

MONTCLAIR STATE UNIVERSITY

Request for Proposal # 1583

For: Commencement Photography

Event	Date	Time
Request For Proposal Issuance	October 30, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	November 7, 2023	12:00 PM
Answers Posted (approximate date and time)	November 13, 2023	10:00 AM
Bid Submission Due Date (Refer to RFP Section 4.0 for more information.)	November 27, 2023	10:00 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
Set-Aside (Refer to RFP Section 4 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: Oswald Pasho
 Telephone #: (862) 386-8154
 E-mail: pashoo@montclair.edu

SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1583	
FOR: Commencement Photography	RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Osvald Pasho, (862) 386-8154, pashoo@montclair.edu	
<p>1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 10:00 AM ON NOVEMBER 27, 2023 AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):</p> <p style="text-align: center;">OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3RD FLOOR LITTLE FALLS, NJ 07424</p> <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.</p> <p>3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH THE ISSUANCE OF A CONTRACT.</p> <p>4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</p> <p>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.</p> <p>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.</p>	
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 BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal Issuance	October 30, 2023	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	N/A	N/A
Questions Due	November 7, 2023	12:00 PM
Answers Posted (approximate date and time)	November 13, 2023	10:00 AM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	November 27, 2023	10:00 AM

1.1.1 REQUEST FOR PROPOSAL

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

1.1.2 SITE VISIT / PRE-BID MEETINGS

Not applicable for this RFP.

1.1.3 QUESTIONS AND ANSWERS

Procurement Services will accept questions and inquiries from all potential bidders via e-mail to pashoo@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 bid 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 Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to solicit proposals from qualified vendors for Commencement Photography Services for the University.

The intent of this RFP is to award a Contract to that responsible Bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. 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 1), are part of the awarded Contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

1.3 BACKGROUND

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. Bloomfield College officially became part of Montclair State University on July 1. The renamed "Bloomfield College of Montclair State University" will provide an affordable, high-quality liberal arts education in a supportive, personalized environment.

Project Specific: Qualified Bidders that are willing to enter into this contract with the University shall provide photographers for both single and dual-line ceremonies and make sure to take two photos of graduates during the ceremony: one with a student holding their diploma and the other capturing the moment when a student shakes hands with the President. Additionally, they shall supply the University with promotional materials for inclusion on the University Commencement website.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

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

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 bid proposal in response to this RFP.

1.4.3 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Signature Page. 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 bid proposals but before Contract award, a Bidder discovers an error in its bid proposal, the Bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential Contract awardee is found, the Director of Procurement Services shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit 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 bid proposal, the assigned Procurement Services buyer may seek clarification from the Bidder to ascertain the true intent of the bid proposal.

1.4.5 CONTENT OF PROPOSALS

Subsequent to bid opening, all information submitted by a Bidder in the bid proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.

A Bidder may designate specific information in its bid proposal as confidential and proprietary if the Bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Bidder accordingly. Confidential and proprietary information shall be clearly and prominently identified in the bid proposal and in a cover letter. The University will disregard any attempt by a Bidder either to designate its entire bid proposal as confidential, proprietary and/or subject to copyright protection.

By signing the RFP Signature Page, the Bidder waives any claims of copyright protection set forth within its proposal and any third-party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

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.

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

Contract - Any Addendum to this RFP, this RFP, the University's Standard Terms and Conditions (Appendix 1, Item 1), the awarded bidder's bid proposal and the Bidder's form Agreement in a form acceptable to the University and incorporating these documents.

Contractor - The Contractor is the Bidder awarded a Contract.

Director – Director of Procurement Services.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and Contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

2.2 CONTRACT SPECIFIC DEFINITIONS

Not applicable for this RFP.

3.0 SCOPE OF WORK

3.1 PHOTOGRAPHY SERVICES

The Contractor shall provide photographers for both single and dual-line ceremonies and ensure the capture of two photographs of graduates on the stage: one featuring a student holding their diploma and the other capturing the moment when a student shakes hands with the President. The decision regarding the necessity of a green screen background for additional pictures will be made by the University. The picture criteria on the stage may be altered at the University's discretion.

The Contractor shall provide a variety of packages for the graduating students to select from. The Contractor must ensure that the students and their families receive both photographic and digital proofs, at no additional cost within 7 days following the Commencement Ceremony.

The Contractor shall provide the University with promotional material that will be included on the University Commencement website. The Contractor shall provide photography registration and ordering information to be printed on the back of the ceremony reader cards.

University grants permission to Contractor to photograph all graduates at Commencement and commercially market these images to graduates. University photographers will also be on-site taking pictures on behalf of the University.

The Contractor shall ensure the website used to purchase photographic packages is secure for credit card transactions and must be PCI DSS compliant. The Contractor shall ensure that student email and mailing addresses are not utilized or disclosed for any reason other than mailing ordered proofs or photos.

The Contractor shall ensure that all photographers utilized or employed by the Contractor shall have a criminal background check prior to coming to the event venue and/or campus and must carry proper identification document while on campus.

3.2 EVENT DATE AND DETAILS

The Contractor must be available for the 2024 Commencement Ceremony dates and times. Scheduled photographers must arrive at least 2 hours prior to ceremony start.

- Winter Commencement - January 8, 2024, 10:00 a.m. at Prudential Center. University will host 1 Commencement for approximately 2,500 graduates.
- Spring Commencement – May 2024. Dates/times are TBD. University will host 2 Commencements for approximately 2,000 of graduates at each ceremony.

Future Commencement Ceremony dates will be advised by the University as determined if this Contractor is extended for additional year(s).

4.0 BID 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 bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP Signature Page.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER'S NAME AND ADDRESS.

4.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the bid proposal title and number.

If your proposal is being submitted by **US Mail**, it must be addressed to:

Montclair State University
Office of Procurement Services
1 Normal Avenue
Montclair, New Jersey 07042

If your proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.)**, please address it to:

Montclair State University
Office of Procurement Services,
150 Clove Road, 3rd Floor,
Little Falls, New Jersey 07424.

ANY BID PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.

Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that bid proposals are received at Procurement Services on the date and time indicated on the cover sheet.

4.4 NUMBER OF BID PROPOSAL COPIES

The Bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. **The Bidder should submit one (1) 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 bid 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 bid being deemed non-responsive.

1. Summary Information Sheet (Attachment # 2) – Bidders must complete and provide with its Proposal
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. Provide all available packages and prices with a link to the ordering website.
4. Provide the time frame in which proofs and ordered print packages will be provided to graduates.
5. Describe the method of delivery for ordered photographs and any associated costs that will be assessed to graduates.

4.7.1 BID SECURITY

Not applicable for this RFP.

4.7.2 FINANCIAL CAPABILITY OF THE BIDDER

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 bid proposals 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 from lowest to highest according to the total Proposal price calculated from the pricing located on Attachment # 1 -Price Sheet accompanying this RFP.

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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 Bid Solicitation since the University may, after evaluation, make a Contract award based on the content of the initial submission.

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 bid proposals, 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 bid 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 bid was not accepted or of notice of the decision to award the Contract. Any protest filed after the 10-day period may be disregarded. If the Contract award is protested, the University may proceed to award the Contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website: <https://www.montclair.edu/procurement/awarded-contracts/>.

7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

7.2 CONTRACT TERM AND EXTENSION OPTION

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

7.3 CONTRACT TRANSITION

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

7.4 CONTRACT AMENDMENT

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

7.5 CONTRACTOR'S WARRANTY

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

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

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

7.6 ITEMS ORDERED AND DELIVERED

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

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

7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

APPENDIX #1 - REQUIRED SUPPORTING BID DOCUMENTS (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</u> - PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	No
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 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 bid 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: _____ _____ _____ PROVIDE THE NUMBER OF PHOTOGRAPHERS THAT WOULD BE MADE AVAILABLE FOR THIS CONTRACT _____
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: _____