

# MONTCLAIR

## STATE UNIVERSITY

### Request for Proposal # 1598

## For: Landscaping and Grounds Bloomfield Campus

Event	Date	Time
Request For Proposal Issuance	May 14, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	May 21, 2024	10:00 AM
Questions Due	May 24, 2024	2:00 PM
Answers Posted (approximate date and time)	May 31, 2024	2:00 PM
<b>Bid Submission Due Date</b> (Refer to RFP Section 4.0 for more information.)	June 17, 2024	11:00 AM

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

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

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

Assigned Procurement Services Buyer: David Bielicka  
 Telephone #: 973-655-2114  
 E-mail: [bielickad@montclair.edu](mailto:bielickad@montclair.edu)

SIGNATURE PAGE: REQUEST FOR PROPOSAL # <b>1598</b>	
FOR: Landscaping and Grounds Bloomfield Campus	RETURN PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: David Bielicka, 973-655-2114, bielickad@montclair.edu	
1. PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>11:00 AM</u> ON JUNE 17, 2024 AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):	
<b>OFFICE OF PROCUREMENT SERVICES</b> <b>MONTCLAIR STATE UNIVERSITY</b> <b>150 CLOVE RD, 3<sup>RD</sup> FLOOR</b> <b>LITTLE FALLS, NJ 07424</b>	
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>

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## 1.0 INFORMATION FOR BIDDERS

### 1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal Issuance	May 14, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	May 21, 2024	10:00 AM
Questions Due	May 24, 2024	2:00 PM
Answers Posted (approximate date and time)	May 31, 2024	2:00 PM
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	June 17, 2024	11:00 AM

#### 1.1.1 REQUEST FOR PROPOSAL

Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation. A Proposal that is submitted with revisions or additions to the terms and conditions for this Request for Proposal (RFP) may be deemed non-responsive.

#### 1.1.2 SITE VISIT / PRE-BID MEETINGS

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

**Bloomfield College of Montclair State University  
Facilities Office (1<sup>st</sup> floor)  
229 Liberty Street  
Bloomfield, NJ, 07003**

A campus map is located at <https://bloomfield.edu/about-us/maps-directions-parking>

The Bidder is strongly encouraged to attend the pre-bid conference(s) and site visit(s). No special arrangements will be made for those not attending. The Bidder is responsible for the full Scope of Work regardless of attendance at the pre-bid conference(s) and site visit(s).

#### 1.1.3 QUESTIONS AND ANSWERS

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

#### 1.1.4 ADDENDUM

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any Contract awarded as a result of this RFP.

ADDENDUM ISSUED WILL BE POSTED ON THE PROCUREMENT SERVICES WEBPAGE.

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

### **1.1.5 QUOTES / PROPOSALS / BIDS DUE DATE**

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

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

## **1.2 PURPOSE AND INTENT**

This RFP is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to accept bids for the on-campus landscape maintenance of Bloomfield College of Montclair State University's grounds. The scope and detail of the work is described within the following specifications. Prospective bidders are encouraged to provide their bids on the forms provided in Attachment #1 Price Sheet.

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**

Bloomfield College of Montclair State University, located in Bloomfield New Jersey, rests on 12.5 acres within the township of Bloomfield, in the suburban Newark area. Bloomfield College of Montclair State University serves approximately 900 students in a variety of majors and programs. Bloomfield recently received a ten-year renewal of accreditation from the Middle States Association of Schools and Colleges. Bloomfield College of Montclair State University consists of approximately 140 non-union employees and 230 union faculty. Please see [www.bloomfield.edu](http://www.bloomfield.edu) for more information.

## **Project Specific:**

The scope of the contract will include routine general lawn and landscape maintenance for the total Contract period. The main operations required will include, but not be limited to, grass cutting, edging, removal of dead limbs and similar tree maintenance, flower bed plantings, shrub and hedges including pruning of ornamental trees, planted area weed control and weed control of gravel and hard surfaces. The Contractor will supply materials such as mulch, topsoil, and gravel and labor to install. Other landscape work of a similar nature may be ordered and such work will be paid for additionally to the overall Contract sum, in accordance with the Schedule of Rates provided by the Contractor in their bid.

Limitations of the Maintenance Area – The limits of the Contractor’s maintenance area are shown on the campus map in Attachment #3.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 BIDDER RESPONSIBILITY**

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

### **1.4.2 COST LIABILITY**

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

### **1.4.3 JOINT VENTURE**

If a joint venture is submitting a Proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Signature Page. All items on Appendix 1 must be completed by each party to the joint venture. Proposals should not include a structure that requires the University to create a joint venture with the Bidder(s).

### **1.4.4 BID ERRORS**

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

If, after the opening of Proposal but before Contract award, a Bidder discovers an error in its bid proposal, the Bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the Bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the Contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred

notwithstanding the Bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the Proposal.

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

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

#### **1.4.5 CONTENT OF PROPOSALS**

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

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

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

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

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



## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

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

Contractor - The Contractor is the Bidder awarded a Contract.

Director – Director of Procurement Services.

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

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

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

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

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

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

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Not applicable to this RFP**

### **3.0 SCOPE OF WORK**

#### **3.1 QUALITY**

All operations shall be undertaken in a professional and workmanlike manner in accordance with the principles of good horticultural practice and the standard of finished work shall be in keeping with this requirement and to the satisfaction of Bloomfield College of Montclair State University. All work shall be performed in accordance with the Environmental Landscape Management (ELM) philosophy and Environmental Sustainability concepts where environmental concerns are integrated into landscape maintenance. Water and energy conservation, fertilizer, and pesticide management, and the reuse of plant clippings are important components of ELM.

1. The Contractor's work will be subject to weekly inspection of the grounds.
2. Facilities reserves the right to let others contract for work on premises. The Contractor shall afford such other subcontractors adequate opportunity for the execution of their work.
3. The Contractor shall at no time assume the responsibility of performing additional work beyond that shown or specified and expect compensation for that work. Recommendations for additional work that may be required to adequately satisfy the requirements of the landscape maintenance program shall be forwarded to facilities in writing. Authorization to proceed with such work will be given to the Contractor in writing and only then should the work be performed.

#### **3.2 LABOR**

The Contractor shall provide all skilled and unskilled labor necessary for timely completion of the work in a high-quality manner.

1. The Contractor shall ensure that a foreman and/or lead persons or other competent person shall be present on site at all times when the work must be performed. Such person shall be capable and authorized to accept instructions from the University representative concerning the work at hand, and to ensure that the work is effectively carried out by the personnel under his charge. (In case of emergencies the Contractor shall provide a cell phone contact available 24/7 during the term of this contract to University's representative).
2. The University may issue instructions requiring the immediate exclusion of any of the Contractor's employees from the work or campus with or without cause at any time.
3. Contractor must provide contact information for an emergency contact to be available 24 hours / 7 days a week.

##### **3.2.1 WEEKEND WORK:**

If the Contractor wishes to work on Saturdays, Sundays, or holidays, prior notice must be given and permission obtained from the University representative. Where subcontractors are used on the work, the Contractor must ensure that they are aware of, and conform to this requirement. It is further understood that all weekend or holiday work performed will not be considered overtime or

billable unless the scope or project was agreed to prior in writing and the work is considered outside the normal scope. See Attachment # 1 Pricing Sheet (Required Alternate #4)

### **3.2.2 EQUIPMENT AND TOOLS**

1. The Contractor shall provide, at no additional cost, all tools, plant, equipment, transport, fuel and other appliances required for the proper completion of the work in a good and workmanlike manner to the true intent and meaning of this Specification. (e.g., vehicles, communication devices, computers).
2. All tools, materials, plant and equipment used on the contract work shall be used in a workmanlike manner and will comply with all applicable legal and safety requirements.

### **3.2.3 MATERIALS**

1. All materials used by the Contractor must be approved by the university representative before use. The Contractor shall supply all materials including, but not limited to tree stakes, and ties, trees, shrubs, mulch, gravel, topsoil, plants and seeds, fertilizers, herbicides, and the like for use on the maintenance areas. The contractor shall supply herbicides and chemicals where needed for maintenance activities within the scope of this contract.
2. Top soil – Top soil shall be a clean, natural loam, porous in texture to provide good drainage and adequate aeration, relatively free from subsoil, stones, and roots.
3. Grass seed – All grass seed shall be fresh, clean, and composed of varieties specified by the university representative.
4. Mulch – Quality mulch with no smell and dyed brown.
5. Herbicides – Herbicides for weed control may be used but must be non-injurious to plant materials. Strict attention must be paid to the amount and frequency of application as well as to the manufacturer's directions.

**3.2.4 CLEAN UP:** The Contractor shall clear away all rubbish and debris from all operations as the work proceeds. Contractor shall gather and remove all leaves, branches, limbs, twigs, and other such plant expulsion. Clippings, if excessive, must be immediately removed.

Earth, grass cuttings, and rubbish shall not be allowed to remain on footways. Any excavations shall be effectively covered and arrangements made for any watching or lighting necessary. All areas are to be left clean and tidy on completion of each day's work. On completion of the Contract, the Contractor shall remove all Contractor - provided structures used in connection with the work, clean up and leave the site in a clean and tidy condition and make good any damage.

**3.2.5 REMOVAL OF DEBRIS:** The Contractor shall be responsible for ensuring that all debris is removed from the campus and appropriately disposed.

### **3.3 LAWN MAINTENANCE CONSIDERATIONS - Mowing, Edging and Trimming**

The Contractor shall carry out all necessary preliminary inspections of the areas to be cut on each occasion, and remove isolated items of obstruction which might damage equipment or create a possible hazard to persons or property.

### **3.3.1 STANDARDS**

1. Contractor shall mow turf areas as needed according to seasonal growth. All grassed areas shall be mowed with appropriate machines to produce a standard of finish in keeping with the particular use of the area. In general, rotary, reel type, and/or mulching mowers shall be used wherever practical on smooth grass areas with the exception of steep banks which may require small rotary mowers for practical considerations. No more than 1/3 of the leaf blades should be removed per mowing. Rough grass may be cut with rotary or flail mowers.
2. Cutters to all mowers shall be sharp and properly set at all times to provide a quality cut and cut the grass cleanly and evenly. Mowing height will be according to grass type and variety. Mowers shall have their height of cut adjusted to mow to approximately a 2-inch minimum and so that at no time does "scalping" take place. In periods of prolonged drought, the grass shall be left after cutting with a height of not less than 2.5 inches. Contractor shall leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.
3. Contractor's mowers must have guards in the downward position when mowing is engaged.

### **3.3.2 CUTTING SCHEDULE**

1. All grass areas shall be cut between the months of March and December inclusive so that, at no time, is the grass allowed to grow above a height of 3 inches.
2. The Contractor shall prepare and submit a proposed mowing schedule to the university representative. The schedule should provide for completion of mowing one day per week, each week, providing some allowance for weather related delays. Mowing operations should commence no earlier than 8 a.m.

**3.3.3 EDGING AND TRIMMING:** Contractor shall edge tree rings and plant beds and all buildings, sidewalks, fences, driveways, parking lots, street curbs and other surfaced areas bordered by grass. All grass areas adjacent to hard surfaces shall be maintained with clean firm edges to prevent encroachment. This effect should be achieved using mechanical means or manually. Such trimming shall be by hand or approved mechanical means; to the same height as that left by mowing, and shall be required on each occasion that mowing takes place.

All grass edges shall be inspected and any necessary edging carried out during the month of April. Additionally, at the end of the normal grass cutting season and within six weeks of the final cut all such edges shall be trimmed to clean straight lines and smooth curves using an edging iron or its mechanical equivalent. All edged materials shall be removed as the work proceeds. Grass against walls and fences, around trees, lamp columns and other street furniture and in corners inaccessible to the normal mowers,

shall be controlled by mechanical trimming or by chemical means as directed by the university representative. Chemical treatment should only be used when the representative considers it safe and practical. Such treatment, when approved in advance, shall consist of two applications per year, using a liquid or granular herbicide. Such application shall be of minimum width to present an attractive appearance of the trim area.

**3.3.4 GRASS CLIPPINGS:** Grass clippings shall be spread out evenly to prevent damage to the grass beneath. Grass clippings should not be allowed to lie on paths, roads, drives and the like, but should be swept up and scattered evenly on adjoining grass areas. Where density of grass clippings is regarded by the university representative as detrimental, these shall be removed from site by the Contractor. Contractor shall not sweep, blow, or otherwise dispose of clippings in sewer drains.

**3.3.5 THATCH REMOVAL/SCALPING:** Removal of thatch should be considered when thatch thickness exceeds one inch.

**3.3.6 HERBICIDES:** Poisonous weeds shall be spray killed or otherwise removed as a part of this contract. The Contractor shall purchase and provide appropriate herbicides and chemicals.

1. All herbicides and chemicals used shall be those agreed with Bloomfield and no other chemical shall be used. The Contractor shall provide appropriate herbicides and chemicals.
2. The Contractor will inform the university representative a minimum of 48 hours and a maximum of 7 days prior to each intended treatment. Bloomfield reserves the right to defer the operations, or to suspend it if in progress, if in the opinion of the representative, the work is likely to be dangerous or damaging to the site, plant material, or members of the public. Pre-emergent herbicide is applied once a year. Post emergent and broadleaf (selective) is applied as needed (Integrated Pest Management). Fungicide is applied as needed. Grub control is applied once per year. Tree applications (birches, broadleaf, evergreen, elms, etc.) are applied when prudent.
3. The Contractor shall be responsible for the safe and proper storage and application of any herbicide to be used and shall comply with all general guidelines, herbicide and dye will not be left unattended unless placed in a securely locked box.
4. All persons employed on the handling and use of herbicides shall wear basic protective clothing in accordance with applicable regulations and safety practices.
5. In accordance with applicable State of New Jersey pesticide general guidelines, all herbicide operators shall hold certificates of competence appropriate to the type of operation in progress or shall work under the direct and personal supervision of a holder of such a certificate or certificates at all times. Bloomfield may inspect certificates of competence at any reasonable times and may suspend herbicide operations immediately in the event of certificated personnel being not present on site when herbicide application is in progress. A copy of the Applicator License and Pro fact must be given to the University.
6. The Contractor shall supply approved signs stating "Herbicide Application in Progress".

Sufficient signs will be erected by the Contractor before work commences to ensure that, as far as is reasonably practicable, members of the public are made aware that herbicide application is being, or is about to be, undertaken. All such signs shall remain in position throughout the operation and shall be removed immediately after it has been completed or as required by Code.

7. Dilution rates and rates of application of all chemicals shall be those specified by the university representative. According to manufactures label rates and weather conditions.
8. All bottles, tins, hags, wrappers or other form of container which have contained chemicals, shall, when empty, be disposed of in a safe and proper manner. All spray equipment shall be efficient, well maintained and free from leaks. The type of herbicide, type and size of spray nozzle, knapsack pressure, dilution and rate of application will be appropriate to the herbicide and site of application and must be agreed with the university representative before application commences.
9. Great care must be taken to ensure that no damage is done to shrubs, trees, bulbs or other planted material, or grass surfaces, whether owned by Bloomfield, residents, or other parties. To this end, maximum precautions must be taken to obtain accurate placement of herbicides, avoiding drift.
10. Spraying must not take place during windy or otherwise unsuitable weather conditions. Particular care will be taken to avoid damaging species with green or otherwise sensitive bark.
11. The application of granular herbicide shall be made by means of an approved spreader. The use of blue marker dye may occasionally be required by the university. The university will indicate his requirements where this applies. Where marker dye is used it shall be of a type that is compatible with the herbicide with which it is mixed. The handling and storage of marker dye shall be subject to the same requirements as with herbicides already described. Weeding, if necessary, at any other time, shall be hand weeding. The exact timing of this operation shall be determined after consultation with the university.
12. Contractor shall maintain on file, and immediately available to all employees Material Safety Data Sheets (MSDS) for all chemicals and herbicides used in the contractor's operations on site. All containers used to store chemicals and herbicides shall be appropriately labeled in accordance with applicable regulations.

**3.3.7 FUNGICIDES AND INSECTICIDES:** All lawn areas shall have a preventive program for all lawn insects and diseases. Materials shall be applied at the proper time and weather conditions.

**3.3.8 LIMING:** All lawn areas shall be limed annually in the early Spring, or as needed, to raise or maintain proper PH.

**3.3.9 SOIL TESTING:** Soil shall be tested in the Spring and Fall each year to determine fertilization and lime needs.

**3.3.10 LAWN FERTILIZATION:** Lawn fertilization shall be a commercial grade, mixed granules or pelletized fertilizer, of which not less than fifty (50) percent of the total nitrogen being slowly soluble and organic. Fertilizer shall be applied by an approved mechanical broadcast spreader or hand propelled broadcast spreader. Care shall be taken not to apply fertilizer when turf is wet or during windy conditions. Leaf removal shall be completed prior to fertilization. Fertilizer shall be swept or blown from all paved surfaces following application. Application of a crabgrass control will be added to the early spring fertilizing; an application of weed killer will be included with the spring and fall fertilizing schedule.

### **3.4 LANDSCAPE PLANT MAINTENANCE**

#### **3.4.1 PRUNING**

1. The regular pruning of ornamental trees and shrubs less than fifteen feet in height shall be carried out in order to attain the following objectives:
  - a. To promote new growth.
  - b. To increase the potential for future flowering/fruiting.
  - c. To maintain and improve health by removal of dead and diseased wood.
  - d. Avoid undue damage to adjacent plants and maintain the balance of species.
  - e. To prevent obstruction of sight lines at traffic corners and junctions.
  - f. To prevent encroachment on roads, paths and walkways,
  - g. To minimize hiding spots and other security hazards.
  - h. To prevent obstruction of light to windows of buildings.
2. Pruning shall be carried out by skilled labor only. It is recommended that an ISA Certified arborist be consulted and/or utilized for tree work.
3. All pruning, dead plants and other debris shall be gathered up, collected and removed from site, at the conclusion of each day's work.
4. All dead wood shall be cut out cleanly and removed and the plants pruned, trimmed, thinned out, shaped and tied in at the appropriate time, as necessary according to kind, species and variety.
5. Shrubs and other plants must not be allowed to grow out across paths, roads or cycle ways so as to cause a hazard to pedestrians or vehicles. Particular attention will be paid to road junctions and places where footpaths cross or meet roads and roadways.
6. Shrubs and trees shall not be allowed to grow in front of windows of buildings in a manner such as to cause obstruction of light. Where shrubs and trees have grown in front of buildings to the point of obstructing light, those shrubs shall be trimmed to a reasonable height within three years of the start of this contract.
7. All shrubs which in the opinion of the university representative, have exceeded the intended stature shall be reduced in height and/or spread or, in extreme cases, removed completely as the university representative directs.
8. Climbing plants shall be tied in and any wires, frames or supports inspected and repaired if necessary. This work shall be done at the time of pruning and at other times when the growth

of the plants makes it necessary and/or when damage has occurred.

9. The Contractor shall perform all the work described in this clause as part of his normal duties under the Contract and such items will not qualify for additional payment.
10. Care and pruning of ornamental trees within the described areas shall be the responsibility of this Contractor.

**3.4.2 MULCHING:** All mulched areas will be replenished once a year during the spring months (March – mid-April). Mulch should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the applied mulch. Mulch shall not be placed against the trunks of plants. Per

**Division of Fire Safety Uniform Fire Code 305.6:**

The use of combustible landscape materials, such as wood-based mulch products, is prohibited in any of the following conditions:

1. Within 18 inches of any building or structure;
2. Within 18 inches of a deck, porch, balcony, or any other portion of the building constructed of combustible material; or
3. Within 18 inches of any designated smoking area defined in section 310.2.

**Exceptions:**

1. Live plant material such as shrubs, flowers and trees provided that they are not located within 18 inches of the building or structure or beneath a combustible overhang with less than 6 feet of clearance.
2. Non-combustible building or structure exteriors that have no combustible components or trim with less than 3 feet clearance from grade.

**3.4.3 LEAF REMOVAL:** Contractor shall be responsible to remove fallen leaves from the contract area every fall. Leaf removal should be completed as soon as practical in the fall, with the goal to complete by early December if possible. Removed leaves should be composted or otherwise recycled by the Contractor at no additional expense to the Owner. Contractor shall be responsible for removing leaves and debris from below grade window wells to ensure window well drains are unobstructed and flow freely at all times.



### **3.4.2 HARD SURFACES**

1. The Contractor shall allow for one application of a total and residual weed killer in the form of a liquid spray to hard surface areas (reference “Herbicides” item 8). The area to be so treated will be specified by the university’s Representative. Contractor shall purchase and provide such weed killer and similar chemicals.
2. In the spring, Contractor shall remove sand and debris deposited from winter operations from all roadside grass or bed areas no later than April 1.

### **3.5 LANDSCAPE MAINTENANCE SCHEDULE**

#### **MARCH**

- Clean Up
- Thatching lawn area
- Clean lawn areas, all beds, and parking lot driveways throughout campus
- Seed
- Trim shrubs
- Edge and weed all sidewalk and bed areas
- Blow off parking lots and walkways of entire campus
- Mulch beds
- Dispose of all debris, leaves branches properly
- Soil testing

#### **EARLY MAY** (dates to be provided by Bloomfield College of Montclair State University):

- Plant flower beds, as agreed upon per RFP Section 3.7.

#### **APRIL THROUGH SEPTEMBER** – weekly

- Cut and edge lawn areas
- Weed beds as needed
- Blow off parking lots and sidewalks to give a neat appearance
- Spray parking lots and sidewalks with weed control
- Trim shrubs as needed
- Dispose of all debris properly

#### **OCTOBER THROUGH NOVEMBER** – weekly

- Cut and edge lawn areas
- Weed beds as needed
- Blow off parking lots and sidewalks to give a neat appearance
- Remove annuals from beds
- Leaf removal

- Dispose of all debris properly
- Soil testing

### **3.5.1 CHEMICAL TREATMENTS**

- Early Spring: Fertilizer with crabgrass control, lime. Treating all beds with weed control.
- Spring: Fertilizer with weed killer, insecticide
- Summer: Fertilizer with weed killer, insecticide
- Fall: Fertilizer with weed killer
- Late Fall: Fertilizer, lime

### **3.6 ADDITIONAL AGREEMENT TERMS**

**DAMAGE TO LANDSCAPE FEATURES:** The Contractor will be held responsible for any damage to trees, shrubs, hedges, grass or other soft or hard landscape features caused by his acts or his negligence including, but not limited to damage to lawn edging caused by vehicles travelling on sidewalks. In the case of minor superficial damage, the Contractor shall carry out such remedial measures as the Owner’s Representative shall direct. The university representative reserves the right, in all cases, to make alternative arrangements for the rectification of such damage, using his own or any other Agency.

**DAMAGE TO CURBS, ETC.:** The Contractor will be held responsible for any damage to the highways, roads, curbs, channels, footpaths, pavements, services, etc. caused by his acts or his negligence and he shall make good any such damage as may be caused at his own expense. The Contractor is to include for keeping the roadways, pavements and footpaths clear of soil, mud, grass cuttings and other obstructions to the satisfaction of the Local Highways Authority and the university representative.

### **3.7 PLANTING OF FLOWERS:**

Contractor to plant annuals in designated beds on a date indicated by Bloomfield. Selection of planting to be made in conjunction with Contractor and Bloomfield College of Montclair State University.

### **3.8 INVOICING**

After completion of services, the Contractor shall submit an invoice to the *Bloomfield College of Montclair State University Grounds & Landscaping Services Representative*.

#### **3.8.1 All invoicing MUST include:**

1. Purchase Order Number
2. Terms as bid
3. Contract serial number
4. Description of work performed
5. Grand Total of Invoice

Invoicing not having all the information listed above will be returned for corrections, delaying payment to the Contractor.

### **3.8.2 SCHEDULE**

The Contractor shall invoice on the following schedule:

- a. Invoice monthly for the all-inclusive price from March to December for ten (10) monthly invoices yearly. Each invoice shall be 10% of the total yearly cost.
- b. Any services not defined within this RFP shall be billed at the agreed-upon hourly rate and markup % listed in the awarded price sheet. The contractor is not authorized to proceed without approval for services that are not defined within this RFP.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a Proposal must arrive at Procurement Services in accordance with the instructions on the RFP Signature Page.

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

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

### **4.3 SUBMISSION OF PROPOSAL**

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

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

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

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

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

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

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

#### **4.4 NUMBER OF PROPOSAL COPIES**

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

#### **4.5 PROPOSAL CONTENT**

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

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

#### **4.6 PRICING**

The Bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #1). Failure to submit all information required will result in the Proposal being considered non-responsive unless the University determines the information is not material and may be waived. Each Bidder is required to hold its prices firm through issuance of the Contract.

##### **4.6.1 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a Contract award from being made to the Bidder.

#### **4.7 TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS**

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

1. Summary Information Sheet (Attachment # 2) – Bidders must complete and provide with its Proposal
2. Pesticide Applicator License - Contractor must have a licensed pesticide applicator available on staff. A copy of the license must be provided with bidders 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 required for this RFP.

#### **4.8.2 FINANCIAL CAPABILITY OF THE BIDDER**

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

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

The Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Proposal. Each page of the financial information that the Bidder considers confidential must also be clearly and prominently marked "confidential." The University reserves the right to make the determination whether to accept the Bidder's assertion of confidentiality and will advise the Bidder accordingly.

#### **4.8.3 PUBLIC WORKS CONTRACTOR REGISTRATION**

Not applicable for this RFP.

## **5.0 PROPOSAL EVALUATION**

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

### **5.1 EVALUATION CRITERIA**

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

#### **5.1.1 TECHNICAL EVALUATION CRITERIA**

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

1. 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 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/>.

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	<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. This includes both Attachment # 2 – Summary Information Sheet and a copy of the Bidder's Pesticide Applicator License	Yes
2. STANDARD SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL</u> .		
#	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	Yes
6	<b><u>PUBLIC WORKS REGISTRATION</u></b> – 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	<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.

**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 \_\_\_\_\_

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Signature

Date

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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 - **\*EMERGENCY CONTACT MUST BE AVAILABLE 24 HOURS / 7 DAYS A WEEK\***

\_\_\_\_\_

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

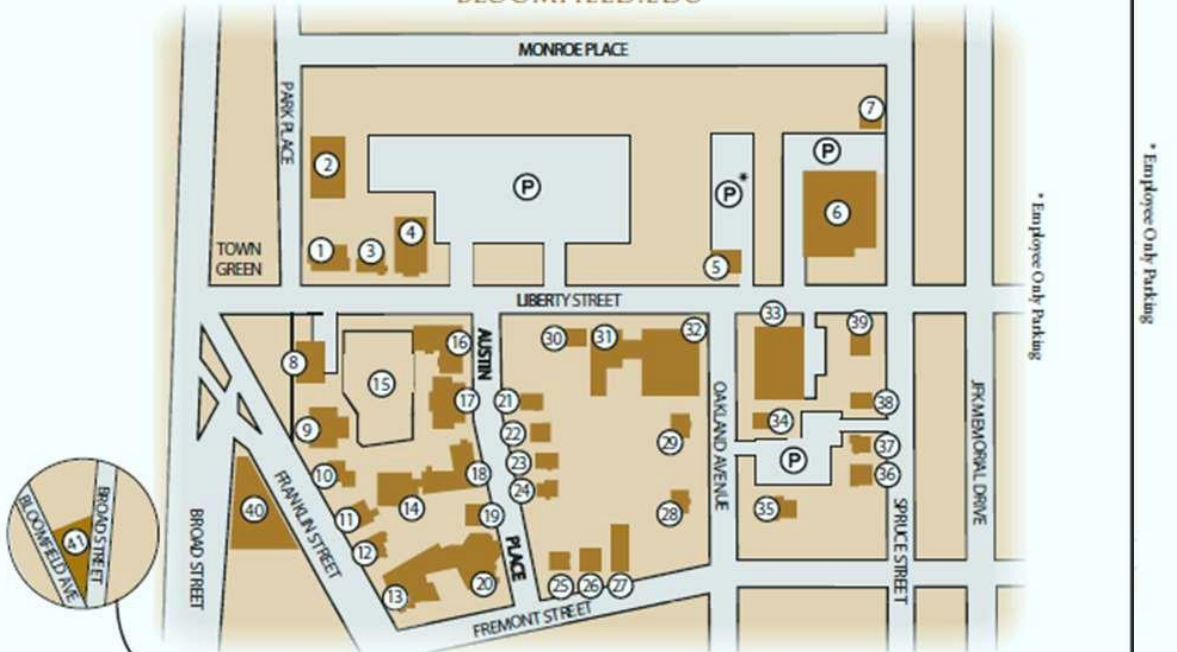
TERMINATED CONTRACT: \_\_\_\_\_

TERMINATED CONTRACT: \_\_\_\_\_

# ATTACHMENT # 3 - Campus Map

## BLOOMFIELD COLLEGE CAMPUS MAP

BLOOMFIELD.EDU



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| <ol style="list-style-type: none"> <li>1. 1 Park Place<br/>Office of Enrollment<br/>Management &amp; Admission</li> <li>2. 23 Park Place Residence Hall</li> <li>3. 229 Liberty<br/>Office of Academic Advising<br/>Registrar</li> <li>4. 225 Liberty Street Residence Hall<br/>Security Office<br/>Upperclassmen Residence</li> <li>5. 185 Liberty<br/>Information Technology<br/>Help Desk</li> <li>6. College Hall<br/>Adjunct Faculty Lounge<br/>Classrooms/Labs<br/>Division of Natural Science &amp;<br/>Mathematics</li> <li>7. 102 Spruce<br/>Visiting Professor Residence</li> <li>8. Seibert Hall<br/>Division of Humanities<br/>President's Office</li> <li>9. Knox Hall<br/>Business Office<br/>Information Services Office<br/>Institutional Research &amp;<br/>Assessment Office<br/>Student Financial Services</li> <li>10. Richards Hall<br/>Physical Plant<br/>Mail Room</li> <li>11. Voorhees Hall<br/>EOF Office/Liberty Academy</li> </ol> | <ol style="list-style-type: none"> <li>12. Jarvie Hall<br/>Division of Education</li> <li>13. Robert V. Van Fossan Theatre</li> <li>14. Learning Resource Center<br/>Disability Services<br/>SSS - Star Office<br/>Center for Innovation in Teaching<br/>to Enhance Learning (CITEL)</li> <li>15. College Quad</li> <li>16. Clee Hall<br/>First-Year Residence</li> <li>17. Talbott Hall - Student Center<br/>Center for Student Leadership &amp;<br/>Engagement<br/>Deacon's Den<br/>Meeting Rooms<br/>Wellness Center</li> <li>18. Schweitzer Hall<br/>Dining Hall<br/>First-Year Residence</li> <li>19. Center for Career Development<br/>Student Employment Offices</li> <li>20. Westminster Hall<br/>Classrooms</li> <li>21-25. Upperclassmen Student Residences<br/>19 Austin<br/>21 Austin<br/>23 Austin<br/>25 Austin<br/>61 Fremont</li> <li>26. Division of Social &amp; Behavioral Science</li> <li>27. Division of Business</li> </ol> | <ol style="list-style-type: none"> <li>28. Office of Institutional Advancement<br/>Alumni Affairs<br/>Development<br/>Communications</li> <li>29. Francis M. McLaughlin Division of<br/>Nursing</li> <li>30. Student Affairs</li> <li>31. Center for Technology + Creativity<br/>Division of Creative Arts and Technology</li> <li>32. College Library<br/>Center for Teaching &amp; Learning with<br/>Technology<br/>Learning Hub<br/>Media Center<br/>Scott H. Kaplan Art Gallery</li> <li>33. Gymnasium/Athletics</li> <li>34. Office of Academic Affairs</li> <li>35-38. Upperclassmen Student Residences<br/>61 Oakland<br/>58 Spruce<br/>60 Spruce<br/>68 Spruce</li> <li>39. 164 Liberty</li> <li>40. Franklin Street Residence Hall<br/>Residential Education &amp; Housing<br/>Test Center<br/>Bookstore<br/>Upperclassmen Residence</li> <li>41. 2 Broad Street<br/>Classrooms/Labs<br/>PBI Grant Office<br/>International Training &amp; Professional<br/>Studies<br/>Marketing Office</li> </ol> |
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