



MONTCLAIR STATE UNIVERSITY

Request for Proposal # 1563

For: Campus Bike Trail Development

Event	Date	Time
Request For Proposal Issuance	June 26, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	July 6, 2023	10:00 AM
Questions Due	July 11, 2023	2:00 PM
Answers Posted (approximate date and time)	July 17, 2023	2:00 PM
Bid Submission Due Date (Refer to RFP Section 4.0 for more information.)	July 26, 2023	11:00 AM

Dates are subject to change. All changes will be reflected in Addendum issued. All times contained in the RFP refer to Eastern Time.

Small Business	Status	Category
<p>Set-Aside</p> <p>(Refer to RFP Section 4 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: David Bielicka

Telephone #: 973-655-2114

E-mail: bielickad@montclair.edu

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1563	
FOR: Campus Bike Trail Development	RETURN PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: David Bielicka / 973-655-2114 / bielickad@montclair.edu	
1. PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>11:00 AM ON July 26, 2023</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):	
OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3RD FLOOR LITTLE FALLS, NJ 07424	
2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED A "APPLICABLE" IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.	
3. THE 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 THE ISSUANCE OF A 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#: _____	EXT: _____
FEDERAL TAX IDENTIFICATION # _____	
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 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

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Resources:

AASHTO Guide for the Development of Bicycle Facilities ([PDF](#))

Bike Passaic County - Passaic County Department of Planning & Economic Development ([Final Report - PDF](#)), ([Appendix - PDF](#))

Additional Resources:

Trail Solutions: IMBA’s Guide to Building Sweet Singletrack / [Trail Solutions | IMBA](#)

Managing Mountain Biking: IMBA’s Guide to Providing Great Riding / [Trail Solutions | IMBA](#)

Bike Parks: IMBA’s Guide to New School Trails / [Bike Parks - IMBA's Guide to New School Trails | IMBA](#)

USDA’s Trail Construction and Maintenance Notebook / [0723-2806-MTDC: Trail Construction and Maintenance Notebook index \(usda.gov\)](#)

1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal Issuance	June 26, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	July 6, 2023	10:00 AM
Questions Due	July 11, 2023	2:00 PM
Answers Posted (approximate date and time)	July 17, 2023	2:00 PM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	July 26, 2023	11:00 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. A Proposal that is submitted with revisions or additions to the terms and conditions for this Request for Proposal (RFP) may be deemed non-responsive.

1.1.2 SITE VISIT / PRE-BID MEETINGS

An Optional Pre-Bid Conference and Site Visit has been scheduled for this procurement on the date and time indicated on the RFP Cover Sheet. The meeting location of the Site Visit will be as follows:

- 1) Center for Environmental and Life Sciences lobby

A campus map is located at <https://www.montclair.edu/campus-map/>. Visitor parking is available at the [Red Hawk Deck](#).

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 at the pre-bid conference(s) and site visit(s).

1.1.3 QUESTIONS AND ANSWERS

Procurement Services will accept questions and inquiries from all potential Bidders via e-mail to bielickad@montclair.edu. Bidders are not to contact the University user department directly, in person, by telephone or by email, concerning this RFP. All questions submitted by the above due date and time will be provided and answered via Addendum to this RFP on or around the date provided in RFP Section 1.1.

1.1.4 ADDENDUM

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 THE PROCUREMENT SERVICES WEBPAGE.

There are no designated dates for release of Addendum. Notice of Addendum issued may be emailed by the assigned Procurement Services buyer to the invited Bidders in advance of the bid opening date however interested Bidders should check the Procurement Services' webpage on a daily basis from the time of RFP issuance through Proposal submission. It is the sole responsibility of the Bidder to be knowledgeable of Addendum issued relating to this RFP.

1.1.5 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 may 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 RFP is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). Montclair State University is issuing this Request for Proposal (RFP) in order to select an Architectural/Engineering team (the "Contractor") to design and provide construction administration services for a campus bike trail at Montclair State University. The trail design, which will be open for campus and public use, shall be designed to meet all applicable design and use regulations. The contract for all phases of work will be made part of the respective Project and all phases are being solicited through this Request (RFP).

The intent of this RFP is to award a Contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. The University reserves the right to award Contracts as a result of this RFP to more than one Bidder. The University may award any and all price lines. 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 2.3), 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

1.3.1 GENERAL

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, masters 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.

1.3.2 PROJECT SPECIFIC

Context to Campus

The eastern edge of the Montclair State campus is a largely wooded and hilly terrain. The existing site presents challenging topographical conditions and an opportunity to develop a sizable section of land that has gone largely untouched throughout historic campus development efforts. In recent years, the University has undertaken steps to activate the upper elevations of the eastern ridgeline by maximizing building views and beginning to introduce pedestrian access routes in this area. For example, the 1500-foot-long Skyline Walk offers scenic panoramas of the surrounding areas and New York City skyline.

While this route provides a low-intensity experience behind and between buildings for pedestrians, this trail route would differentiate itself by being purpose-built for mountain biking, hiking, and trail running activities. The intent is to create a dynamic, sustainable, and easily-navigable trail system that will appeal to the campus community and beyond.

Context to Community Stakeholders

The University has recently engaged with representatives from local community organizations such as the Jersey Off Road Bicycle Association (JORBA) to discuss the prospects of a mountain biking trail on the Montclair State campus and its place within a larger network of statewide public bike trails. It is in the University's interest to explore the potential for connecting with existing or proposed bike trail initiatives by the Passaic and/ or Essex County Planning Departments such as [Bike Passaic County](#).

The idea of implementing and maintaining a campus bike trail has also garnered enthusiasm internally from a number of campus groups such as the Department of Campus Recreation's Outdoor Adventure program. The department holds a number of biking excursions each year and offers a [Hawk on Wheels](#) bike lending program that is available at no cost for current students, faculty, and staff of the University.

1.3.3 SUSTAINABLE DESIGN

Facilities Sustainability Plan

In April 2022, University Facilities launched its Sustainability Plan. The plan, structured around six areas of impact within the purview of University Facilities, represents our commitment to upgrade and exceed past practices to ensure the viability of our built environment and institution for future generations. For more on the Facilities Sustainability Plan, please visit [our website](#) or [download the full document](#).

Complete Streets on Campus

In February of 2022, the Board of Trustees approved a resolution which makes the commitment to adopt a Complete Streets Policy for the Montclair State campus. The resolution defines Complete Streets as "a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and the operation of new and retrofitted

transportation facilities along the entire right-of-way for all users of all ages and abilities.” Additional information about Complete Streets at Montclair State University is available on [our website](#).

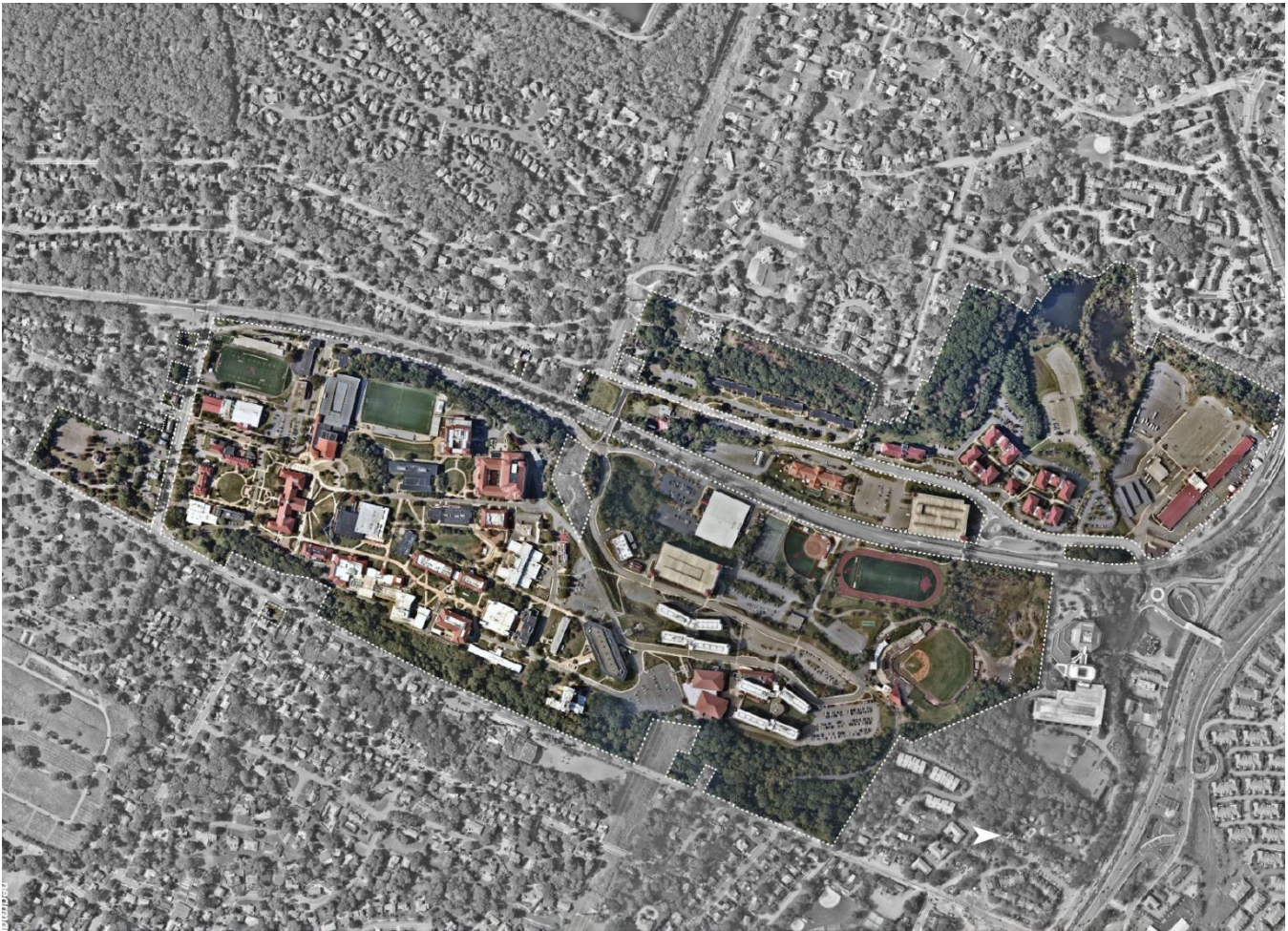
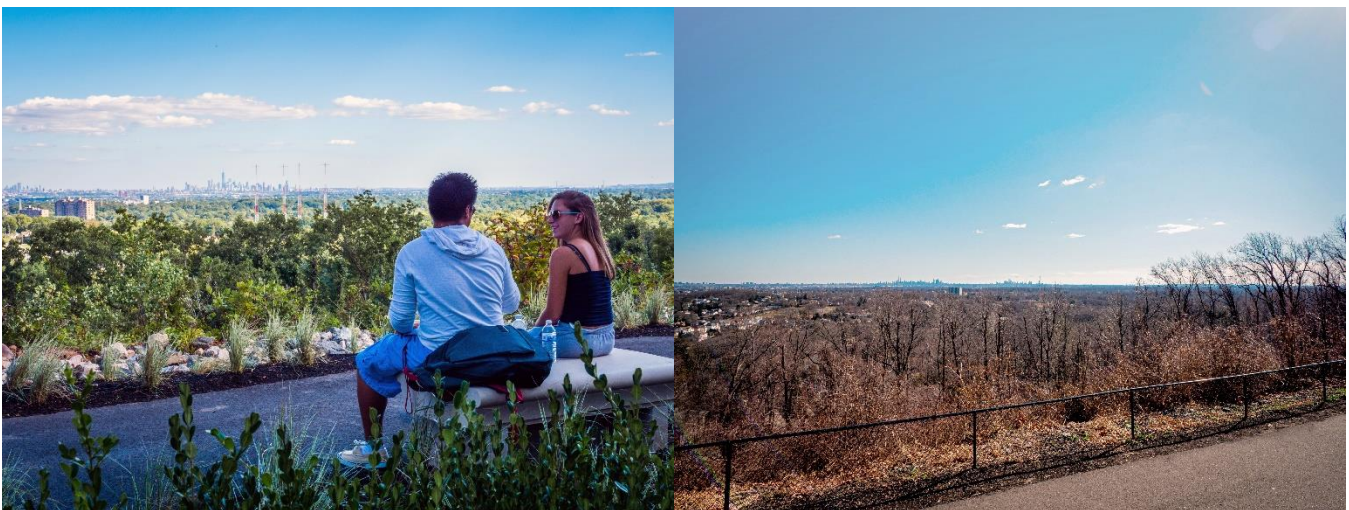


FIGURE 2-A: CAMPUS AERIAL



PICTURED: EASTERN CAMPUS RIDGELINE WITH SKYLINE WALK

1.3.4 PROJECT GOALS AND OBJECTIVES

Montclair State University aims to provide an exceptional campus experience for all users and is seeking to broaden the diversity of mobility options offered throughout campus. Project objectives include the following:

1. Activate and undeveloped portion of campus land while preserving its natural authenticity.
2. Develop a trail system that provides a high-quality trail experience for users.
3. Support efforts to expand non-vehicular modes of navigating around campus, including taking steps toward the long-range goal of creating a continuous campus mobility loop.
4. Develop a maintenance plan for future use to ensure long-term sustainability.
5. Expand strategic partnership opportunities with local organizations and community groups.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.2 COST LIABILITY

The University assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Proposal in response to this RFP.

1.4.3 JOINT VENTURE

If a joint venture is submitting a 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. All items on Appendix 1 must be completed by each party to the joint venture. Proposals should not include a structure that requires the University to create a joint venture with the Bidder(s).

1.4.4 BID ERRORS

A Bidder may withdraw its Proposal prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services. The Bidder may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission.

If, after the opening of Proposal 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 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 Proposal.

If, during the evaluation of Proposal 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 (5) days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its 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 of measure and the total percentage of net tuition, the unit measure shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit of measure and net percentage and the Bidder's intention is not readily discernible from other parts of the Proposal, the assigned Procurement Services buyer may seek clarification from the Bidder to ascertain the true intent of the Proposal.

1.4.5 CONTENT OF PROPOSALS

Subsequent to bid opening, all information submitted by a Bidder in the 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 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 Proposal and in a cover letter. The University will disregard any attempt by a Bidder either to designate its entire 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: Proposal 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 Proposal response is indicative of potentially changing information. Inclusion of a URL or web address in a Proposal response implies that the Proposal's content changes as the referenced web pages change.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of the contract awarded as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Procurement Services.

All-Inclusive Pricing - A price that is all-inclusive of all direct and indirect costs, including, but not limited to, third party fees, delivery, direct labor costs, overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms, travel, delivery, reproductions thereof and any other costs. No additional fees or costs shall be paid by the University unless there is a change in the scope of work.

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.

Best and Final Offer (BAFO) – Pricing timely submitted by a Bidder upon invitation by the Procurement Department after Proposal opening.

Bidder – An entity submitting a Proposal in response to this RFP.

Contract - The Contract consists of any Addendum to this RFP, this RFP, the University's Standard Terms and Conditions (Appendix 1, Item 2.3), the awarded Bidder's Proposal as accepted by the University and any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the University, or post-award documents including Amendments agreed to by the University and the Contractor, in writing.

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.

Proposal – Bidder's timely response to the RFP including, but not limited to, technical Proposal, price Proposal including Best and Final Offer, any licenses, forms, certifications, clarifications, and/or other documentation required by the RFP.

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 RFP SPECIFIC DEFINITIONS

Construction Contractor – Contractor assigned by the University to perform the construction of the project. This is a separate Contractor awarded by the University through a publicly bid RFP.

3.0 SCOPE OF WORK

3.1 DESIGN

The Contractor shall perform all design work in accordance with this section of the RFP. The Contractor shall work with the University to develop the design and Construction Documentation as well as provide a construction observer in order to review the progress and quality of work throughout the construction period.

3.1.1 GENERAL DESIGN GUIDELINES

The Contractor shall adhere to the following:

1. The Design shall be submitted to the University for review in 30%, 60%, and 90% completion phases before the issuance of the 100% Complete Bid Set. The 30% Design will function as the Schematic Design concept. Details and specifications will be further developed in subsequent phases.
2. The University must approve the design at each of the respective phases of design. The Contractor shall include a list of proposed materials, equipment, and finishes with the contract documents and provide an explanation, if requested, as to why the selected products would best serve the University's interests. Where applicable, design documents must be sent to FM Global for review and comment. The University will determine which comments from FM Global will be incorporated into the Project.
3. The proposed design should be of an aesthetic that blends well contextually with the surrounding land and encourages users to connect with nature.
4. As the University population continues to grow, so does the need to provide safe environments for all members and guests of the campus community. Innovative design solutions that are attractive and safe should be utilized in addressing the various areas identified within this document.
5. The Contractor shall comply within the professional parameters and deliverables consistent with the most recent edition of "The Architect's Handbook of Professional Practice" prepared by the American Institute of Architects (AIA) as well as any provided University Design and Construction Standards.
6. Engineering Contractors shall comply with all Laws and Regulations established by the New Jersey State Board of Professional Engineers and Land Surveyors.
7. The Contractor shall be responsible to confirm with all regulatory agencies to ascertain feasibility of the design and, if necessary, obtain any and all required permits.
8. The Contractor shall be responsible for filing and preparing all required applications and revisions to design documents in order to receive requisite approvals of the Department of Community Affairs (DCA).
9. The Project shall conform to and be permitted under the rules and regulations of the New Jersey

10. Department of Community Affairs and consistent with the New Jersey Uniform Construction Code.
11. All facilities (grounds, buildings, access roads, utilities, etc.) must be in compliance with local and state codes and conceived and detailed with attention to the life cycle cost of all materials and systems.
12. All students, faculty, staff, and guests shall be provided equal access to all buildings and circulation walkways. All new construction and renovations must comply with the Americans with Disabilities Act (ADA) and shall aim to promote universal design principles.
13. The Project Team shall consider existing road conditions and traffic patterns (pedestrian, vehicle, bus, service, emergency, etc.) and recommend any necessary design modifications to the existing roadways.
14. All aesthetic components (site furnishings, lighting, paving, signage, etc.) and mechanical components must be consistent throughout the Project.
15. The Contractor shall be responsible for the accommodation of all utilities into and out of the proposed Project. The Contractor shall confirm with all local utilities the capacity to support the new construction and design the requisite utilities along with all permits/applications.

3.1.2 PROJECT DESIGN SCOPE

The Contractor shall adhere to the following:

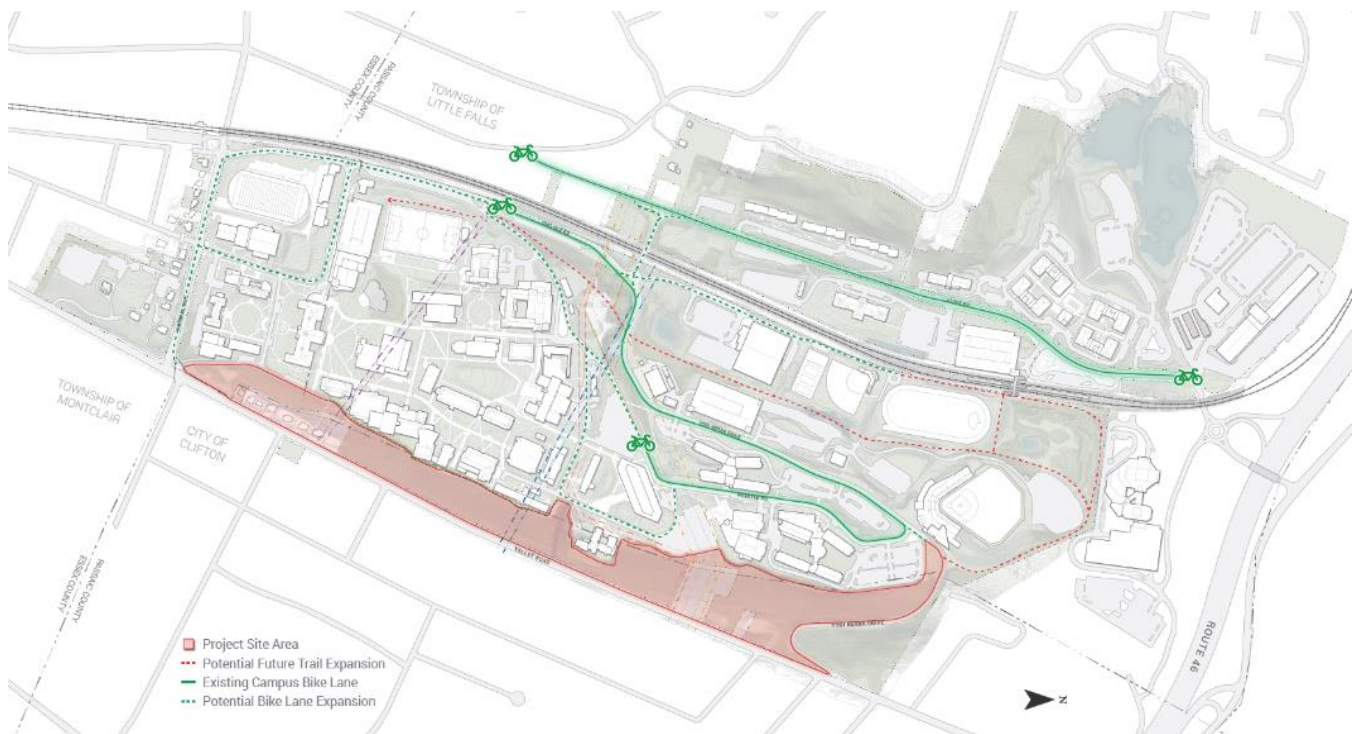


FIGURE 3-A: CAMPUS MAP WITH PROJECT SITE LIMITS

1. The Project area shown above presents opportunities for on and off-road bicycle circulation on campus. The wooded land along the eastern campus edge spanning from Normal Ave to the top of Yogi Berra Drive encompasses 23 total acres, 18.3 of which is within University property. It is bound by Valley Road to the east and a series of academic and residential buildings as well as the Skyline Walk to the west. The proposed trail can then connect to existing shared-use campus roadways with dedicated bike lanes.
2. The proposed trail should be safely accessible from the intersection of Valley Road and Normal Ave, remaining within the wooded areas whenever possible running north to Yogi Berra Drive. The path's location should be carefully considered in order to minimize any pedestrian-vehicular path conflicts.
3. It is assumed this trail will be available for use by the public along with the general campus community.
4. The trail design and construction must conform to standards outlined by the International Mountain Bicycling Association (IMBA) or United States Forest Service and shall be consistent with best practices outlined in the [Guide for the Development of Bicycle Facilities](#) published by the American Association of State Highway and Transportation Officials (AASHTO) where applicable.
5. In an effort to support and maintain the campus tree canopy, the proposed trail should only be as wide as necessary to safely use and should avoid removing native and old-growth trees whenever possible.
6. The Project Team is expected to have at least one member who has prior experience in trail building projects or involvement with organizations such as the Professional Trail Builders Association (PTBA) assigned to the Project through all phases of work. This staff member will coordinate with contractors and subcontractors to ensure that specifications are met.
7. As a public institution of higher education in the state of New Jersey, the University is exempt from obtaining approval from the local municipalities.
8. After the bike trail is constructed, the University will use the maintenance manual that shall be prepared by the selected Contractor.

3.1.2.1 SITE CHALLENGES AND CONSIDERATIONS

The Contractor shall adhere to the following:

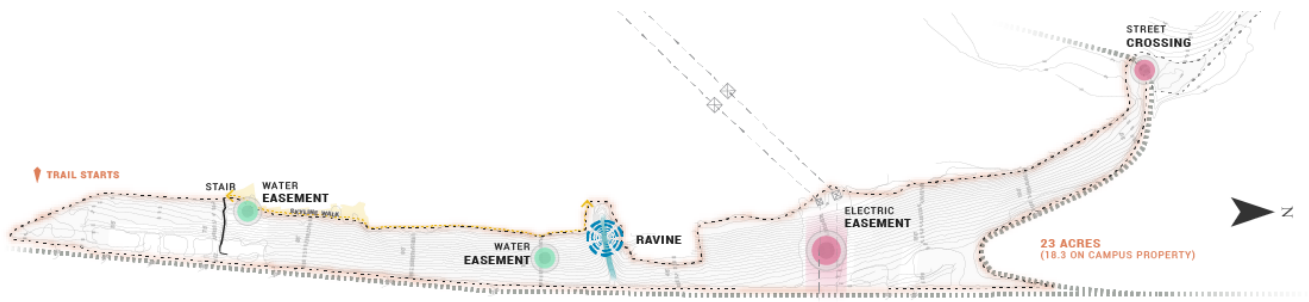


FIGURE 3-B: SITE CHALLENGES AND DESIGN PARAMETERS

1. A portion of the trail area runs up against the rear lot lines of homes on Valley Road, including the University-affiliated Newman Catholic Center. The design should avoid encroaching on this or any other adjacent private property.
2. The land is bifurcated by a stair in the area behind Morehead Hall and a drainage gully in the area behind Bohn Hall. The trail design should address a solution to navigating these elements.
3. Portions of the land run across underground gas and water utility easements on University-owned property that may need to be considered. The Project site also traverses a 150-foot-wide Board of Public Utilities easement which may require pursuing a consent agreement for use of the land.
4. A potential safety issue may arise between riders crossing over Yogi Berra Drive and vehicles approaching uphill from Valley Road. The design solution should take this into consideration.

3.2 OTHER SERVICES

The Contractor shall perform all services in accordance with this section of the RFP. Deviations from the outlined scope will not be reimbursed by the University unless otherwise agreed upon in accordance with RFP Section 7.8.

3.2.1 SITE EVALUATION AND SCHEMATIC DESIGN

1. Site Evaluation

An existing site evaluation shall be performed and consider various factors that may influence the site such as overall program fit, neighboring building or property adjacencies, conformance to campus planning guidelines, geotechnical and environmental considerations, site utility system requirements, topographic characteristics, impacts of and to existing utilities, roads, sidewalks and lots, required demolition of any existing structures, and other factors that may be identified during this phase. A final site report shall be prepared to include a qualitative, comparative evaluation of the impacts of these issues on various site alternatives with high-level cost analyses and in-depth technical analyses.

2. Schematic Master Planning

The awarded Contractor will be tasked with conceptualizing a pedestrian and cycling circulation master plan as thematically depicted on Figure 3-A. Concepts should consider how cyclists will safely interact with pedestrian paths and vehicular roadways, including bike lanes and other roadway modifications. The Contractor shall also be responsible for envisioning an enhanced pedestrian experience along the eastern ridgeline, expanded bike lane infrastructure and roadway striping improvements, as well as opportunities to drive future biking initiatives with adjacent municipal partners.

3. Schematic Trail Design

The awarded Contractor shall provide two (2) to three (3) schematic design options (30% drawings) for improvements within the “Project Site Area”, depicted in Figure 3-A and further defined within Figure 3-B of this RFP, for review by the University’s Office of Capital Planning and Project Management (CPPM).

The schemes could explore the following:

- a) A single-track trail that loops into existing campus roadways.
- b) A trail that loops within the eastern ridgeline to return users back to Normal Avenue.
- c) A multi-track design that accommodates two-way bike traffic.
- d) Opportunities to take advantage of viewsheds and areas of rest.

Each design option should address all of the elements listed in Section 3.1 of this RFP and include both a high-level cost estimate and identification of the various benefits and drawbacks of each design plan.

The University will select one (1) scheme for further development and reserves the right to pursue a hybrid design or phased implementation between the schemes that are presented.

3.2.2 SITE SURVEY

The Site shall be surveyed in its entirety as bounded by the Project area shown in the attached exhibit. Limited metes and bounds for the Site will be required as determined by the schematic design. The survey shall include topographic information prepared in the NJ State Plane Coordinate System (NAD83 and NAVD 88 Datum). Topography shall be shown in one-foot contours. Other information to be collected shall include, but not be limited to, above and below ground utilities, stormwater drainage pipe inverts and diameters, building edges, curbs, sidewalks, stairs, fences, railings, signs, light poles, trees above 12” DBH, bollards, and utility structures. Ground penetrating radar services are not required.

A deliverable shall be made to the University in the form of three (3) signed and sealed full-sized drawing sheets, a PDF file, and the AutoCAD DWG file.

3.2.3 DESIGN DEVELOPMENT

Design Development Documents including preliminary plans and outline specifications and related documents to describe the size, character and details of the project including civil, site, landscape, and utility systems, materials, and other essentials as may be appropriate shall be prepared based upon the approved Schematic Design Documents.

The Design Development Documents shall include the following:

- a. Preliminary (60%) Plans including (but not limited to) Demolition, Phasing, Architectural, Structural, Layout, Grading, Drainage, Utility coordination, Landscaping and Construction Details for University Review and Comment.
- b. Design analysis sufficiently complete to permit utilities, services and constructability review.
- c. Outline specifications and preliminary Maintenance Plan.
- d. Plans, elevations, sections and other details pertinent to the features of the design.
- e. Revised construction cost estimate sufficient to support the design based on available budget.

This may also include renderings, submission to the New Jersey State Historic Preservation Office (SHPO), submission for grant applications, and any necessary fundraising exhibits where applicable.

3.2.4 CONSTRUCTION DOCUMENTS

Final Plans and Specifications, setting forth in detail the work and materials and other requirements needed to obtain bids and to complete the construction of the entire project, to be based upon the Design Development Documents approved by the University. The Contractor shall prepare Construction Documents to be submitted to the University for review in 90% and 100% phases.

The Construction Documents shall include the following:

1. A response to design comments and 90% submission including specifications, Demolition, Phasing, Architectural, Structural, Layout, Grading, Drainage, Utility coordination, Landscaping, Construction Details and all additional plans required for University Review and Comment.
2. A developed Maintenance Plan for University review and comment.
3. A final construction cost estimate.
4. Comments, response and Final Plans, Specification and Estimates as necessary to obtain bids and complete construction of the project including bound specifications book.

The Contractor shall provide a minimum of three (3) hard copies and a digital PDF copy of the signed and sealed Construction Documents (100%) for permitting purposes. Contractor shall assume a Pre-Bid Quality Control/Quality Assurance Meeting with the University prior to public bid. Contractor shall also provide the University with AutoCAD files for record and future use.

3.2.5 PERMITTING

1. Permits

Permits shall be obtained as required by any necessary regulatory agency. It will be the responsibility of the Contractor to determine and prepare permits as necessary. Special consideration should be given to any applicable recreational use permits.

Permitting shall include, but is not limited to, the following:

- a) International Building Code (IBC) 2015, NJ Edition
- b) Uniform Construction Code, NJAC 5:23
- c) National Electrical Code 2014

- d) National Standard Plumbing Code 2015
- e) International Mechanical Code 2015
- f) NJAC 5:23-7 Barrier Free Subcode and ANSI A117.1-2009
- g) NJAC 5:23-6 Rehabilitation Subcode, where applicable
- h) Standards and Requirements of the Public Employee Occupational Safety and Hazard Act of 1984 (PEOSHA)
 - a. Williams-Stieger Occupational Safety and Health Act
 - b. Local Utility Authorities
- i) Soil Erosion and Sediment Control Plan Certification submitted to the Hudson-Essex-Passaic Soil Conservation District in association with the NJ Natural Resources Conservation Program.
- j) NJDEP Freshwater Wetlands Letter of Interpretation in accordance with the requirements outlined in N.J.A.C. 7:7A-3.
- k) NJDEP Freshwater Wetlands Transition Area Waiver in accordance with the requirements outlined in N.J.A.C. 7:7A-6.
- l) NJDEP Freshwater Wetlands General Permit No. 7: Human-Made Ditches or Swales in Headwaters in accordance with the requirements outlined in N.J.A.C. 7:7A-5.7.

3.2.6 COST ESTIMATE AND SCHEDULE

The Contractor shall provide and refine the Construction Cost Estimate for each project design phase. Estimates should be in sufficient detail, showing individual line items and unit pricing to allow the University to evaluate and analyze cost-benefits to various design components. The Contractor will be responsible for maintaining the approved budget and adjust their design elements accordingly.

The Contractor shall prepare a comprehensive schedule including, but not limited to, procurement time, design phase, plan review, bidding period, and construction milestone schedules for all Project phases. The construction schedule must place activities into a period which will not disrupt the operation and mission of the University. Durations shall be provided by the Contractor and approved by the University.

A dedicated Construction Budget has not been allocated at this time by the University.

3.2.7 CONSTRUCTION ADMINISTRATION

The Contractor shall provide construction administration services for the project duration as outlined:

1. The Contractor shall provide bidding services and assist with procurement of a Construction Contractor. These services include, but are not limited to, reviewing the University's Bid Posting, attending the Pre-Bid Site Walk, and reviewing the Contractors' bid packages and Schedule of Values.
2. The Contractor shall conduct site visits at scheduled intervals appropriate to the state of construction to become familiar with the general quality and progress of construction work that has been completed.
3. The Contractor will determine, in general, if the construction work is being performed in a manner indicating that the completed work will be in accordance with the contract documents. The Contractor shall not be required to make continuous and/or exhaustive on-site inspections to check the quality or the quantity of the construction work.

4. On the basis of the on-site observations, the Contractor shall keep the University informed of the progress and quality of the construction work in order to endeavor to guard the University against defects and deficiencies in the work.
5. At all times, the Contractor shall have access to the work to determine if it is proceeding in accordance with the Contract Documents. However, neither the Contractor nor its sub-contractors shall have control over, or be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction.
6. The Contractor shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Except as otherwise provided in this agreement, the Contractor shall not have control over or charge of acts and omissions of the Contractors, construction subcontractors, or their agents or employees, or any other persons performing the work.
7. Based on the Contractors observations and evaluations of the Construction Contractor's Applications for Payments, the Contractor shall verify the amounts due to the construction contractors.
8. The Contractors Certification of Payment shall constitute a representation to the University, based on the Contractors observations at the site as provided above, and the data contained in the Construction Contractor's Applications for Payment, that the Construction Contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the Contract Documents. The former representations are subject to an evaluation of the construction work for conformance with the Contract Documents upon substantial completion and to the results of subsequent tests prior to completion and specific qualifications expressed by the Contractor. The issuance of Certificate of Payment shall further constitute a representation that the Construction Contractor(s) for the project are entitled to payment in the amount certified.
9. Issuance of Certificates of Payments are not to be a representation that the Contractor has: (1) made continuous and exhaustive inspections to verify the quality or quantity of work, (2) reviewed the Construction Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Construction sub-contractors and material suppliers and other requested data to substantiate Construction Contractor's right to payment or (4) ascertained how and for what use the Construction contractors have used money previously paid on account of Contract sum. These are the Construction Contractor's responsibilities under the construction contracts.
10. Within ten (10) working days of the date that it receives change order requests from the University, the Contractor shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders.
11. If the nature of the work described in the change order is complex, a University representative may grant the Contractor additional time, if requested in writing by the Contractor, to evaluate the change order.
12. The Contractor shall have the authority to reject construction work on the project that does not conform to the Contract Documents. In such cases, the Contractor will advise the University of the Rejection. Whenever the Contractor considers it necessary or advisable for implementation of

the intent of the Contract Documents, the Contractor will have the authority to require additional inspection or testing of the work in accordance with Contract Documents, whether or not such work is fabricated, installed or completed, at no cost to the University. However, neither the authority of the Contractor, nor a decision made in good faith either to exercise or not to exercise such authority, shall create a responsibility/duty of or by the Contractor to Construction Contractors, sub-contractors, material and equipment suppliers, their agents or employees, or other persons performing portions of construction work on the Project.

13. The Contractor shall review and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor action shall be taken with such reasonable promptness as to cause no delay on the construction work on the Project, while allowing for sufficient time in the Contractor's professional judgment for adequate review.
14. Since it is the Construction Contractor's responsibility to do so under the contracts for construction, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities or for substantiating instructions for installation and performance of equipment or systems designed by the Construction Contractor(s).
15. Unless otherwise provided in this RFP, these remain the responsibility of the Construction Contractors. The Contractor's review shall not constitute approval of specific items, nor indicate approval of an assembly of which the item is a component. When professional certification for performance characteristics of materials, systems or equipment is required by the Contract Documents, the Contractor shall be entitled to rely upon such certifications to establish that the materials, systems, or equipment will meet performance criteria required by the Contract Documents.
16. The Contractor shall receive, review and reply to all Contractor Requests for Information (RFI) and issue any resulting sketches, bulletins, etc. to properly distribute the information.
17. Upon Project completion, the Contractor shall conduct Substantial Completion inspections and prepare all punch-lists.
18. The University will not be providing full-time Construction Inspection in addition to the Construction Administration Services to be provided by the Contractor.

3.2.8 Record Drawings

The Contractor shall provide conformed Record Drawings upon review of the Contractor's As-Built redlines updating the Bid Documents with any changes during Construction. Record Drawings shall be delivered electronically in PDF and DWG file formats and shall include all necessary reference files.

Record Drawings must:

- a) Include University Project Number
- b) Be marked "Record Drawing"
- c) Include a complete Drawing Index

3.3 PAYMENT TO THE CONTRACTOR

The following details payment to the Contractor:

1. The University will issue Purchase Orders for the scope of work as defined in the Price Sheet included with this RFP.
2. The Owner will execute each phase of work pursuant on the acceptance of all preceding work.
3. The Contractors fee shall be based entirely on the Price Sheet for the scope of work as described in this RFP and any observations made during site visits.
4. There shall be no payments made for additional services outside of the project scope without prior written approval by the University.
5. Note that the University requires separate and clearly identified invoices for each aspect of the plan.
6. Payments for the Contractors services shall become due and payable in an amount sufficient to compensate for services of the fee upon completion of the phases of work as indicated hereinafter; monthly payments may be made if progress is satisfactory to the University.
7. Any approved payments for additional services of the Contractor may be made at the time of the next payment due, pursuant to the issuance of a revised Purchase Order, under schedule of payments for basic services. Under no circumstances will the Contractor be paid for additional services without the written approval from the University. Additional services performed and not authorized will be at the sole risk of the Contractor.
8. The University will not accept billings for mileage, travel time and expenses, meals, lodging, accommodations, equipment rentals, postage, copying, photography, or other expenses not approved in writing by the University.
9. Construction Administration services shall be invoiced as a per week rate or fixed fee as indicated in the Price Sheet included with this RFP.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Cover sheet, in preparing and submitting its Proposal. Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a 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 PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER'S NAME AND ADDRESS.

4.3 SUBMISSION OF PROPOSAL

In order to be considered for award, the 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 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 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 Proposal are received at Procurement Services on the date and time indicated on the cover sheet.

4.4 NUMBER OF PROPOSAL COPIES

The Bidder must submit one (1) complete ORIGINAL Proposal, clearly marked as the “ORIGINAL” Proposal. **The Bidder should submit one (1) exact copy on a flash drive.** The copies requested are necessary in the evaluation of the Proposal. It is suggested that the Bidder make and retain a copy of its Proposal.

4.5 PROPOSAL CONTENT

Bidders are instructed to submit its Proposal in the following sections with the content of each section as indicated below:

1. Section 1 – Required Supporting Bid Documents (Appendix # 1)
2. Section 2 – Price Sheet (Section 4.6 and Attachment # 1)
3. Section 3 – Technical Proposal / Statement of Qualifications (Section 4.7)
4. Section 4 – Any other documents to be included by the Bidder

4.6 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 Proposal being considered non-responsive unless the University determines the information is not material and may be waived. Each Bidder is required to hold its prices firm through issuance of the Contract.

4.6.1 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 may preclude a Contract award from being made to the Bidder.

4.7 TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS

The Bidder must provide the Statement of Qualifications listed below and should be presented in the same order as listed. Attachments that amplify responses or provide relevant illustrations are highly welcome. Failure to provide qualifications may result in your Proposal being deemed non-responsive.

1. Summary Information Sheet (Attachment # 2) – Bidders must complete and provide with its Proposal. The Bidder should have minimum of ten (10) years’ experience in the design of on-road and off-road bicycle facilities and pedestrian trails and walkways for shared public use.
2. Bidders shall clearly identify the name(s) of other specialty contractor for surveying, engineering, estimating, regulatory requirements, and any other additional services that will be necessary in order to adequately design the entire project.
3. Bidders shall demonstrate their project understanding by providing details of their project approach concepts as they relate to the scope of work described herein.
4. Resumes of the key personnel who will be staffed to the project team identifying project roles and an organizational chart.
5. Relevant project experience and client references for similar projects completed in the past.
6. Project schedule for completion of all phases of work as required within this RFP.
7. Evidence of prior experience working with public sector entities or involvement (either past or present) with organizations such as the Professional Trail Builders Association (PTBA) or similar is desired and should be included if applicable.

4.8 REQUIRED SUPPORTING BID DOCUMENTS

The Bidder must submit Required Supporting Bid Documents (Appendix # 1) at the time of Proposal submission or prior to the issuance of the Contract, as outlined in Appendix # 1.

Note: The first section of Appendix # 1 references RFP specific submittals that are to be provided separately from the other items listed. Refer to RFP Section 4.5 for additional information regarding how Bidders are instructed to submit its Proposal.

4.8.1 BID SECURITY

Not applicable for this RFP.

4.8.2 FINANCIAL CAPABILITY OF THE BIDDER

Not applicable for this RFP.

4.8.3 PUBLIC WORKS CONTRACTOR REGISTRATION

Not applicable for this RFP.

5.0 PROPOSAL EVALUATION

The University reserves the right to waive minor irregularities or omissions in a Proposal. The University also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the University's interests associated with the procurement.

5.1 EVALUATION CRITERIA

Proposals will be evaluated on Price and other factors. The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Proposals received in response to this RFP.

5.1.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate all Proposal that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- 1. Project Approach and Understanding** - Demonstration of understanding the project scope and scope of services, including key areas of concern and project objectives.
- 2. Team Experience**
 - a) Experience and qualifications of the firm, Project Manager, and staff assigned to the Project.
 - b) Experience and qualifications of any subcontractors.
 - c) Organization for project management, defining the in-house services as well as services to be performed by separate or associated contractors.
 - d) Experience in the design and construction of sustainable, bike-optimized, natural surface recreation trails on terrain and/or soil characteristics similar to that of the Project site.
 - e) Experience in the design of multi-modal mobility strategies.
- 3. Schedule** - Proposed project schedule for the scope of work as outlined in Section 4.7 of this RFP.
- 4. Innovation**
 - a) Demonstration of innovative approaches to environmentally responsible or sustainable design.
 - b) Evidence of appropriate balance of design creativity, systems engineering, program fulfillment,
 - c) and budget control.
 - d) Demonstration of innovation in meeting project objectives, architectural design quality, and
 - e) consistency with the project's immediate context.

5.1.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the Fee as a percentage of Construction Cost outlined on Attachment # 1 -Price Sheet accompanying this RFP.

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After Proposals are reviewed, the University may request one (1), some or all Bidders to give an oral presentation to the University concerning its Proposal. Bidders may not attend presentations made by their competitors.

The University may also require the clarify certain aspects of its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Proposal.

It is within the University's discretion whether to require the Bidder to give an oral presentation, or require the Bidders to submit written responses to questions regarding its Proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a Proposal. Procurement Services is the sole point of contact regarding any request for an oral presentation or clarification.

5.3 BEST AND FINAL OFFER (BAFO)

The University may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the University will not be considered, and the University will evaluate the Bidder's most advantageous previously submitted pricing.

BAFOs will be conducted only in those circumstances where it is deemed by the Director to be in the University's best interests and to maximize the University's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the University may, after evaluation, make a Contract award based on the content of the initial submission. The University may conduct more than one (1) round of BAFO in order to attain the best value for the University.

If the University contemplates BAFOs, prices will not be publicly read at the bid opening. Only the name and address of each Bidder will be publicly announced at the bid opening.

5.4 PROPOSAL DISCREPANCIES

In evaluating Proposal, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit of measure and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of measure and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of measure and the actual total will be resolved in favor of the actual total. 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.

6.0 CONTRACT AWARD

6.1 AWARD

The Contract award shall be made with reasonable promptness by written notice to that responsible Bidder, whose Proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject all bids, to reject those bids that are non-responsive, 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 minor informality where such waiver is permitted by law.

6.2 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT

A Bidder who submits a proposal in response to an 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 Proposal 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 2.3), the Contractor's 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: Contract, 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 Proposal.

7.2 CONTRACT TERM

The term of the Contract shall from the time of award until all construction work is completed.

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 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.

7.7 SUBSTITUTION OF STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the University for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the University.

7.8 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects related to this RFP without first obtaining the University's written approval.

In the event of additional work and/or special projects, the Contractor must present a written Quote to perform the additional work to the University. The Quote should provide justification for the necessity of the additional work. The Contractor's written Quote must provide a detailed description of the work to be performed broken down by task and subtask. The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed all-inclusive price to perform the required work. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

In the event the Contractor proceeds with additional work and/or special projects without the University's written approval, it shall be at the Contractor's sole risk. The University shall be under no obligation to pay for work performed without the University's written approval.

APPENDIX #1 - REQUIRED SUPPORTING BID DOCUMENTS (CHECKLIST)

NOTE: The documents listed below are required by State Law and University Policy. All documents are required to be completed. Procurement Services Forms can be found at: <https://www.montclair.edu/procurement/forms/>.

THIS CHECKLIST WAS CREATED AS A GUIDE TO ASSIST BIDDERS AND MAY NOT IDENTIFY ALL REQUIREMENTS FOR SUBMITTING A COMPLETE PROPOSAL. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE RFP HAVE BEEN MET.		
1. RFP SPECIFIC SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u>		
#	Document Title	Applicable?
1	<u>PRICE SHEET</u> – Refer to Section 4.6 and Attachment 1 for information.	Yes
2	<u>TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS</u> – Refer to Section 4.7 for information.	Yes
2. STANDARD SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u>		
#	Document Title	Applicable?
1	<u>SIGNATURE PAGE</u> – Refer to Page 2 of this RFP.	Yes
2	<u>OWNERSHIP DISCLOSURE FORM</u> - Refer to Ownership Disclosure Form (PDF)	Yes
3	<u>MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</u> - Refer to Montclair State University Standard Terms and Conditions (PDF)	Yes
4	<u>AGREEMENT OF SURETY/BID BOND</u> - Refer to RFP Section 4.8.1	No
5	<u>FINANCIAL CAPABILITY OF THE BIDDER</u> – Refer to RFP Section 4.8.2	No
6	<u>PUBLIC WORKS REGISTRATION</u> – Refer to RFP Section 4.8.3	No
3. STANDARD SUBMITTALS THAT SHOULD BE SUBMITTED BY THE VENDOR WITH THE PROPOSAL. THESE FORMS MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF CONTRACT.		
#	Document Title	Applicable?
1	<u>BUSINESS REGISTRATION CERTIFICATE</u> - Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF)	Yes
2	<u>POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</u> - Refer to Chapter 51 / EO 117 Vendor Certification and Disclosure of Political Contributions (PDF)	Yes
3	<u>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</u> - Refer to AA-302 Employee Information Report for Good and Services (PDF)	Yes
4	<u>EXCESS LIABILITY INSURANCE- PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)</u>	Yes
5	<u>EUGDPR DATA PROTECTION ADDENDUM</u> (Only required if Bidder will be providing Services in European Union) - Refer to Data Protection Addendum – EUGDPR (PDF)	No
6	<u>CHINA DATA PROTECTION ADDENDUM</u> (Only required if Bidder will be providing Services in People's Republic of China) - Refer to Data Protection Addendum – China (PDF)	No

ATTACHMENT #1 - PRICE SHEET

Bidder Name: _____

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

Signature

Date

Printed Name & Title

Phone Number

ATTACHMENT # 2 - SUMMARY INFORMATION SHEET

FIRM NAME: _____
1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: _____
2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT: NAME: _____ TITLE: _____ ADDRESS: _____ PHONE: _____ CELL PHONE: _____ EMAIL: _____
3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR: _____ _____
CURRENT CONTRACTS
4. PLEASE LIST THE NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, PUBLIC AND PRIVATE COLLEGES AND UNIVERSITIES NOW UNDER CONTRACT WITH THE RESPONDENT FIRM: _____ _____ _____
5. PLEASE LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. PROVIDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL AT EACH REFERENCE SITE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE PROPOSER'S PERFORMANCE: COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____ COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____ COMPANY NAME: _____ NAME/TITLE: _____ TEL.#: _____ EMAIL #: _____
6. PLEASE LIST CONTRACTS THE RESPONDENT HAS HAD TERMINATED DURING THE LAST THREE YEARS WITH THE REASON THE CONTRACT WAS TERMINATED FOR EACH JOB. IF NONE, INDICATE SO: TERMINATED CONTRACT: _____ TERMINATED CONTRACT: _____ TERMINATED CONTRACT: _____