



# MONTCLAIR STATE UNIVERSITY

## Request for Proposal # 1568

### For: Water Based Fire Protection Systems & Inspection, Testing & Maintenance

Event	Date	Time
Request For Proposal Issuance	September 20, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	September 27, 2023	10:00 A.M.
Questions Due	October 02, 2023	04:00 P.M.
Answers Posted (approximate date and time)	October 06, 2023	04:00 P.M.
<b>Bid Submission Due Date</b> (Refer to RFP Section 4.0 for more information.)	October 18, 2023	10:00 A.M.

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
<b>Set-Aside</b> (Refer to <a href="#">RFP Section 4</a> 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: Erick M Fernandez  
 Telephone #: 973-655-5546  
 E-mail: [fernandezeri@montclair.edu](mailto:fernandezeri@montclair.edu)

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1568	
<b>FOR:</b> <b>WATER BASED FIRE PROTECTION SYSTEMS  &amp; INSPECTION, TESTING &amp; MAINTENANCE</b>	<b>RETURN PROPOSAL TO:</b> OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Erick M Fernandez EMAIL: <a href="mailto:fernandezeri@montclair.edu">fernandezeri@montclair.edu</a>	
1. PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>10:00 A.M.</u> ON OCTOBER 18, 2023, AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): <p style="text-align: center;"><b>OFFICE OF PROCUREMENT SERVICES  MONTCLAIR STATE UNIVERSITY  150 CLOVE RD, 3<sup>RD</sup> FLOOR  LITTLE FALLS, NJ 07424</b></p>	
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 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.	
<b>TO BE COMPLETED BY BIDDER</b>	
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.	
<b>ORIGINAL SIGNATURE OF BIDDER</b>	<b>DATE</b>
<b>PRINT/TYPE NAME</b>	<b>TITLE</b>

# Table of Contents

<b>1.0</b>	<b>INFORMATION FOR BIDDERS .....</b>	<b>5</b>
1.1	SCHEDULE OF EVENTS .....	5
1.1.1	REQUEST FOR PROPOSAL .....	5
1.1.2	SITE VISIT / PRE-BID MEETINGS .....	5
1.1.3	QUESTIONS AND ANSWERS .....	5
1.1.4	ADDENDUM.....	5
1.1.5	QUOTES / PROPOSALS / BIDS DUE DATE.....	6
1.2	PURPOSE AND INTENT .....	6
1.3	BACKGROUND.....	6
1.4	ADDITIONAL INFORMATION .....	7
1.4.1	BIDDER RESPONSIBILITY .....	7
1.4.2	COST LIABILITY .....	7
1.4.3	JOINT VENTURE.....	7
1.4.4	BID ERRORS.....	7
1.4.5	CONTENT OF PROPOSALS .....	8
<b>2.0</b>	<b>DEFINITIONS.....</b>	<b>8</b>
2.1	GENERAL DEFINITIONS .....	8
2.2	CONTRACT SPECIFIC DEFINITIONS .....	9
<b>3.0</b>	<b>SCOPE OF WORK .....</b>	<b>10</b>
3.1	INSPECTIONS & TESTING .....	10
3.2	MAINTENANCE AND REPAIR SERVICES .....	13
3.3	EMERGENCY SERVICE .....	14
3.4	PRE-EXISTING CONDITIONS .....	15
3.5	STORAGE, CLEANING AND FINAL CLEAN-UP .....	15
<b>4.0</b>	<b>PROPOSAL PREPARATION AND SUBMISSION.....</b>	<b>16</b>
4.1	GENERAL .....	16
4.2	BID PROPOSAL DELIVERY AND IDENTIFICATION .....	16
4.3	SUBMISSION OF PROPOSAL .....	16
4.4	NUMBER OF PROPOSAL COPIES.....	17
4.5	PROPOSAL CONTENT .....	17
4.6	PRICING .....	17
4.6.1	PRICE ALTERATION .....	17
4.7	TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS.....	17
4.8	REQUIRED SUPPORTING BID DOCUMENTS.....	18
4.8.1	BID SECURITY .....	18
4.8.2	FINANCIAL CAPABILITY OF THE BIDDER.....	18
4.8.3	PUBLIC WORKS CONTRACTOR REGISTRATION .....	18
<b>5.0</b>	<b>PROPOSAL EVALUATION .....</b>	<b>19</b>
5.1	EVALUATION CRITERIA .....	19
5.1.1	TECHNICAL EVALUATION CRITERIA.....	19
5.1.2	PRICE EVALUATION .....	19
5.2	ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL .....	19
5.3	BEST AND FINAL OFFER (BAFO) .....	19

5.4 PROPOSAL DISCREPANCIES.....	20
<b>6.0 CONTRACT AWARD.....</b>	<b>21</b>
6.1 AWARD .....	21
6.2 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT.....	21
<b>7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....</b>	<b>22</b>
7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS .....	22
7.2 CONTRACT TERM AND EXTENSION OPTION.....	22
7.3 CONTRACT TRANSITION.....	22
7.4 CONTRACT AMENDMENT.....	22
7.5 CONTRACTOR’S WARRANTY.....	22
7.6 ITEMS ORDERED AND DELIVERED.....	23
7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS .....	23
7.8 SUBSTITUTION OF STAFF.....	23
7.9 ADDITIONAL WORK AND/OR SPECIAL PROJECTS .....	23
<b>APPENDIX #1 - REQUIRED SUPPORTING BID DOCUMENTS (CHECKLIST).....</b>	<b>25</b>
<b>ATTACHMENT #1 - PRICE SHEET.....</b>	<b>26</b>
<b>ATTACHMENT # 2 - SUMMARY INFORMATION SHEET .....</b>	<b>27</b>

## 1.0 INFORMATION FOR BIDDERS

### 1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal Issuance	September 20, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	September 27, 2023	10:00 A.M.
Questions Due	October 02, 2023	04:00 P.M.
Answers Posted (approximate date and time)	October 06, 2023	04:00 P.M.
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	October 18, 2023	10:00 A.M.

#### 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 location of the Site Visit will be as follows:

Overlook Corporate Center  
150 Clove Road, Third Floor  
Little Falls, New Jersey 07424

A campus map is located at <https://www.montclair.edu/campus-map/>.

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 [fernandezeri@montclair.edu](mailto:fernandezeri@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). The purpose of this RFP is to solicit bid proposals for Water Based Fire Protection System Inspection, Testing, and Maintenance for all Montclair State University properties (including Bloomfield College of Montclair State University).

This RFP intends 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**

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.

Project Specific: The Contractor must be able to provide labor and equipment to perform Water Based Fire Protection System Inspection, Testing, and Maintenance for all Montclair State University properties (including Bloomfield College of Montclair State University) as per specifications on this RFP. Bidders are responsible for visiting all sites to inspect the areas that will be serviced under the terms of this specification. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all existing conditions at the site.

[Campus Map – Montclair State University](#)

[Maps, Directions, and Parking – Bloomfield College](#)

## **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 including personal protective equipment (PPE), materials, supplies, managerial support, documents, forms, travel, delivery, reproductions thereof and any other costs. No additional fees or charges 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 the 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 CONTRACT SPECIFIC DEFINITIONS**

Montclair State University Properties (Property) – All Montclair State University Property geographically located in Montclair, NJ, in addition to the recently acquired Bloomfield College of Montclair State University campus and grounds.

### **3.0 SCOPE OF WORK**

The Contractor shall provide preventive maintenance, inspections, and testing for all Water Based Fire Protection Systems throughout the University's properties. The Contractor shall assume sole responsibility for the complete effort as required in this RFP. All services are all-inclusive as defined in RFP Section 2.1, i.e., the Contractor shall not charge for travel time, PPE, or other direct or indirect costs not outlined in Attachment 1 - Price Sheet.

### **3.1 INSPECTIONS & TESTING**

The Contractor shall comply with the following:

- (1) The University Director of Fire Safety or their designee reserves the right to assign representatives of the University to accompany contractors on on-site visits. All visits must be coordinated with the University Director of Fire Safety or their designees.
- (2) Inspection and testing of Water Based Fire Protection Systems, including sprinklers, standpipes, fire pumps, and all other devices associated with the water based fire protection systems, must be in compliance with the New Jersey Uniform Fire Code and the latest edition of the NFPA 25 code. The contractor must issue a certification of the test results, showing all deficiencies corrected in a manner that includes all information on the appropriate form presented in Appendix B of the NFPA 25 code. In addition to supplying hard copies of inspection reports to the University, the contractor shall upload all reports into "Fire Dynamics," the State's online system, within three days of completion of the inspections and/or repairs at:  
<https://njdca-test.dynamics365portals.us/ultra-fire-home/>
- (3) The contractor shall provide complete maintenance and repair services on all fire suppression systems, including any peripheral devices, alarm indicating and initiating devices, modules, relays, and auxiliaries in conformance with the NJ Uniform Fire Code and the latest edition of the NFPA 25 code.
- (4) Twenty-four (24) hour emergency service will not be limited to calls imposed by acts of vandalism and system malfunction in accordance with section 3.4(Maintenance) of this specification.
- (5) If a contractor determines at any time that an existing system appears to have a deficiency or needs modifications, it is the contractor's obligation to report these matters in writing to the University Director of Fire Safety or their designee for consideration and decision.
- (6) During the contract period or any extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. The contractor will be given seven (7) business days' notice to implement the requested change.
- (7) The contractor or your authorized representatives must meet monthly with the University Director of Fire Safety or their designee to discuss all services to be performed or recommended.

- (8) There will be a meeting between the contractor and the University Director of Fire Safety or their designee prior to the start of the contract. At this time, the contractor will be required to submit a plan of operations in accordance with the NFPA 25 code to the University Director of Fire Safety or their designee, along with a test schedule.
- (9) The contractor agrees to conduct an independent investigation and will provide an analysis of the results by fully understanding the obligations of the required services. No claims will be accepted for not understanding the specification; the right to cancel or relief without penalty due to any omission or lack of information from the University will be accepted.
- (10) The contractor's staff/employees are required to sign in and out with the University Director of Fire Safety or their designees during regular working hours (M-F 8:00 a.m. to 4:00 p.m.) and with the University Police at all other times when responding to routine maintenance, service calls, and emergency calls. Invoices for all service calls where the technician failed to sign in or out will not be paid.
- (11) Payment Terms: Payment for inspection and testing services will be made every quarter, and billed by the contractor in an amount equal to twenty-five (25%) percent of the annual contract cost. Payment will only be made when inspection reports are submitted and accepted by the University Director of Fire Safety or their designee. Payment for maintenance and emergencies will be made in accordance with the contractor's established payment terms, but not less than net thirty (30) days. The Contractor will be paid in accordance with the rates stated in the Cost Proposal Sheet (Schedule "A"). Certified payrolls shall be submitted with the invoice to be paid when applicable.
- (12) The University Director of Fire Safety or their designee may direct the contractor to change the work crew employees who are found, in the sole discretion of Montclair State University, to be incompetent, prone to excessive tardiness, absenteeism, theft, or other cause.
- (13) The contractor's staff/employees will be subject to security clearance by the University Police as required. The Contractor is required to have all employees wear suitable uniforms during the time they are on the University's property. The uniforms must have the name and/or logo of the company. Each Contractors' staff/employee must present an identification badge for admittance to the University's property. The identification shall include the company's name, address, and logo, along with the name and photograph of the staff/employee. This identification must be worn to be visible at all times while on the University's property.
- (14) The contractor is issued a University I.D. card after receiving security clearance from the University Police. This I.D. card must always be worn while on the university's property. In case of lost or stolen I.D. card, the contractor must notify the university in writing within 24 hours. The university will charge the contractor a cost for reproducing the lost I.D. card. At the end of the contract, the contractor must return all I.D. cards issued. Failure to do so will result in a chargeback from the University.

- (15) The contractor will be responsible for all keys the University supplies. In case of lost or stolen keys, the contractor must notify the University in writing within 24 hours. The University will charge the contractor a cost incurred by the University for re-keying a building. At the end of the contract, the contractor must return all keys given. Failure to return all keys will result in a chargeback from the University.
- (16) Work performed under this contract must comply with all applicable OSHA standards.
- (17) The contractor shall solely be responsible for all installation techniques, sequences, and procedures and for coordinating all portions of the work under this contract.
- (18) The use of subcontractors is permitted only for fire pump controls and motor repair. The subcontractor shall be paid by the contractor per rates in the cost proposal attached.
- (19) The contractor shall meet with the University Director of Fire Safety or their designee within the first five (5) business days of the contract in order to establish a schedule for conducting a quarterly and annual inspection.
- (20) Within ten (10) business days following the inspection schedule, the contractor must submit a program for standardized maintenance routines that apply to the University sprinkler equipment. Each schedule should list the equipment being used, location, and appropriate preventive maintenance functions that will be performed during the inspection. Required testing procedures must conform to the New Jersey Uniform Fire Code and the latest edition of the NFPA 25 code.
- (21) In accordance with the inspection schedule agreed upon in number 18 of this section, the contractor must perform an initial inspection and test all water based fire protection systems and components, including gauges, valves, sprinkler heads, and all other devices, in accordance with the requirements described in the NFPA 25 code. In subsequent years of the contract, testing frequency will be in accordance with the requirements described in the latest edition of the NFPA 25 code.
- (22) Inspections shall include quarterly, semi-annual, and annual inspections per the latest edition of the NFPA 25 code. All systems shall have 3- and 5-year maintenance performed, including parts and labor, in accordance with the NFPA 25 code in the first year of the contract. Cleaning of all sprinkler heads is required during the time of inspection with labor included. An additional 3-year inspection shall be conducted in the 4th year of the contract (if awarded and extended)
- (23) All standpipes shall be inspected and hydrostatically tested per the 5-year inspection requirements of the latest edition of the NFPA 25 code within the first year of the contract.
- (24) All back-flow devices shall be inspected as per the latest editions of the NFPA 25 code, the New Jersey Uniform Construction Code, (N.J.A.C. 5:23-2.23(k)4), and the New Jersey Department of Environmental Protection Safe Drinking Water Act Regulations, (N.J.A.C. 7:10-10.1 et seq).
- (25) All fire pump inspections shall include weekly, quarterly, semi-annual, and annual inspections in accordance with chapter 8 of the NFPA 25 latest edition. All fire pump inspections shall be

subject to be witnessed by a representative of Montclair State University. All fire pump control units are to be tested and serviced annually by an approved contractor. A report submitted on both the fire pump control units and sprinkler inspection, is mandatory, along with the name of the contractor/sub-contractor performing the work. The work shall include testing the voltage of control units, balancing reports on pump, setting pressure valves, and performing tests on the jockey pump.

- (26) All Hydrants shall be inspected and tested annually according to the latest edition of the NFPA 25 code. The 5-year flow test must be performed during the contract's first year. All Hydrant flow data shall be computer-generated for each hydrant a test is performed on. Annual maintenance shall be performed on all hydrants (including oil), and reports shall be generated of the results.
- (27) Following each preventive maintenance inspection, the contractor must issue a signed certification of all deficiencies found and the corrective actions taken to remedy the issue along with the appropriate form from Appendix B.1(a) – (g) of the NFPA 25 code (2002 edition), The certification must be submitted to the University Director of Fire Safety or their designee and typewritten, complete, and with the date and time of test, by person or persons involved, measured valves, visual observations, results of service, etc. Records must also comply with requirements described in the NFPA 25code (2002 edition) and approved by the University Director of Fire Safety or their designee. Reports will be rejected if they are copied, illegible, or missing information. All reports are to be submitted within five days of an inspection. An Excel spreadsheet must accompany each inspection report, showing the name of the person/persons who worked on the project, model number, and part number for/of all parts of the sprinkler system, including but not limited to sprinkler head make and model, escutcheons, concealed covers, valve types and make and model, etc.
- (28) When testing any sprinkler systems or making repairs, a notification must be made to the University Police at (973) 655- 5222 and the Director of Fire Safety or their designee at (973) 655-5401 prior to working on or testing of any system. The contractor must have the knowledge of silencing, disabling, and putting the fire alarm system in test mode to prevent calls to local fire departments.
- (29) The contractor must ensure that all systems are maintained and in complete operating condition.
- (30) The contractor shall perform all inspections, testing, and preventive maintenance service under this agreement during regular working hours (Monday through Friday, 8:00 a.m. to 4:00 p.m.) unless arrangements are made in advance with the University Fire Safety Compliance Coordinator.

### **3.2 MAINTENANCE AND REPAIR SERVICES**

- (1) The contractor shall provide complete maintenance and repair services on all water based fire protection systems, including any associated peripheral devices, alarm indicating devices, and initiating devices, modules, relays, and auxiliaries in conformance with the NJ Uniform Fire code, the New Jersey Uniform Construction Code and the latest edition of the NFPA 25 code.

- (2) All equipment operated by electric current must be UL-approved.
- (3) If the contract is terminated, it is the responsibility of the contractor to leave the equipment and systems in first-class operating condition.
- (4) All service calls shall be placed through the contract manager or designated person in the local contractor's office. This person shall dispatch technicians to respond to the site for said repairs according to the time outlined in this contract.
- (5) Service calls between 8:00 a.m. and 4:00 p.m. will be paid a straight time hourly rate as quoted in the bid. Contractors must respond within 2 hours of a call; if a service call is placed between 8:00 am and 4:00 pm, the contractor must finish the repair(s) at the straight-time hourly rate. The Contractor will sign in and out at the University Police when working on a job. Failure to sign in and out will result in not being paid.
- (6) The contractor will be reimbursed for parts and labor costs for repairs based on the set price in the contract. The contractor will submit an estimate of the repair costs to the University Director of Fire Safety and their designee prior to the commencement of work. All estimates have to reflect the contractor's straight-time hourly rate.
- (7) The contractor shall not shut down any equipment unless permission is first obtained from the University Director of Fire Safety or their designee.
- (8) All maintenance shall be performed as described in the specifications. Deviations will not be considered unless the contractor can explain in detail why the deviation is warranted or beneficial for the University and provide service levels at least equal to or beyond what is specified in the provisions of the New Jersey Uniform Fire Code (N.J.A.C. 5:70-1 et seq.), the New Jersey Standards for the Certification of Fire Protection Equipment Contractors, (5:74-1 et seq.), the New Jersey Fire Alarm, Burglar Alarm and Locksmith Licensees and Businesses, (N.J.A.C. 13:31A-1 et seq.), and the New Jersey Uniform Construction Code, (5:23-1 et seq.) will govern the operation, maintenance, and testing of all existing fire protection systems, devices, units, and fire safety equipment.

### **3.3 EMERGENCY SERVICE**

In addition to all of the applicable requirements per RFP Section 3.4, the following provisions shall apply to emergency service:

- (1) Emergency Service is service calls placed after 4:00 p.m. Monday through Friday and on weekends and holidays
- (2) The contractor shall provide 24-hour service with a two (2) hour response time from the time of notification by the University Director of Fire Safety or their designee or personnel. The contractor must be on site to inspect, evaluate, and repair any malfunctioning fire suppression system or devices.

- (3) The contractor will be reimbursed for parts and labor costs for emergency service calls after the regular working hours outlined in this agreement. The contractor is required to submit an estimate of repair costs to the University Director of Fire Safety or their designee prior to the commencement of work. The estimate should reflect the contractor's hourly rate for emergency service.

### **3.4 PRE-EXISTING CONDITIONS**

The following provisions shall apply to pre-existing conditions:

- (1) Pre-existing conditions that would prevent the responding contractor from meeting the standards outlined in this specification must be reported in writing to the University Director of Fire Safety or their designee within thirty (30) business days of the contract award. The report must include a cost proposal outlining the necessary repairs, justification, and an itemized breakdown of the items purchased.
- (2) Situations that are not reported to Montclair State University (MSU) per this specification will be the bidder's responsibility.

### **3.5 STORAGE, CLEANING AND FINAL CLEAN-UP**

- (1) It is the contractor's sole responsibility to remove all accumulation of refuse, rubbish, scrap materials, debris, equipment, tools, etc., on a site you are working on during a project or after the completion of a job. Removing these items will be at the contractor's expense.
- (2) If the contractor fails to promptly and adequately fulfill the cleaning obligations during and after the project, the University as a whole has the right to employ others and charge the additional cost the university incurs to the contract. Final payment will be withheld until the University deems the area acceptable.
- (3) The contractor will have the right to access those areas of a site designated as a work area and is not to enter other areas of the site without permission of the University Director of Fire Safety or their designee.

## **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 bidder should also submit two (2) full, complete and exact copies of the original. 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 will result in your Proposal being deemed non-responsive.

1. Organization Structure – The Bidder must provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term. This should include a brief history of your company, qualifications, experience, management, supervisory, number of employees, key personnel assigned to the Contract, and backups for key personnel.
2. Response to Section 3.0 – Bidders must provide a written response to each section of 3.0 Scope of Work stating that their proposed solution meets the requirements set forth in that section. The Bidder should document its experience related to the Scope of Work as appropriate.
3. The Bidder must provide proof of Certifications/Licenses to operate as an authorized suppression and life safety inspector.

4. The Bidder must provide certifications and licenses of all staff/employees and sub-contractors who will be working on the job.
5. Summary Information Sheet (Attachment # 2) – Bidders must complete and provide with its Proposal

#### **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**

Pursuant to N.J.C.A. 12:62-2.1 and N.J.S.A. 34:11-56.51, the Bidder and all named Subcontractors must be registered with the Department of Labor and Workforce Development (DLWD) at the time of bid opening. Failure to possess a valid public works contractor registration at the time of bid opening shall deem the proposal non-responsive. Applications in progress or pending DLWD approval are not valid registrations. Please contact the DLWD for any questions regarding Contractor Registration at:

- New Jersey Division of Wage & Hour Compliance
- PO Box 369 Trenton, NJ 08625-0389
- Phone: 609-292-2305
- Email: [wage.hour@dol.nj.gov](mailto:wage.hour@dol.nj.gov)

For additional information the following web site should be checked:

<https://www.nj.gov/labor/wageandhour/registration-permits/register/publicworksregistration.shtml>.

## **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. Experience of Firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
2. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the Contract in a timely and effective manner.

#### **5.1.2 PRICE EVALUATION**

For evaluation purposes, Bidders will be ranked according to pricing 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 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**

Not applicable for this RFP.

#### **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.

#### **7.8 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.

#### **7.9 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/>.

<b>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.</b>		
<b>1. RFP SPECIFIC SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u></b>		
#	Document Title	Applicable?
1	<b><u>PRICE SHEET</u></b> – Refer to Section 4.6 and Attachment 1 for information.	Yes
2	<b><u>TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS</u></b> – Refer to Section 4.7 for information.	Yes
<b>2. STANDARD SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u></b>		
#	Document Title	Applicable?
1	<b><u>SIGNATURE PAGE</u></b> – Refer to Page 2 of this RFP.	Yes
2	<b><u>OWNERSHIP DISCLOSURE FORM</u></b> - Refer to Ownership Disclosure Form (PDF)	Yes
3	<b><u>MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</u></b> - Refer to Montclair State University Standard Terms and Conditions (PDF)	Yes
4	<b><u>AGREEMENT OF SURETY/BID BOND</u></b> - Refer to RFP Section 4.8.1	No
5	<b><u>FINANCIAL CAPABILITY OF THE BIDDER</u></b> – Refer to RFP Section 4.8.2	No
6	<b><u>PUBLIC WORKS REGISTRATION</u></b> – Refer to RFP Section 4.8.3	Yes
<b>3. STANDARD SUBMITTALS THAT SHOULD BE SUBMITTED BY THE VENDOR WITH THE PROPOSAL. THESE FORMS MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF CONTRACT.</b>		
#	Document Title	Applicable?
1	<b><u>BUSINESS REGISTRATION CERTIFICATE</u></b> - Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF)	Yes
2	<b><u>POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</u></b> - Refer to Chapter 51 / EO 117 Vendor Certification and Disclosure of Political Contributions (PDF)	Yes
3	<b><u>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</u></b> - Refer to AA-302 Employee Information Report for Good and Services (PDF)	Yes
4	<b><u>EXCESS LIABILITY INSURANCE</u></b> - PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	No
5	<b><u>EUGDPR DATA PROTECTION ADDENDUM</u></b> (Only required if Bidder will be providing Services in European Union) - Refer to Data Protection Addendum – EUGDPR (PDF)	No
6	<b><u>CHINA DATA PROTECTION ADDENDUM</u></b> (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.

**Price Extension**

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

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

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

---

Signature

Date

---

Printed Name & Title

Phone Number

**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: \_\_\_\_\_