACT SPECIFIC DEFINITIONS — NOT APPLICABLE TO THIS RFP .....</del>	<del>7</del>
<b>3.0</b>	<b>COMMODITY DESCRIPTION/SCOPE OF WORK .....</b>	<b>8</b>
3.10	STATEMENT OF QUALIFICATIONS .....	12
<b>4.0</b>	<b>BID PROPOSAL PREPARATION AND SUBMISSION .....</b>	<b>12</b>
4.1	QUESTION AND ANSWER PERIOD .....	12
4.2	ADDENDUM: REVISIONS TO THIS RFP .....	13
4.3	CONTENTS OF BID PROPOSAL .....	13
4.3.1	PRICE ALTERATION .....	14
4.3.2	BID ERRORS .....	14
4.3.3	BID DISCREPANCIES .....	14
4.3.4	PRICING .....	15
4.4	SUBMISSION OF BID PROPOSAL .....	15
4.5	BIDDER RESPONSIBILITY .....	15
4.6	COST LIABILITY .....	16
4.7	BID PROPOSAL DELIVERY AND IDENTIFICATION .....	16
4.8	NUMBER OF BID PROPOSAL COPIES .....	16
4.9	<del>SUBMITTALS — NOT APPLICABLE TO THIS RFP .....</del>	<del>16</del>
4.9.1	<del>SAMPLE TESTING — NOT APPLICABLE TO THIS RFP .....</del>	<del>16</del>
4.9.2	<del>BID SECURITY — NOT APPLICABLE TO THIS RFP .....</del>	<del>16</del>
4.9.3	FINANCIAL CAPABILITY OF THE BIDDER .....	17
<b>5.0</b>	<b>PROPOSAL EVALUATION .....</b>	<b>18</b>
5.1	EVALUATION CRITERIA .....	18
5.2	ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL .....	18
<b>6.0</b>	<b>CONTRACT AWARD .....</b>	<b>18</b>
6.1	BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT .....	19
<b>7.0</b>	<b>SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....</b>	<b>19</b>
7.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....	19
7.2	CONTRACT TERM AND EXTENSION OPTION .....	19
7.3	CONTRACT TRANSITION .....	19
7.4	CONTRACT AMENDMENT .....	20
7.5	CONTRACTOR’S WARRANTY .....	20

7.6 ITEMS ORDERED AND DELIVERED .....	20
7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	21
<b>APPENDIX #1 .....</b>	<b>22</b>
<b>REQUIRED SUPPORTING BID DOCUMENTS.....</b>	<b>22</b>
ATTACHMENT #1 .....	23

## 1.0 INFORMATION FOR BIDDERS

### 1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	April 1, 2021	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	April 8, 2021	11:00AM
Questions Due	April 15, 2021	Noon
Answers Posted (approximate date and time)	April 22, 2021	Noon
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	April 28, 2021	10:00AM

#### 1.1.1 REQUEST FOR PROPOSAL

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

#### 1.1.2 SITE VISIT / PRE-BID MEETINGS

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

#### 1.1.3 QUESTIONS AND ANSWERS

Questions and inquiries regarding bidding information should be sent to [collinsch@montclair.edu](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 seek proposals from qualified licensed pool professionals to provide weekly maintenance service, on-call repair service, and chemical supply for three (3) swimming pools on campus.

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

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

### **1.3 BACKGROUND**

Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 10 colleges and schools that serve approximately 21,000 undergraduate and graduate students with more than 300 doctoral, master's and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City, 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

Montclair State University is looking for Certified Pool & Spa Operator (CPO) professionals to provide weekly maintenance service, supply chemicals, and perform on-call repair services for one (1) outdoor and two (2) indoor swimming pools located on Montclair State University's campus. The awarded contractor shall provide all labor, materials, supervision, tools, transportation, chemicals, and equipment necessary to provide the services outlined in the Scope of Work. The University reserves the right to award this contract in part or in whole.

### 3.1 GENERAL INFORMATION:

#### **Village Outdoor Pool**

- 15' x 40' 20,000 gallons.
- Temperature maintained by natural sunlight.
- Requires 26 weeks of maintenance annually.
- Pool is open from 11am to 7pm during the summer, and from 12pm to 4pm in September.
- Usage is approximately 10 people per day during the summer (June through September 30<sup>th</sup>)

#### **Recreation Center Indoor Pool**

- 42' x 75' 125,000 gallons.
- 82-84 degrees.
- Requires 52 weeks of maintenance annually.
- Pool is open from 6am to 12am weekdays, and 8am to 11pm on weekends.
- Use is primarily by students, approximately 20 people a day during the week.
- Weekends are for programs, use is approximately 100 people per day during the semester.
- Summers have approximately 10 people per day during the week, 50 per day on the weekend.

#### **Panzer Gym Indoor Pool**

- 42' x 75' 135,000 gallons.
- 80-81 degrees.
- Requires 52 weeks of maintenance annually.
- Pool is open from 6am to 12am weekdays, and 8am to 11pm on weekends.
- Use is primarily by students, approximately 20 people a day during the week.
- Weekends are for programs, use is approximately 100 people per day during the semester.
- Summers have approximately 10 people per day during the week, 50 per day on the weekend.



### 3.2 WEEKLY MAINTENANCE SERVICES – ALL THREE (3) POOLS:

- Maintain pools to meet the New Jersey Department of Health Public Recreational bathing Regulations requirements for bacteriological and chemical testing for Public Pools in accordance with N.J.A.C. 8:26;  
<https://www.nj.gov/health/ceohs/documents/phss/recbathing.pdf>
- Testing of pool water for PH, Chlorine, Total Alkalinity, Calcium, bacteria, and hardness levels.
- Responsible for maintaining water quality, properly upholding chemical balances and supplying all necessary pool chemicals.
- Cleaning of chemical probes, pump strainer basket and control system.
- Backwashing of filters and calibration of equipment as needed.
- Test pool water and record results.
- Check and record flow rates, pressure differentials, temperatures. The contractor must ensure proper pool temperatures and cleanliness set by MSU facilities and Athletics Staff.
- Replace temperature probes when needed.
- Clean pools and skimmers of debris as needed.
- Clean hair strainers as needed.
- Vacuum pool.
- Check to make sure equipment is working properly.
- Maintain correct water level in pools.
- Perform fecal incident procedures when needed.
- Ensure the CO2 tanks are not running dry.
- Assist in the draining of pools when required.
- Inspect and report any required repairs discovered at time of inspection.
- Work shall be performed during normal business hours of 8:30am to 4:30pm Monday thru Friday.



Panzer Gym Pool



Panzer Gym Pool Control Room



Village Pool



Recreation Center Pool

### **3.3 POOL OPENING –VILLAGE OUTDOOR POOL:**

- Supply all chemicals and labor necessary to open the pool. The opening date will be determined by MSU.
- Check pool equipment.
- Check pool inventory.
- Place filtration and chlorination systems in working order.
- Start filtration system and clean cartridge filters as needed.
- Clean deck with air blower.
- Ensure pool is prepared for usage.

### **3.4 VILLAGE POOL CLOSING/WINTERIZING – VILLAGE OUTDOOR POOL:**

- Supply all chemicals and labor necessary to close the pool. The closing date will be determined by MSU.
- Backwash and drain filters
- Drain all pumps, hair / lint strainers that require draining.
- Open all valves to appropriate settings.
- Secure and store automatic chemical feeder.
- Drain and store hoses, rails and ladders.
- Store deck furniture within pool enclosure.
- Store chlorinators, chemical feeders, and flow meters on premises.
- Store pool maintenance, testing equipment and supplies on premises.
- Install winter algaecide and motor protectants.
- Cover skimmer lids with plastic, remove and store all other skimmer parts.
- Re-install pool covers.
- Submit to the designated University employee a detailed inspection report covering condition of pool facility and related equipment.
- 

### **3.5 REPORTING:**

- A report detailing inspection and/or emergency calls, any work performed during normal maintenance or site observations, activities and logging of chemicals, PH, water temperatures, alkalinity, chlorine readings, water make-up, outlet and inlet pressures, conditions of filters, backwash cycles, controls, cleaning and observation of system for leaks or potential problems with equipment operations must be submitted within twenty four hours (24) after completion of the work/testing via email to the designated MSU employee(s).

### 3.6 ON-CALL REPAIR SERVICES:

- Contractor shall perform any additional services requested by Montclair State University, outside of the services listed in sections 3.2 thru 3.4 of this RFP. Work must be billed at a prevailing wage hourly rate.

### 3.7 CHEMICAL SUPPLY:

Awarded contractor must supply all chemicals to maintain proper pool water balance. Adequate supply must be on hand so chemical requirements are always able to be fulfilled. Chemicals needed are as follows:

- Liquid Chlorine;
- Sodium bisulfate pH decrease
- Unless an emergency situation, avoid any additional chemicals such as Soda Ash and Sodium Bi-Carbonate.
- No use of Cyanuric acid is permitted (no exceptions)

The average chemical usage are as follows (Chlorine and Dilute muriatic acid are listed in U.S. gallons and the CO2 is listed in pounds)

<b>Chemical</b>	<b>Estimated Annual Usage</b>	<b>Unit of Measure</b>
Water softener	48,000	Pounds
Bulk liquid chlorine	1,500	Gallons
Sodium bisulfate pH decrease	500	Pounds

### 3.8 RESPONSE TIME:

- The contractor must be able to respond and provide an employee outside of normal business hours (Monday-Friday 8:30am – 4:30pm) in emergency conditions. The contractor must have provisions in place to respond to phone calls/requests 24/7/365. Voice Mail or electronic answering machine is not acceptable.
- The contractor must have adequate personnel and shall ensure and guarantee a response time of two (2) hours for accident or emergency and not more than 24 hours for routine call into service by the University Representative.

### **3.9 PERSONNEL:**

- Employees of contractors shall comply with MSU policies found via the following link <https://www.montclair.edu/policies/>
- Contractor personnel are to refrain from contact with Students, Staff. MSU reserves the right to request their removal from the project if MSU feels that personnel is placing the facility in harm or is detrimental to equipment or wellbeing of our facility.
- 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.
- All Service Technicians assigned to this contract must be CPO certificated.

### **3.10 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 shall have five (5) years of experience in maintenance of commercial size pools of a similar size to those at MSU. Experience must include, repairs of chemical controllers, replacing sand filters, and understanding of the chemistry levels for the safety of the users.
- Submit references three (3) detailing services provided where the requirements are similar in size and scope to those of the University.
- List the technicians who will be assigned to this contract, include proof of their CPO certification.
- Contractor must have a facility within a 25 mile radius from MSU campus, 1 Normal Ave, Montclair NJ 07043 to ensure a response time of two (2) hours for emergencies.

### **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 USB 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**

Proposals will be evaluated on Price and other factors in accordance with [the University's Procurement Policies](#). Additionally, the following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- Price
- References
- Number of years in business
- Ability to service the MSU account based on proximity to the campus
- Qualification & Licenses of personnel assigned to this facility

### **5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

The University may request the highest ranking bidder(s) be required to give an oral presentation to the University concerning its bid proposal. The University may also require the bidder to submit written responses to questions regarding its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University's discretion whether to require the highest ranking bidder(s) be required to give an oral presentation or require the highest ranking bidder(s) to submit written responses to questions regarding its bid proposal. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.

## **6.0 CONTRACT AWARD**

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

## **6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT**

A bidder who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within ten (10) business days following the bidder's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website

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

## **7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University's Standard Contract Terms and Conditions (Appendix 1, Item 1), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Vice President for Finance and Treasurer.

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

### **7.2 CONTRACT TERM AND EXTENSION OPTION**

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

### **7.3 CONTRACT TRANSITION**

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

#### **7.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University's Vice President for Finance and Treasurer.

#### **7.5 CONTRACTOR'S WARRANTY**

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

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

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

#### **7.6 ITEMS ORDERED AND DELIVERED**

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

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

## **7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the University's Vice President for Finance and Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.

**APPENDIX #1  
REQUIRED SUPPORTING BID DOCUMENTS**

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

## 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.

MAINTENANCE SERVICES	YEAR 1 COST	YEAR 2 COST (OPTIONAL)	YEAR 3 COST (OPTIONAL)
Village Pool	\$ _____	\$ _____	\$ _____
Panzer Center Pool	\$ _____	\$ _____	\$ _____
Recreation Gym Pool	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____

**3 YEAR TOTAL COST**      \$ \_\_\_\_\_

EMERGENCY REPAIR SERVICES	YEAR 1 COST	YEAR 2 COST (OPTIONAL)	YEAR 3 COST (OPTIONAL)
Hourly Rate	\$ _____	\$ _____	\$ _____
Overtime Rate	\$ _____	\$ _____	\$ _____
Holiday Rate	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____

**3 YEAR TOTAL COST**      \$ \_\_\_\_\_

CHEMICALS	UOM	ESTIMATED QUANTITY	YEAR 1 COST	YEAR 1 TOTAL	YEAR 2 COST (OPTIONAL)	YEAR 2 TOTAL (OPTIONAL)	YEAR 3 COST (OPTIONAL)	YEAR 3 TOTAL (OPTIONAL)
Water softener	Pounds	48000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bulk liquid chlorine	Gallons	1500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Sodium bisulfate pH decrease	Pounds	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**3 YEAR TOTAL COST**      \$ \_\_\_\_\_

**Price Extension**

**Will you extend contract prices to other State Colleges and Universities? Yes \_\_\_\_\_  
No \_\_\_\_\_**

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

**Will you extend pricing to members of NJHEPA: Yes \_\_\_\_\_ No \_\_\_\_\_**

---

Signature

Date

---

Printed Name & Title

Phone Number