



MONTCLAIR STATE UNIVERSITY

Request for Proposal # 1456

For: Generator Services

Event	Date	Time
Request For Proposal	July 13, 2021	12:00 PM
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	July 22, 2021	12:00 PM
Answers Posted (approximate date and time)	July 29, 2021	4:00 PM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	August 12, 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 RFP Section 4.4.2.2 for more information.)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

RFP Issued By

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

Assigned Procurement Services Buyer: Halyna Hotsko
 E-mail: hotskoh@montclair.edu

Date: July 13, 2021

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1456	
FOR: Generator Services	RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Halyna Hotsko EMAIL: hotskoh@montclair.edu	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>10:00 AM</u> ON <u>August 12, 2021</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): <div style="text-align: center;"> OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3RD FLOOR LITTLE FALLS, NJ 07424 </div>	
2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS "APPLICABLE" IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX. 3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT. 4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK. 5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST. 6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.	
TO BE COMPLETED BY BIDDER	
BIDDER NAME:	
ADDRESS:	
BIDDER TEL#: _____	FEDERAL TAX IDENTIFICATION
EXT: _____	# _____
BIDDER FAX#: _____	BIDDER E-MAIL: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

Table of Contents

1.0	INFORMATION FOR BIDDERS	5
1.1	SCHEDULE OF EVENTS.....	5
1.1.1	REQUEST FOR PROPOSAL.....	5
1.1.2	SITE VISIT / PRE-BID MEETINGS	5
1.1.3	QUESTIONS AND ANSWERS.....	5
1.1.4	QUOTES / PROPOSALS / BIDS DUE DATE.....	5
1.2	PURPOSE AND INTENT	5
1.3	BACKGROUND.....	6
1.4	JOINT VENTURE	6
2.0	DEFINITIONS	7
2.1	GENERAL DEFINITIONS	7
2.2	CONTRACT SPECIFIC DEFINITIONS.....	7
3.0	COMMODITY DESCRIPTION/SCOPE OF WORK.....	8
3.1	OFF SITE GENERATOR MONITORING AND MONTHLY STARTS/STOPS CONTROLS INSTALLED	8
3.2	SITE GENERATOR EMERGENCY REPAIRS AND CALLS, SCHEDULED REPAIRS AND PREVENTATIVE MAINTENANCE	8
3.3	STATEMENT OF QUALIFICATIONS	12
4.0	BID PROPOSAL PREPARATION AND SUBMISSION	12
4.1	QUESTION AND ANSWER PERIOD	12
4.2	ADDENDUM: REVISIONS TO THIS RFP.....	12
4.3	CONTENTS OF BID PROPOSAL.....	13
4.3.1	PRICE ALTERATION	13
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	15
4.7	BID PROPOSAL DELIVERY AND IDENTIFICATION	15
4.8	NUMBER OF BID PROPOSAL COPIES.....	16
4.9	SUBMITTALS.....	16
4.9.1	SAMPLE TESTING	16
4.9.2	BID SECURITY.....	16
4.9.3	FINANCIAL CAPABILITY OF THE BIDDER	16
5.0	PROPOSAL EVALUATION	17
5.1	EVALUATION CRITERIA.....	17
5.2	ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	17
6.0	CONTRACT AWARD.....	17
6.1	BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT.....	18
7.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	18

7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	18
7.2 CONTRACT TERM AND EXTENSION OPTION.....	18
7.3 CONTRACT TRANSITION	18
7.4 CONTRACT AMENDMENT	19
7.5 CONTRACTOR’S WARRANTY	19
7.6 ITEMS ORDERED AND DELIVERED	19
7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	20
APPENDIX #1	21
REQUIRED SUPPORTING BID DOCUMENTS.....	21
ATTACHMENT #1 PRICE SHEET(S).....	22
ATTACHMENT #2 SAFETY PROGRAM	23

1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	July 13, 2021	12:00 PM
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	July 22, 2021	12:00 PM
Answers Posted (approximate date and time)	July 29, 2021	4:00 PM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	August 12, 2021	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 hotskoh@montclair.edu or faxed to the number provided in the RFP Signature page. All questions submitted by the above due date and time will be answered on the [Procurement Services](#) website. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage on or around the date provided in section 1.1. Additional instructions for question submittal must be in accordance with Section 4 of this solicitation.

1.1.4 QUOTES / PROPOSALS / BIDS DUE DATE

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

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

1.2 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to solicit bids proposals from experienced and qualified firms to provide generator services which include off site generator monitoring services and on site generator preventative maintenance and repair services.

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

NFPA – National Fire Protection Association

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

It is the University's intent to obtain qualified, experienced contractors with a minimum of 5 years of generator repair & maintenance experience to provide off site generator monitoring services and on-site generator maintenance and repair services. Services required under this contract shall meet or exceed all requirements herein. The Contractor office and shop must be located within 50 miles radius of the Montclair State University, 1 Normal Ave, Montclair, NJ 07043.

The successful bidder will provide all labor, materials, miscellaneous parts, equipment, tools, transportation and methods of communication to meet requirements of the specified services throughout the term of the contract.

Contractor may bid on offsite generator Monitoring System (Attachment 1, pricing sheet 1) or Preventative Maintenance and Repair (Attachment 1, pricing sheet 2) separately or both. The University reserves the right to award in whole or in part as stated in Section 1.2, Purpose and Intent.

3.1 OFF SITE GENERATOR MONITORING AND MONTHLY STARTS/STOPS CONTROLS INSTALLED

- 1- The Contractor shall install a system (inclusive of software and hardware) that monitors from offsite all critical aspects of each generator in the generators list, permitting systems to be monitored and remotely started for monthly runs.
- 2- The Contractor shall install all sensors and communication equipment to be self-sustaining, no MSU supplied power or internet access required.
- 3- The Contractor shall install a system that will monitor, at a minimum, battery voltage, current drop at crank, engine temperature, and AC input and output. Actual point status and control specific to system abilities.
- 4- The Contractor shall maintain a history and generate reports of, at a minimum, start/stop times, temps, faults, battery voltage and errors. The Contractor shall generate reports as needed by MSU and by local 2020 NEC-NFPA 70.
- 5- When a generator is taken out of service by the Contractor, the contractor shall immediately, without delay, notify the Electrical Supervisor or the Director of Electrical Services by cell numbers supplied to the contractor. The Contractor shall first call and talk to the Electrical Supervisor or the Director of Electrical Services, else leave a voice mail and send a text with the generator name and failure issue.

3.2 SITE GENERATOR EMERGENCY REPAIRS AND CALLS, SCHEDULED REPAIRS AND PREVENTATIVE MAINTENANCE

The Contractor shall provide preventative maintenance inspections on emergency generator systems listed below. Provide on-call 24hours/7days emergency service/repairs. An onsite emergency service request must be responded to within a 4 hour time period.

A designated representative from the University Facilities Department will inspect and sign-off for all work prior to any invoices being submitted.

The Contractor shall provide technicians with a minimum 8 years of experience that are able to perform troubleshooting on commercial power supply side, transfer switches, control software, related control hardware and all motors and generators as listed below.

The following preventative maintenance services will be performed every six (6) months on the emergency generator systems and accessories.

1. Preventative Maintenance

A. Electrical system - AC & DC

The Contractor shall clean and service batteries, battery cable terminal and holders. All power and control cables shall be inspected. AC & DC terminations shall be checked and tightened as necessary. Batteries shall be checked for correct specific gravity and distilled water added when needed. External battery charger and or battery charging alternator shall be checked and tested for proper operation. Control panel and components, pre-alarm warning and shutdown systems shall be checked and tested for proper operation.

The Contractor shall replace batteries per NFPA 110, 2019 (every 3 years).

B. Fuel system

The Contractor shall visually inspect all accessible fuel system components to the nearest fuel storage tank.

Fuel lines which are located outside of the genset enclosure, underground, within walls, concrete, conduits or otherwise inaccessible and cannot be inspected, are excluded. All fuel filters shall be replaced with manufactures recommendation as required or at least once a year. The contractor shall perform Fuel Analysis Annually and Quality testing per NFPA.

C. Lube oil system

The Contractor shall check crankcase oil level, governor reservoir level; inspect system for leaks and record engine oil pressure. Change lube oil and filters per manufacturer's recommendations or least annually. Check oil system heater for proper operation, an oil sample analysis will be taken by the contractor on an annual basis for each generator. Oil change annually per NFPA. Stand-alone oil Analysis annually.

D. Cooling system

Radiator cooled systems shall be inspected for leaks and proper level. Antifreeze mixture shall be checked, tested, and adjusted to proper specification, and record on inspection sheet. Check all hoses, clamps, and drive belts for deterioration. Adjust and replace if necessary. Jacket water heater terminations and operation shall be checked. Air cooled systems shall be inspected for clean cooling fins, shrouds, fans and proper operation. Clean loose trash and obstructions from cooling system areas. Coolant Analysis annually Drain and fill cooling system, with new coolant Replacing coolant system hose every 3 years.

E. Air intake/discharge system

The Contractor shall inspect complete air intake and discharge system including louvers and or shutters for correct operation. Clean any obstructions from area.

F. Exhaust system

The Contractor shall open and drain condensation traps. Check for any exhaust restrictions and inspect for leaks. Check all mounting hardware and tighten as required. Check rain cap for proper operation when engine is running and stopped.

G. Generator set

The Contractor shall manually operate gen-set at no load to verify generator is producing the system rated AC voltage and frequency. Check all control panel instruments and gauges for proper operation. Check for any unusual noise, vibration and water, oil or exhaust leaks. Check system operation under building load, when possible, for 30 minutes to verify proper voltage, frequency and general operation.

H. Switchgear

The Contractor shall inspect and test transfer switch and or paralleling gear to determine automatic start and transfer of load. Check and verify proper operation of all time delays, transfers, exercisers and other accessories are in accordance with customer requirements.

I. General

The Contractor shall grease all necessary fittings and bearings. Visually inspect vibration isolators, duct work, weatherproof enclosure, worn and or rubbing parts and components.

J. Clean-up

The Contractor is to ensure proper disposal of all liquids-i.e. oils, gas, diesel, and filters. Along these lines, contractor should also adhere to MSU's spill prevention and control plans and note any spill containment and cleanups that occur in the furnish reports.

K. Reports

After each Inspection MSU shall be furnished with a detailed written report to be given to the Electrical Supervisor. This report shall describe in detail the work performed and recommendations for corrective maintenance not covered by the preventative maintenance service. MSU will review reports and approve any corrective maintenance or repairs that may be required or suggested. Additional work not covered by this Contract will not be performed until expressly authorized by the owner and a MSU PO number has been generated.

2. Emergency Service/Repairs

Response Time. Contractor shall be required to furnish a four (4) hour, on site response time twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide a telephone number that is manned during this period. Emergency service/repairs work will be paid under a separate MSU PO# to differentiate this work from preventative maintenance or scheduled repairs. All standard stock parts for generators (such as spark plugs, mufflers, filters, alternators, batteries, etc.) must be available from contractors stock or its suppliers for same day or overnight delivery. All non-stock generator items that have to be manufactured to be delivered ASAP. The contractor agrees to correct, by repair or replacement at no additional cost, any defects in material or workmanship installed under this contract which may develop under normal use within 90 days from installation.

3. Corrective Maintenance and Scheduled Repairs

Contractor shall be requested to furnish a written quotation, emailed to the MSU electrical supervisor prior to the commencement of the work, unless declared emergency work by Electrical Supervisor or the Director of Electrical Services, then a verbal permission to start repairs may be given. Quotes and invoices shall separate labor and materials charges. Work will be paid under a separate MSU Purchase Order to differentiate this work from preventive maintenance.

4. Addition/Subtraction of Generators

MSU reserves the right to add, delete or replace a generator listed below if the need arises. MSU will advise the contractor of the addition or subtraction of generators at any location, any new or old generator, and when service shall begin if the generator or location is new.

Generator List

RES Life

ITEM	BUILDING	LOCATION	FUEL TYPE	UNIT	SIZE-KW	SERIAL #	MODEL #
1	WILLIAMS HALL (VILLAGE)	OUTDOOR	DIESEL	KOHLER	265	0748004	250REOZD
2	COUNT BASIE (VILLAGE)	OUTDOOR	DIESEL	KOHLER	265	0748005	250REOZD
3	LIFT STATION, THE HEIGHTS	OUTDOOR	DIESEL	OLYMPIAN	150	NAT01856	D150P1
4	CARPARC DIEM	OUTDOOR	DIESEL	MTU	150	319451-1-1-0310	150RJS6DT3
5	RED HAWK DECK, KASSER	OUTDOOR	DIESEL	CATERPILLAR	400	7WG00330	3456
6	HAWKS CROSSING	OUTDOOR	DIESEL	GENERAC	50	2114534	14001710100
7	BLANTON HALL	BASEMENT MECH. ROOM	DIESEL	BALDOR	155	P0607170001	10.75250-G39
8	SINATRA HALL	OUTDOOR	DIESEL	GENERAC	80	2101601	10766650200
9	STUDENT CENTER ANNEX	OUTDOOR	NATURAL GAS	ONAN	42	F040657145	GGFE-5674454
10	STUDENT CENTER	INDOOR STORAGE ROOM	NATURAL GAS	ONAN	45	L020444208	GGFE-5586651
11	BOHN HALL	BASEMENT MECH. ROOM	NATURAL GAS	MTU	45	352745-1-1-1112	50PGC6NLT1

Academic

ITEM	BUILDING	LOCATION	FUEL TYPE	UNIT	SIZE-KW	SERIAL #	MODEL #
12	UNIVERSITY POLICE	OUTDOOR	DIESEL	KOHLER	30	291661	30RZ282
13	SCHMITT HALL	OUTDOOR	NATURAL GAS	ONAN	40	B110191731	GGHE-6639618
14	RICHARDSON HALL	BASEMENT MECH. ROOM	NATURAL GAS	ONAN	15	1171332825	15.0 RJC-4XR/1699S
15	FM&E PORTABLE	OUTDOOR	DIESEL	GENERAC	130	2047382	99A02112-3
16	UFAC	OUTDOOR	NATURAL GAS	CUMMINS	250	11840778	GTA855B
17	UNIVERSITY HALL	OUTDOOR	DIESEL	ONAN	150	B050745845	1500DFLE-4813
18	COLLEGE HALL	OUTDOOR	DIESEL	CUMMINS	500	A180307671	DFEK-1742635
19	CELS, SCIENCE AND RICHARDSON	OUTDOOR	DIESEL	CATERPILLAR	400	4ZR07008	3406
20	SBUS	OUTDOOR	DIESEL	CUMMINS	450	M14E209655	450GFGA

Others							
21	PRESIDENT'S HOUSE	OUTDOOR	NATURAL GAS	GENERAC	20	7403468	0058871
22	YOGI BASEBALL	OUTDOOR	DIESEL	ONAN	35	C980715396	35DG8B

3.3 STATEMENT OF QUALIFICATIONS

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

- Business – Briefly introduce your firm including the number of years in business. In addition, provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term.
- Identify the project manager and each individual who will work as part of this engagement and verify that their experience is a minimum of 8 years. Include any professional designations and affiliations, certifications and licenses, etc.
- Experiential – Bidder shall provide at a minimum 3 projects of a similar size and scope to the scope of services. Provide a reference for each project identified. Included the contact names, phone numbers and email.
- Describe the experience of the Contractor in the last thirty-six (36) months in performing services of similar scope and size.
- Location – provide your location and distance to verify The Contractor office and shop location within 50 miles radius of the Montclair State University.
- Confirm that all manufactures listed above can be serviced by your company and that the firm maintains sufficient inventory.

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 digital copy (on the thumb drive)-full, complete and exact copy of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.9 SUBMITTALS

N/A

4.9.1 SAMPLE TESTING

N/A

4.9.2 BID SECURITY

N/A

4.9.3 FINANCIAL CAPABILITY OF THE BIDDER

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

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

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with its bid proposal.

The University reserves the right to make the determination whether to accept the bidder’s assertion of confidentiality and will advise the bidder accordingly.

5.0 PROPOSAL EVALUATION

5.1 EVALUATION CRITERIA

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

- Price
- Experience and qualifications of the bidder in projects of a similar size and scope
- Experience and qualifications of the proposed site repair and PM staff.
- Background and references
- Location of shop/office must be within 50 miles radius of the Montclair State University, 1 Normal Ave, Montclair, NJ 07043.
- Adequate inventory of parts for MSU generators to be repaired.

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

6.0 CONTRACT AWARD

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

6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT

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

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

7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

7.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the Signature Page of this Request for Proposal. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the University's Vice President of Finance and Treasurer.

7.3 CONTRACT TRANSITION

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

7.4 CONTRACT AMENDMENT

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

7.5 CONTRACTOR'S WARRANTY

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

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

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

7.6 ITEMS ORDERED AND DELIVERED

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

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and

would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

APPENDIX #1
REQUIRED SUPPORTING BID DOCUMENTS

	Document Title	Applicable?
1	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	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)

PRICE SHEET(S) - See attached Excel Price Sheet 1 and 2

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

ATTACHMENT #2 SAFETY PROGRAM

MONTCLAIR STATE UNIVERSITY

One of Owner's primary responsibilities is to provide oversight for a comprehensive Safety Program for this Project.

This Safety Program is to embody the prevention of accidental injury, occupational illness and property damage. Owner shall endeavor to provide and maintain a safe, hazard free workplace for its employees, for fellow workers and the general public. At a minimum, the Contractor's Safety Program shall incorporate all of the principles of Owner's Project Safety Program.

This Safety Program shall ensure the involvement and active participation of all Project employees by requiring safety training, which will promote recognition of unsafe acts, potential and actual hazards and the immediate corrective action to be taken. All employees shall be constantly aware of their responsibility to work in a safe manner.

The Contractor and all subcontractors have a contractual obligation to perform their work using safe methods and to comply with this Project's Safety Program, the Occupational Safety and Health Administration Standards, and all other Federal, State and Local Codes and Regulations.

A. Purpose

1. Prevent jobsite accidents by pre-planning work activities with emphasis on safety.
2. Outline the safety duties and responsibilities of all parties on this Project.
3. Establish and implement a plan for safety education, training and monitoring to promote identification and elimination of hazards and unsafe acts.

B. Organization

1. Contractor's Safety Officer- Each Contractor shall appoint one responsible and competent person for overall project safety responsibility.
2. Project Safety Coordinators- Owners Project Representative and Safety Committee.
3. Safety Representatives- Each Subcontractor shall appoint a responsible management employee as Project Safety Representative.

4. All Project Employees- Conduct their assignments in a safe manner.

C. Responsibility

1. Contractor's Project Safety Officer

- a. Shall enforce compliance with Owner's Safety Program, POSHA, OSHA Standards and all other Federal, State and Local Safety Codes and Regulations.
- b. Shall assist all subcontractors in planning their operations to prevent personal injury and property damage.
- c. Shall schedule, chair, and distribute notification and minutes of weekly Safety Meetings.
- d. Shall issue Safety Bulletins pertinent to the Project on a monthly basis, and as deemed necessary.
- e. Shall receive all safety related correspondence and copies of all accident reports, not later than 24 hours after the accident, which shall be forwarded to Owner.
- f. Shall inspect the project for safety compliance on a daily basis. From these inspections, reports will be issued outlining any correctional work that is required.
- g. If deemed necessary, notify the subcontractor of a safety noncompliance in writing. This written notification will state the allowance time limit for compliance or that correction shall be made by Owner and back charged to the Contractor.
- h. Shall appoint the Project Safety Labor Committee who shall assist with the implementation of this Safety Program

2. Owner's Project Safety Coordinator

- a. Shall make regular Project Safety Inspections and distribute a written report.
- b. Shall implement immediate corrective action regarding noncompliance with the Safety Program and/or Federal, State and Local Codes and Regulations.
- c. Shall check with Shop Stewards and other Safety Representatives on disposition of safety related matters.
- d. Shall render assistance at Contractor's Tool Box Talks if requested.
- e. Shall be notified immediately of any accidents.
- f. Shall comply with the Project Safety Program and all Federal, State and Local Codes and Regulations.

D. Safety Meetings

1. Weekly Project Safety Meeting

- a. The Contractor's Project Safety Officer shall schedule, distribute notification of and chair the Weekly Safety Meetings.
- b. The following persons are required to attend: Subcontractor's Safety Representatives Appropriate labor supervisory personnel
- c. Project Safety Meeting Minutes will be distributed to all attendees and other persons as deemed necessary.

2. Weekly Tool Box Talks

- a. Each subcontractor shall hold weekly Tool Box Talks.
- b. Shall be chaired by the subcontractor Safety Representative.
- c. The weekly Tool Box Talk Minutes shall be copied to the Contractor's Project Safety Officer each Friday by 3:30p.m.
- d. The Weekly Minutes shall contain the following:
 - 1. Name of subcontractor and date.
 - 2. Name of Safety Representatives.
 - 3. Name all employees attending and first aid person.
 - 4. Number of all employees on their payroll that day.
 - 5. Subjects discussed.
 - 6. Safety observations and comments from employees
- e. The agenda for these Weekly Tool Box Talks shall be the following:
 - 1. Review minutes of Contractor's Weekly Safety Meeting as they affect their work.
 - 2. Instruct their employees in the safe and efficient planning of their work.
 - 3. Review the safety subject assigned at the Project Safety Meeting or other subject as deemed necessary.
 - 4. Review injuries that have occurred on the Project.
 - 5. Solicit comments and suggestions relating to safety.

E. Owner Accident Reporting Requirements

1. At the project's inception

- a. A Medical Emergency Procedure shall be written and distributed by Owner to all Project employees via the Contractor.
- b. Contractor shall make provisions for and prepare for the immediate and proper first aid and/or medical/hospital treatment in case of an injury.

2. In case of an injury

- a. Seek immediate medical attention for the injured, implement the Medical Emergency Procedure.
- b. Owner shall be notified immediately.
- c. One copy of all Workers' Compensation Accident Reports from this Project shall be forwarded within 8 hours to Owner's Project Superintendent.
- d. Owner and Contractor shall be individually responsible for notifying OSHA within 8 hours in the event fatality and/or a single accident in which three or more employees are hospitalized.
- e. Send the Public Liability Report to your Insurance Carrier and forward within 48 hours one copy of this report to the Owner.

F. Visitors

Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to the Project Office, obtaining permission from the Contractor to enter, signing a Visitor's Release and obtaining a hard hat and safety glasses which is to be returned.

G. Basic Principals of the Project Safety Program

1. All project employees shall comply with all Owner's, Federal, State and Local Codes and Regulations.
2. All Contractors, shall submit their Company's Project Safety Program in writing to the Project Safety Representative prior to the start of their work. This Program shall list the positive steps the Contractor intends to utilize for the prevention of accidents to their employees, fellow workers, the general public and property of all concerned. As a minimum, the Contractor's Safety Program shall incorporate all of the principles of Owner's Project Safety Program.
3. All Contractors shall provide their employees with all safety and personal protective equipment and weather protective gear required for the performance of their work and enforce the use of same.
4. Each Contractor shall enforce the wearing of hard hats and safety glasses during the complete construction of this Project as a condition of employment.
5. All Project employees shall wear attire suitable for construction work. They shall wear shirts, long trousers and proper shoes at all times. No shorts or tennis shoes shall be permitted.
6. Each Contractor is responsible for all his Contractors' and Suppliers' safety compliance, regardless of tier, with their Company's Project Safety Program, and all Federal, State and Local Codes and Regulations.
7. Each Contractor shall have a scheduled Inspection and Maintenance Program for all tools and equipment.
8. Each Contractor shall have at least one qualified first aid person on the project at all times. The name of this person and date of certification shall be submitted to the Project Safety Representative at the start of their work and any change shall be noted on the Weekly Tool Box Talk Minutes.

9. Each Project office and shanty shall be equipped with an OSHA approved First Aid Kit and a copy of the OSHA Construction Standards. If gang boxes are used in lieu of the shanty, the gang box shall contain the First Aid Kit and OSHA Standards. Fire Extinguishers are required in all shanties and gang boxes.
10. Metal ladders of any type and painted wooden ladders shall not be permitted on this project.
11. High Velocity Powder Actuated Tools shall not be permitted on this project.
12. Smoking, alcoholic beverages, or illegal drugs shall not be permitted on this project.
13. Radios shall not be permitted on this project.
14. Each Contractor shall supply cool drinking water for their employees, per OSHA Regulation 1926.51(a).
15. Salt tablets are no longer recommended for replacement of salt lost during hot weather or strenuous activity. Employers shall instruct their employees to replace salt lost by drinking adequate amounts of water each day and by eating balanced meals.
16. No Contractor shall permit their employees to use another Contractor's scaffold without a written permission from the Owner of the scaffold. All scaffold shall be checked daily and before each use for safety compliance. No scaffold shall be left at any time in an unsafe condition and shall be removed immediately if not used again.
17. All extension cords, cables and hoses shall be maintained at least 6 ft.6in. above the working floor. Where this is impossible, these items shall be inspected daily and repaired immediately or tagged and removed from use.
18. All electrical equipment and all extension cords shall be tested at least once every three months, per OSHA Assures Equipment Grounding Conductor Program. Each Contractor shall copy the Project Safety Coordinator with their written records showing compliance with this program at the Monthly Project Safety Meeting. Portable Ground Fault Circuit Interrupters should be used when water is present, i.e., in basements, near a concrete pour or fireproofing operation.
19. No material shall be stored within 6ft. of a floor opening of the building. For assistance with storage locations, contact the Project Safety Officer.
20. All equipment, materials and debris shall be secured at all times or removed immediately to grade level until the building is enclosed to prevent windblown objects.
21. If, for any reason, a Contractor must remove cables, barricades or any other Safety related items in order to perform their work it shall be responsibility of that Contractor to replace them on a daily basis, and when the work and is completed. Failure to comply with this directive shall result in Owner performing this work at the Contractor's expense.
22. Each Contractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers. Removal of debris from containers shall be by the Contractor.
23. For emergency purposes, each Contractor shall submit a list to Owner of key personnel, with home addresses and telephone numbers.

H. Fire Prevention

1. Purpose

We are all cognizant of the dangers associated with fires and all Project employees have a vested interest in a Fire Prevention program. The following is a guide, setting forth specific standards to aid in preventing losses as a result of fires or gases associated with combustion.

2. Fire Emergency Procedure

A Fire Emergency Procedure will be written and distributed by Owner to all Contractors. This procedure will include a description of the selected fire alarm system, alarm code, reporting and immediate action instructions and evacuation plan. This Procedure shall be periodically updated, discussed and distributed at the Project Safety Meetings and shall be conspicuously posted at phones and at employee entrances per OSHA Regulation 1926.150(e) (2).

3. Shanties and Trailers

- a. All shall be constructed of fire retardant materials; wood shall be marked with the UL Label.
- b. Shall be heated with approved heating devices.
- c. All shall be equipped with at least one ABC #30 Fire Extinguisher in good working order with prominent signage denoting the location. Each gang box shall also have a 10# ABC Fire Extinguisher.
- d. Shall have 55 gallon waste container adjacent to them.
- e. Shall not be used to store oily rags, oily clothes or fuels.
- f. Shanties shall be continually policed by their occupants to prevent the accumulation of combustibles such as lunch wrappers and newspapers in and around the shanty.

4. Fire Extinguishers

- a. The Contractor shall place the required number of temporary use fire extinguishers throughout the Project. In addition, 55-gallon drums with two attached buckets and/or fire hoses attached to the waterline may be provided as deemed necessary.
- b. Additional fire extinguishers shall be provided by each subcontractor when they are engaged in fire susceptible activities, i.e., welding and burning, heaters in use and storing paints.
- c. Each shanty and each gang box shall have at least one ABC Fire Extinguisher.
- d. All fire extinguishers shall be checked weekly by the Contractor for maintenance.
- e. No fire extinguisher shall be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank, or attempting to remove one from the site, shall be subject to immediate dismissal.

5. Use of Pressurized Gas Cylinders

- a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
- b. Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by Owner.
- c. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of 20 feet or by a noncombustible barrier at least 5 feet high with a fire resistant rating of at least ½ hour.
- d. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.

6. Temporary Heat

- a. All heating equipment shall be wired, piped and operated in accordance with all applicable Codes and Regulations.
- b. Open fires shall not be permitted on this project. Any employee failing to comply with this Regulation shall be subjected to immediate dismissal.
- c. All tarps and blankets shall be made of fire retardant materials.

7. Basic Principles for Fire Prevention

- a. All temporary electric shall be in accordance with all existing Codes.
- b. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
- c. Work area shall be policed on a regular basis to prevent accumulation of materials. Highly combustible packaging materials, such as cardboard boxes and excelsior, shall not be allowed to accumulate.
- d. Machinery and/or motors shall not be left running during non-working hours except as directed or approved by Owner.
- e. All fuel and solvent containers shall be placed on drip pans and stored strictly according to all Federal, State and Local Codes and Regulations.
- f. Solid fuel shall not be permitted on this project, per OSHA Regulation 1926.154(d). The use of Coke fueled salamanders shall be permitted only during the concrete curing process as prescribed in ANSI Aio.9-1970.
- g. Each contractor shall provide a fire watch an ABC #20 Fire Extinguisher when welding or burning. The potential fire area shall be checked periodically for a minimum of one hour after the welding or burning has been completed.

I. Conclusion

All employers are responsible for instructing their employees in the recognition and elimination of hazards and unsafe acts and the regulations applicable to their work. Safety training, good safety practices and appropriate immediate corrective action are the keys to the prevention of accidents, loss of life and property damage. No Matter how many rules and regulations are set forth, a good Safety Program responds mainly to a positive and intelligent attitude by the Supervisors and employees involved in the construction of this Project.

- J. Emergency Numbers
- | | |
|-------------------|------------------|
| Hospital | (973) 655 - 5222 |
| Fire Department | (973) 655 - 5222 |
| Police Department | (973) 655 - 5222 |
| MSU Security | (973) 655 - 5222 |

K. Hazardous Communication Programs/Material Safety & Data Sheets (MSDS)

Each contractor is to be responsible for developing a written Hazard Communication Program in compliance with the OSHA Hazard Communication Regulations CFR 1926.21(b) (3) and the Hazard Communication Final Rule dated August 24, 1987. CFR 1910.1200. if applicable.

1. The Contractor's responsibilities include,, but are not limited to, the following conditions as they relate to the Hazard Communication Act:
 - a. Setup and conduct a Program for its employees at the jobsite.
 - b. Attend (mandatory) Owners Weekly Safety Meeting at each jobsite for exchange of this information.
 - c. Maintain an updated Chemical Inventory Sheet and MSDS's which must be coordinated and shared with Owner and all other Contractor and subcontractors the jobsite.
 - d. Each Contractor is responsible for maintaining an updated file for all hazards that may be encountered on the job.
 - e. Each Contractor is responsible for labeling and identifying materials (per OSHA Requirements) used by him and sharing this information with all other Contractors and subcontractors at the jobsite.
 - f. Training and documentation of training in Hazard Communications is responsibility of each Contractor.
 - g. Each Contractor is responsible to coordinate with Owner's Field Representative in satisfying all OSHA Requirements.

L. Compliance Agreement

After you have read Owner's Project Safety Program, detach the bottom of this form and return to the Owner Project Representative.

As is required, please enclose a written copy of your company's Safety Program that you also intend to enforce in the performance of your work on this Project.

It is the policy of Owner not to require OSHA Compliance Officers to acquire a search warrant.

Montclair State University

Project Representative

I have read and shall comply with the Project Safety Program and shall immediately correct any safety violations, including those noted by Montclair State University, during the course of our work on this Project. I realize that it is our obligation, as an employer, to provide a safe and healthy work place.

A copy of our Safety Program is enclosed. Our Program complies with all Federal, State, and local Codes and Regulations and incorporates Owner's Project Safety Program as minimum requirements. A copy of our Safety Program shall be made available for discussion with all Project employees.

Name of Company (Contractor)

Date

Contractor's Safety Officer

Signature