

MONTCLAIR STATE UNIVERSITY

Request for Proposal # 1614

For: Trademark Services

Event	Date	Time
Request For Proposal Issuance	2/20/25	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	2/28/25	2:00 PM
Answers Posted (approximate date and time)	3/6/25	4:00 PM
Bid Submission Due Date (Refer to RFP Section 4.0 for more information.)	3/21/25	2:00 PM

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

Small Business	Status	Category
<p style="text-align: center;">Set-Aside</p> <p>(Refer to RFP Section 4 for more information.)</p>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III

RFP Issued By

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

Assigned Procurement Services Buyer: Liz Blades
 Telephone #: 973-655-4402
 E-mail: bladese@montclair.edu

SIGNATURE PAGE: <u>REQUEST FOR PROPOSAL #1614 Trademark Services</u>	
FOR: Trademark Licensing Services	RETURN PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Liz Blades, 973-655-4402, bladese@montclair.edu	
<p>1. PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2:00 PM ON 3/21/25 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 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: _____
BIDDER FAX#: _____	FEDERAL TAX IDENTIFICATION # _____
	BIDDER E-MAIL: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY’S STANDARD TERMS AND CONDITIONS (APPENDIX #1) AND THE RESPONSIVE PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY’S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal Issuance	2/20/25	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	N/A	N/A
Questions Due	2/28/25	2:00 PM
Answers Posted (approximate date and time)	3/6/25	4:00 PM
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	3/21/25	2:00 PM

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

Section 1.1.2 Site Visit / Pre-Bid Meetings is not applicable for this project #1614 Trademark Services.

1.1.3 QUESTIONS AND ANSWERS

Procurement Services will accept questions and inquiries from all potential Bidders via e-mail to bladese@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 identify an experienced and qualified firm to provide services related to the licensing of its name and marks in connection with the production and marketing of branded merchandise. The selected bidder will act as the University's agent and have a fiduciary responsibility to the University.

The intent of this RFP is to award a Contract to that responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. The University reserves the right to award Contracts as a result of this RFP to more than one Bidder. The University may award any and all price lines. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded Contract during the Contract term, when deemed by the University's Vice President for Finance and Treasurer to be in the University's best interest.

The University's Standard Contract Terms and Conditions (Appendix #1, Item 2.3), are part of the awarded Contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

1.3 BACKGROUND

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 13 colleges and schools that serve approximately 22,500 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. Effective July 1, 2023, Bloomfield College has officially become part of Montclair and will be known as "Bloomfield College of Montclair State University".

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 AVP. 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 AVP 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 AVP or designee shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit of measure and the total percentage of net tuition, the unit measure shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit of measure and net percentage and the Bidder's intention is not readily discernible from other parts of the Proposal, the assigned Procurement Services buyer may seek clarification from the Bidder to ascertain the true intent of the Proposal.

1.4.5 CONTENT OF PROPOSALS

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

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

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

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

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Amendment - A change in the scope of work to be performed by the Contractor after Contract award. An Amendment is not effective until signed by the University's Vice President for Finance and Treasurer.

AVP – Assistant Vice President of Procurement Services.

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.

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

Section 2.2 Contract Specific Definitions is not applicable for this project #1614 Trademark Services.

3.0 SCOPE OF WORK

Services to be provided under this RFP shall include, but are not necessarily limited to the following:

1. Advice and Guidance to the University

- a. Recommend policies and procedures for the licensing program.
- b. Propose annual goals and objectives, as well as metrics by which progress is to be measured. All goals and objectives shall be reviewed and adjusted annually.
- c. Provide detailed financial analysis and performance reports to the University's contract administrator on no less than a quarterly basis.
- d. Communicate with the contract administrator as often as necessary to ensure effective progress toward the University's objectives, including at least two in-person visits per year. Immediately notify the contract administrator regarding any significant problems, issues or risks that may arise.
- e. Analyze market trends, licensee performance and other relevant factors, and make recommendations to increase the University's revenues on no less than a quarterly basis.

2. Administration of the Licensing Program

- a. Operate a program that ensures compliance with the University's goals, objectives, policies and procedures.
- b. Respond to and process all licensing requests in a timely manner. Communicate effectively with potential and current licensees and maintain positive working relationships.
- c. Ensure that all products and designs are approved by the University *PRIOR TO USAGE*.
- d. Assist the University in developing an appropriate licensing agreement, then execute and manage license agreements on behalf of the University.
- e. Collect royalty payments and transmit the University's agreed-upon portion on a quarterly basis.
- f. Keep accurate records and files on all license agreements and royalties and make them available to the University's designated contract administrator upon request. Maintain all records during the term of the Agreement and for a minimum of three years beyond its expiration.

3. Ensure Licensee Contract Compliance

- a. Conduct contract compliance audits on a no less than annual basis, and follow up to ensure that all identified discrepancies are resolved.
- b. Monitor and verify licensee records to ensure accurate and timely calculations of royalties.
- c. Ensure that licensees are selling only those products and designs which have been approved by the University.
- d. Monitor the quality of products, production and sourcing, and require their compliance with accepted standards of socially responsible and ethical business practices, such as those promulgated by the Fair Labor Association.

4. Expand the Sales of Branded Merchandise

- a. Analyze trends and opportunities and make recommendations to increase revenues to the University on at least a quarterly basis.
- b. Attend trade shows, subscribe to trade publications, visit with licensees and potential licensees in the field, and develop a deep understanding of the national trends for branded merchandise as well as the market for Montclair's merchandise.
- c. Reach out regularly to retailers to encourage support and sale of licensed products and discourage infringement.

5. Protect the University's Good Name and Reputation and Defend the Integrity and Value of its Marks

- a. Scrutinize all uses proposed by potential or current licensees. Discuss with the contract administrator any uses that could reasonably place the University in a negative light, violate NCAA rules, as well as state and federal statutes and regulations, or pose a foreseeable risk of significant harm to the consumer.
- b. Actively enforce licensing requirements and take actions to prevent infringing or diluting uses of the marks.
- c. Identify non-licensed vendors found using the University's name or marks and either enlist them into the licensing program or demand that they cease and desist any further use of licensor's marks. Assist the University in building a case against infringing parties.

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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 two (2) exact copies on a flash drive clearly marked with your firm’s name.** 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 responses to the Statements of Qualifications below and presented in the same order as listed. Please reference the question by number to ensure clarity and respond to each item completely. Attachments that amplify responses or provide relevant illustrations are welcome. Failure to respond as requested will deem the proposal non-responsive.

The Bidder must:

1. Provide the history of the firm and its experience in providing trademark licensing services similar to those described in this RFP, and preferably for institutions of higher education of similar size. Include, your history, experience, success in launching, developing and representing licensing programs for institutions.
2. Provide an overview of the firm’s ownership structure and biographies on the key principals involved in leading the firm.
3. Specify what information your firm would need at the start of the engagement in order to give the University your recommendations for policies and procedures for a licensing program that meets the University’s individual needs.
4. Describe the methods your firm uses to track market trends and licensee performance.

5. Describe the agency's marketing efforts on behalf of the University to build its brand, increase exposure and expand the presence of university merchandise. Provide examples of how the firm has performed these services for other clients and the results produced (can be anonymized).
6. Document your firm's methods to ensure the quality of products, production and sourcing are performed as per the accepted standards of socially responsible and ethical business practices.
7. Provide samples of the records your firm will keep regarding standard license agreements and royalties, as well as sample reports you provide your clients (can be anonymized).
8. Provide an overview of your firm's methods to identify non-licensed vendors using the University's name or marks and describe the actions you take to address these issues.
9. Submit contact information from three (3) clients of which one (1) must be from higher education that we can contact to provide a reference. Include the reference's name, title, organization, phone number and email address.

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 TO THIS RFP

Each Proposal must be accompanied by a Bid Bond (See Appendix #1, Item 2.4), Certified or Cashier's Check made payable to the University equal to ten percent (10%) of the amount of the Proposal, not to exceed \$20,000.00, as evidence of good faith, which guarantees that if the Proposal submitted by the Bidder is accepted, the Bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and Performance Bonds, if the Bidder is awarded the Contract. If the Bidder whose Proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the Proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid and shall return any unrequited balance to the Bidder. Should there be a deficiency in the amount of the Bid deposit, the Bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The Bidder awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.

Certified or Cashier's Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Bidders electing to furnish a Bid Bond must also include a Consent of Surety, in a form acceptable to the University.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power-of-Attorney with the University indicating the effective date of that power.

4.8.2 FINANCIAL CAPABILITY OF THE BIDDER

Section 4.8.2 Financial Capability of the Bidder is not applicable for this project #1614 Trademark Services.

4.8.3 PUBLIC WORKS CONTRACTOR REGISTRATION

Section 4.8.3 Public Works Contractor Registration is not applicable for this project #1614 Trademark Services.

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.

4.9 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.

4.9.1 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 and qualifications in trade mark licensing services.
2. Ability of firm to complete the Scope of Work: The quality of the proposal specifically, responsiveness to requirements and adequacy of information provided in the proposal.
3. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel.
4. References.

4.9.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total percent of royalties to be held by the firm as payment for services as per the pricing sheet located on Attachment #1 - Price Sheet accompanying this RFP.

4.10 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.

4.11 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 AVP 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.

4.12 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.

5.0 CONTRACT AWARD

5.1 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.

5.2 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 AVP 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/>.

6.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

6.1 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

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 ITEMS ORDERED AND DELIVERED

Section 6.6 Items Ordered and Delivered is not applicable for this project #1614 Trademark Services.

6.7 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.

6.8 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.

6.9 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.

0. 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	PRICE SHEET – Refer to Section 4.6 and Attachment 1 for information.	Yes
2	TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS – 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	SIGNATURE PAGE – Refer to Page 2 of this RFP.	Yes
2	OWNERSHIP DISCLOSURE FORM - Refer to Ownership Disclosure Form (PDF)	Yes
3	MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS - Refer to Montclair State University Standard Terms and Conditions (PDF)	Yes
4	AGREEMENT OF SURETY/BID BOND - Refer to RFP Section 4.8.1	No
5	FINANCIAL CAPABILITY OF THE BIDDER – Refer to RFP Section 4.8.2	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	BUSINESS REGISTRATION CERTIFICATE - Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF)	Yes
2	POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51) - Refer to Chapter 51 / EO333 Vendor Certification and Disclosure of Political Contributions (PDF)	Yes
3	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE - Refer to AA-302 Employee Information Report for Good and Services (PDF)	Yes
4	EXCESS LIABILITY INSURANCE - PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)	No
5	EUGDPR DATA PROTECTION ADDENDUM (Only required if Bidder will be providing Services in European Union) - Refer to Data Protection Addendum – EUGDPR (PDF)	No

1. ATTACHMENT #1 - PRICE SHEET

The University will award the contract based on the royalty percentage submitted in the bidder’s Proposal and other factors. The royalty must be provided in the table below and no other format will be considered. Please reference Scope of Work Section 3.0 to determine the rate. The royalty percentage must be fully burdened, inclusive of all administrative costs and travel.

<u>CONTRACT YEAR</u>	<u>PERCENT OF GROSS ROYALTIES TO BE RETAINED AS AGENCY’S FEE</u>
Year 1	_____ %
Year 2	_____ %
Year 3	_____ %
Year 4	_____ %
Year 5	_____ %

Bidder’s Name: _____

Cooperative Partners Price Extension

Montclair's Board of Trustees adopted a Resolution on April 16, 2021 authorizing the establishment of a cooperative pricing system with other New Jersey public colleges and universities. This RFP may establish a master agreement with Montclair to procure goods and services through a cooperative pricing system so that New Jersey public colleges and universities may procure goods or services of the same specification, quality and price as that contained in the master contract with Montclair. Please respond to the following questions:

1. Will you extend bid prices to any New Jersey Public College or University? Yes _____ No _____
2. Will you enter into a master agreement that incorporates your bid and establish a cooperative pricing system with other New Jersey Public Colleges and Universities? Yes _____ No _____
3. 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 that are not a New Jersey Public College or University: Yes _____ No _____

Printed Name & Title _____

Date: _____

Phone Number & Email: _____

Signature: _____