

# MONTCLAIR

## STATE UNIVERSITY

### Request for Proposal # 1599

## For: Fire Alarm Systems Inspection and Maintenance

Event	Date	Time
Request For Proposal Issuance	May 29, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	June 12, 2024	10:00 AM
Questions Due	June 17, 2024	2:00 PM
Answers Posted (approximate date and time)	June 24, 2024	2:00 PM
<b>Bid Submission Due Date</b> (Refer to RFP Section 4.0 for more information.)	July 9, 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>1599</b>	
FOR: Fire Alarm Systems Inspection and Maintenance	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 <u>July 9, 2024</u> , AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):	
<b>OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3<sup>RD</sup> FLOOR 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 29, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	June 12, 2024	10:00 AM
Questions Due	June 17, 2024	2:00 PM
Answers Posted (approximate date and time)	June 24, 2024	2:00 PM
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	July 9, 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:

Third Floor Lobby of the Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424.

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

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

#### 1.1.3 QUESTIONS AND ANSWERS

Procurement Services will accept questions and inquiries from all potential Bidders via e-mail to [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 Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to solicit bid proposals from qualified professionals who specialize in providing Fire Alarm Systems Inspection and Maintenance.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. 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".

Project Specific: The contractor must have the ability to provide Fire Alarm Systems Inspection and Maintenance to the locations detailed in this RFP in Exhibit A Inventory Pricing Sheet. Below is a link providing a detailed map showing Montclair State University properties:

## **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**

Not Applicable.

### 3.0 SCOPE OF WORK

This RFP includes Fire Alarm Systems Inspection and Maintenance services as outlined in this RFP for both **Montclair State University's Main Campus and Montclair State University's Bloomfield College Campus**:

1. **Maintenance services** – Repair service, including periodic inspections and tests required to keep the fire alarm system and its component parts in an operative condition at all times, and the replacement of the system or its components when they become undependable or inoperable for any reason.
2. **Emergency service calls** – Calls placed to Contractor for service after business hours, weekends, and holidays.

### 3.1 GENERAL

3.1.1 All inspection, testing and maintenance shall be performed as described in this specification. The provisions of the New Jersey Uniform Fire Code (N.J.A.C. 5:70-1 et seq., 5:71-1 et seq., 5:72-1 et seq., 5:73-1 et seq., 5:75-1 et seq., and 5:23A-1 et seq.) and NFPA 72, most current edition, shall govern the operation, maintenance and testing of all existing fire protection systems, devices, units and fire safety equipment and are incorporated herein. This includes addressable Notifier panels, Fire-Lite conventional panels, CWSI panels at Montclair State University main campus and DMP panels, Vista panels, Bosch Radionics panels, Edwards panels, Simplex panels, Fire-Lite panels, and Silent Knight fire panels at Montclair State University Bloomfield College campus

3.1.2 Inspection, testing, maintenance, and emergency service will consist of the following:

3.1.2.1 Monthly, semi-annual and annual visual inspections, sensitivity testing, operational testing and other testing of the Fire Alarm Systems including but not limited to smoke detectors, duct smoke detectors, wireless smoke detectors, beam smoke detectors, heat detectors, carbon monoxide detectors, pull stations, door holders, audio/visual alarm devices, ONYXWorks system, smoke evacuation systems, stairwell pressurization systems, and all other devices or systems, shall be conducted in compliance with the New Jersey Uniform Fire Code. The contractor must issue written certification of annual test results to the designated Montclair State University representative within 5 working days of conducting any inspection. Any deficiencies found during the annual testing shall be corrected immediately. The contractor's certification of test and inspection form shall be the same or equal to that depicted in NFPA 72, most current edition, and is required to be typewritten. Deficiencies, corrective action and documentation shall be in full compliance with NFPA 72, most current edition.

3.1.2.2 Subcontracting of any work or service under this specification is strictly prohibited for main campus. Contractor can submit name and certifications for sub-contractor for Bloomfield campus. Sub-contractor shall adhere to all provisions in the RFP.

3.1.2.3 Annual cleaning of all field devices including but not limited to system and wireless smoke detectors, heat detectors, duct detectors, beam smoke detectors, and manual pull stations.

3.1.2.4 Twenty-four hour emergency service including but not limited to calls necessitated by acts of vandalism and system malfunction accordance with Section 3.7 of this specification.

3.1.2.5 Should the contractor determine that, at any time, the existing conditions require modifications; the contractor shall promptly report such matters to the designated University representative for consideration and decision.

3.1.2.6 During the period of the contract or any extension thereof, the University reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Contractor will be given seven (7) days' notice to implement requested change.

3.1.2.7 The Contractor, or its authorized representative, is required to meet monthly with the designated University representative(s) to discuss all services.

3.1.2.8 There will be a meeting between the Contractor and the University prior to the start of work. At this time the contractor will be required to submit a written plan of operations to the University. This plan shall contain schedules which indicate start dates, end dates, durations of activities and procedures for the work, and must be approved by the designated Montclair State University representative.

3.1.2.9 The Contractor certifies that an independent investigation and analysis of the conditions and required services has been conducted, the Contractor fully understands its obligations, and the Contractor will not make any claim for, or have a right to cancellation or relief without penalty due to any omission or lack of information on the part of the University.

3.1.2.10 All contractor personnel are required to sign in and out with the designated University Representative during regular working hours (Monday through Friday 8:00 a.m. to 4:30 p.m.) and University Police at all other times when responding to routine maintenance and service calls. Work performed without evidence of registration with the appropriate authority for work, may be cause for invoices to be rejected.

3.1.2.11 Payments will be made in 4 equal quarterly payments. Invoices for these quarterly payments shall be submitted by the Contractor and shall include a written report of monthly activity. Violation or non-performance of any provision of this contract may be cause for invoices to be delayed or rejected.

3.1.2.12 Invoices for parts provided under this agreement shall include the factory or supplier price charged to the Contractor and the markup identified for materials. The University has the right to request copies of all invoices from the factory or any suppliers, which the contractor must provide upon request.

3.1.2.13 Repairs or additional work not covered by the contract must be submitted to the University on a Monthly basis.

## **3.2 CONTRACTOR'S PERSONNEL**

3.2.1 All personnel shall be physically able to do their assigned work.

3.2.2 All personnel shall be capable employees thoroughly trained, qualified and certified in the work assigned to them, as described in this specification.

3.2.3 All personnel must observe all regulations in effect at the University. While on University property employees shall be subject to control of the University, but under no circumstances shall such persons be deemed to be employees of the Montclair State University.

3.2.4 The contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall be responsible for all behavior and activities of all its employees at all times during the performance of the work of this contract.

3.2.5 The designated University representative may direct the contractor to transfer from the work crew employees who are found in the sole discretion of Montclair State University to be incompetent, prone to excessive tardiness, absenteeism, theft, or other just cause.

3.2.6 All of the Contractor's employees shall be subject to such security clearance and background checks, as the University Police Chief shall require.

3.3.7 The contractor shall be responsible for insuring that all articles found by his employees in or near the premises are turned in at lost and found department located in University Police and Security headquarters.

3.2.8 Work performed under this contract must comply with all applicable OSHA standards.

3.2.9 The contractor shall supervise, direct the work and be solely responsible for all installation techniques, sequences, and procedures and for coordinating all portions of the work under this contract to the satisfaction of the designated University representative.

3.2.10 The contractor, at all times is to park in the university's parking garage. The contractor is responsible for all costs to park said vehicles for service, maintenance or meetings being held on campus. No service vehicles are allowed to drive through or park on campus.

## **3.3 STORAGE, CLEANING AND FINAL CLEAN UP**

3.3.1 The contractor shall confine his apparatus, the storage of his equipment, tools and materials, his operations and his workmen to areas permitted by rules and regulation of the University, or as ordered by the designated University representative, or a designee, and shall not unreasonably encumber the site or premises with materials, tools and equipment.

3.3.2 The contractor shall at all times during the progress of the work keep the premises and the site free from accumulations of all refuse, rubbish, scrap materials and debris caused by his operations; to the end that at all times the premises and site shall present a safe, neat, orderly and

workmanlike appearance. This is to be accomplished by the removal of such material, debris, etc. from the site and the University premises as frequently as is necessary. Loading, cartage, hauling and dumping will be at the contractor's expense.

3.3.3 At the completion of any work, the contractor shall immediately remove all his tools and equipment from the project site and leave all work areas in a broom-clean condition.

3.3.4 If the contractor fails to promptly and properly fulfill the obligations relating to cleaning and final clean up, the University shall have the right to employ others and to charge the cost thereof to the contract. Further, final payment will be withheld until the University deems the area acceptable.

3.3.5 The contractor shall have the right of access to those areas of the site designated as work areas.

3.3.6 The contractor shall not enter other areas of the site without permission of the University.

## **3.4 INSPECTIONS**

3.4.1 Annual, semi-annual, and monthly fire alarm system visual inspections, functional testing and preventive maintenance inspections: the following provisions shall apply:

3.4.1.1 The contractor shall meet with the designated University representative within the first five (5) business days of the beginning of each established and agreed upon testing cycle in order to establish a schedule for conducting annual preventive maintenance inspections for all campus buildings.

3.4.1.2 Within ten (10) business days following the determination of the inspection schedule, the contractor shall submit a program of standardized maintenance routines applicable to the University equipment. Each schedule shall list the equipment, location, and appropriate preventive maintenance functions to be performed during the inspection. Required testing procedures must conform to the New Jersey Uniform Fire Code. Previous submittals for other work at the University shall not be considered as satisfying this requirement.

## **3.5 Smoke Sensing Devices**

3.5.2.1 All smoke sensing devices shall be cleaned; wireless and system smoke detectors as well as duct type smoke detectors, shall be brushed and vacuumed or cleaned in accordance with the manufacturer's instructions. The use of canned air to blow the devices clean is unacceptable to the University.

3.5.2.2 All smoke detectors shall be checked for smoke entry using a listed aerosol that is acceptable to the manufacturer or approved device that is UL Listed for smoke entry testing. Under no circumstances shall the use of a magnet or push to test switch substitute for the smoke entry test.

3.5.2.3 All smoke detectors shall be visually inspected to verify that there is no blockage, or change of room layout or architecture.

3.5.2.4 All smoke detectors shall have their sensitivity recorded each year. Sensitivity shall be determined by a UL Listed software program within the fire alarm operating system or a UL Listed test tool approved by the manufacturer for the device or a UL Listed tool that applies a measured amount of aerosol of a type approved by the manufacture of the device.

3.5.2.5 As part of the annual testing and maintenance of the wireless smoke detectors, each detector battery shall be replaced by the contractor (at no additional cost to the University).

3.5.2.6 Air Duct Type Smoke Detectors shall be tested or inspected to ensure that the device will sample the air stream. The test shall be made in accordance with the manufacturer's instructions.

3.5.2.7 Beam Type Smoke Detectors shall be tested by introducing smoke, other aerosol, or an optical filter into the beam path as approved by the manufacturer.

### **3.5.3 Smoke Evacuation System**

3.5.3.1 Smoke evacuation system shall be tested by introducing smoke, other aerosol, or optical filter into the beam smoke detector path or introducing smoke into any ceiling smoke detector. Contractor is to verify that the entire sequence of operations is fully functional upon activation of the system. The test shall be made in accordance with manufacturer's instructions. This shall include all doors, windows, power supplies and other devices in the design of the smoke control system.

### **3.5.4 Stairwell Pressurization System**

3.5.4.1 Stairwell pressurization systems shall be tested in accordance with manufacturer's instructions. This will include monthly inspections of all components of these systems Contractor is to verify that the entire sequence of operations is fully functional upon activation of the system.

### **3.5.5 Heat Sensing Detectors**

3.5.5.1 All Rate of Rise or Rate Compensation type heat detectors shall be tested in accordance with manufacturer's instructions. for operation with a hot wash rag also used to clean any debris from the device. Said wash rag shall be wrung out and relatively dry. Instead of a wash rag a heat gun (blower) shall be acceptable; if the heat from the gun (blower) does not actuate the device within 18 seconds the device has failed the test.

### **3.5.6 Fixed Temperature Non-Restorable**

3.5.6.1 Type Heat Detectors. Heat test shall not be performed. Functionality shall be tested mechanically and electrically. Loop resistance shall be measured and recorded. Changes from acceptance test shall be investigated.

3.5.6.2 After 15 years from initial installation, all devices shall be replaced or two detectors per 100 shall be laboratory tested. The two detectors shall be replaced with new devices. If a failure occurs on any of the detectors removed, additional detectors shall be removed and tested, and a written report of findings must be provided to the University representative.

3.5.6.3 If detectors are tested instead of replaced, tests shall be repeated at intervals of 5 years.

### **3.5.7 Manual Pull Stations**

3.5.7.1 Manual pull stations shall be tested by operating the device as it is intended to be used in emergency situations, the device shall not be opened with a key for testing. The key shall only be used for resetting or restoring the device.

### **3.5.8 Sprinkler Alarm and Supervisory Devices**

3.5.8.1 Mechanical, electrosonic, or pressure-type waterflow device

3.5.8.2 Water shall be flowed through an inspector's test connection indicating the flow of water equal to that from a single sprinkler of the smallest orifice size installed in the system for wet-pipe systems, or an alarm test bypass connection for dry-pipe or pre-action systems.

#### **3.5.8.3 Control valve switch**

3.5.8.3.1 Valve shall be operated and signal receipt shall be verified to be within the first two revolutions of the hand wheel or within one-fifth of the travel distance, or per the manufacturer's specifications.

3.5.8.3.2 The system shall not return to normal until the valve is fully returned to its normal or open position.

#### **3.5.8.4 High, Low or High/Low-air pressure switch**

3.5.8.4.1 The switch shall be operated. Receipt of signal obtained where the required pressure is increased or decreased a maximum 10 psi from the required pressure level shall be verified.

#### **3.5.8.5 Room temperature switch**

3.5.8.5.1 Receipt of signal to indicate the decrease in room temperature to 40°F and its restoration to above 40°F shall be verified. This test may be performed with an aerosol type "freeze it" or similar product used to shock chill electronic components.

### **3.5.9 Alarm Notification Appliances**

3.5.9.1 Audible Sound pressure level shall be measured with sound level meter meeting ANSI S1.4a and NFPA 72.

3.5.9.2 Levels throughout protected area shall be measured and recorded.

### **3.5.10 Visible Notification Appliances**

3.5.10.1 Test shall be performed in accordance with the manufacturer's instructions. Appliance locations shall be verified to be per approved layout and it shall be confirmed that no floor plan changes affect the approved layout.

3.5.10.2 Verify that the candela rating marking agrees with the approved drawings, where no drawings are available simply record the rating for future verification.

### **3.5.11 Graphical Reporting Verification**

3.5.11.1 Contractor shall assign one (1) employee to be stationed in University Police to verify that all alarms are reporting properly to the ONYXWorks workstation during testing.

### **3.5.12 Testing Procedures**

3.5.12.1 Within five (5) business days following each annual preventive maintenance inspection of each building, the contractor must issue a signed certification of annual test results. Any deficiencies found during the annual testing shall be corrected immediately. This certification must be submitted to the designated University representative and shall typewritten, complete, and shall indicate date, time of test, by person or persons involved, measured valves, visual observations, results of service, etc. This certification and all records must also comply with requirements described in NFPA 72, most current edition and any State requirements.

3.5.12.2 The contractor if requested by the University will use the University's software for inspections and repairs. It will be the requirement of the contractor to supply a laptop computer for the service personnel performing inspections and maintenance. The contractor will be responsible for the cost of training its personnel on the University's software. Inspection reports will be inputted into the system, and the University holds all rights.

3.5.12.3 When testing any fire alarm system, twenty-four (24) hour notification shall be given to University Police and Fire Safety personnel before initiation of the tests. This will allow the required prior notice being given to local responding municipal fire departments.

3.5.12.4 All testing of fire alarm systems and components shall be subject to appropriate testing to assure that the fire alarm system and components are operating in accordance with the NJ Uniform Fire Code and NFPA 72, most current edition. Service reports shall indicate that the equipment and systems have been tested and are operating as required.

3.5.12.5 The contractor is to perform tests to verify and ensure ongoing communication between all buildings and the fire alarm graphical workstations located at University Police and Fire Safety.



3.5.12.6 The contractor is to ensure that all systems are maintained while in full operating condition.

3.5.12.7 The contractor is to test all emergency power supplies to insure that in the event of a main power failure the emergency power supply on each system is capable of indicating both audibly and visually, trouble and alarm signals at the control panel in accordance with the New Jersey Uniform Fire Code.

3.5.12.8 The contractor must repair or replace all defective parts discovered during tests and inspections with new components. Replacement parts will be reimbursed to the contractor based on the rate included in the bid.

3.5.12.9 The contractor will warrantee all replacement parts for a minimum of three years.

3.5.12.10 The contractor shall perform all inspections, testing and preventive maintenance under this agreement during regular working hours (see Paragraph 3.1).

3.5.12.11 Prior to the start of work, the contractor must submit to Montclair State University for review the methods of testing and cleaning of all devices, listing all equipment to be used, and manufacturers of testing equipment, along with a cut sheet of equipment.

### **3.6 FIRM ALARM SYSTEMS REPAIR AND MAINTENANCE SERVICES**

3.6.1 The contractor shall provide complete maintenance and repair services on all fire protective signaling/fire alarm systems. This including includes addressable Notifier panels, Notifier conventional panels, Fire-Lite conventional panels, CWSI panels at Montclair State University and DMP panels, Vista panels, Bosch Radionics panels, Edwards EST panels, Simplex panels, Fire-Lite panels, and Silent Knight fire panels at Montclair State University Bloomfield College campus, and equipment, automatic smoke and heat detectors, and associated peripheral devices, alarm indicating and initiating devices, modules, relays and auxiliaries in conformance with the most current edition of NJ Uniform Fire Code, NFPA 72, and all manufacturer's instructions. Replacement parts and labor will be reimbursed to the contractor based at the rate included in the bid.

3.6.2 The contractor shall provide complete maintenance and repair services for all parts of the universities central receiving systems, including all PC and work stations associated with the ONYXWorks system.

3.6.3 The contractor shall be responsible for updating all existing university owned graphics and AutoCAD files associated with the universities monitoring system. Rates must be included in the bid.

3.6.4 The contractor is to insure that all systems are maintained in full operating condition.

3.6.5 The contractor is to correct any abnormal conditions that may exist in the systems wiring to include but not be limited to shorts, opens, grounds or foreign voltage.

3.6.6 All life safety equipment shall be UL Listed as part of a fire protection system.

3.6.7 The equipment and parts supplied are to be of current design compatible with existing components and the latest model of regular stock product. Such parts are in production and are not likely to be discontinued. Parts are to be installed in accordance with manufacturers' specifications and written instructions. Upon request from the designated University representative, the contractor must furnish a copy of manufacturer's specifications and installation sheets.

3.6.8 All maintenance of fire alarm systems and components shall be subject to appropriate testing to assure that the fire alarm system and components are operating in accordance with the NJ Uniform Fire Code and NFPA 72, most current edition. Service reports shall indicate that the equipment and systems have been tested and are fully operational.

3.6.9 The contractor is to clean and test all smoke detectors, heat detectors, C.O. detectors, pull stations, smoke doors and all other fire alarm devices including all 120v and battery operated detectors, annually at no additional charge to the University

3.6.10 In the event of a breakdown or malfunction, contractor is to be onsite within two (2) working hours of notification by a Montclair State University representative.

3.6.11 The University shall be notified in writing of any condition that will prevent full system operation for a period of greater than 24 hours.

3.6.12 Service calls placed between the hours 8:00 am and 4:30 pm will be paid at the rate in the bid. If a service call is placed between 8:00 am and 4:30 pm the contractor must finish the repair at the normal rate. No overtime charge will be applied.

3.6.13 The contractor must be on site to start repairs within two (2) hours of all service calls. No overtime rate can be charged for service.

3.6.14 The contractor must repair or replace all defective parts and complete components with new components. The contractor must submit a written cost proposal, outlining the scope of the necessary repairs, including justification for each item of work scope, and including an itemized material and labor cost breakdown.

3.6.15 The contractor will warrantee all replacement parts and labor for a minimum of three years.

3.6.16 All equipment operated by electric current must be UL listed.

3.6.17 The contractor shall not shut down any equipment unless permission is first obtained from the designated University representative.

3.6.18 The contractor must ensure that communication is fully functional between the fire alarm panels and all University monitoring systems, after each and every service call.

3.6.17 The contractor must sign in and sign out while performing service work, at the location determined by the University. Failure to sign in and out will result in invoices for service work not being paid.

3.6.18 The contractor must contact the Fire Safety Compliance Coordinator when arriving on campus for service work and notify him when service is complete.

3.6.19 It shall be the responsibility of the contractor upon the termination of the contract to leave the equipment and systems in first class operating conditions, fully functional and code compliant.

3.6.20 Office must maintain sufficient stock of all fire alarm system parts, especially all fire alarm control panel CPU's, in order to make necessary repairs to the fire alarm system the same day of the service call. The University shall have the right to inspect the existing stock of fire alarm parts on hand at the contractor's office.

3.6.21 If the contractor does not have CWSI Certification, the contractor must have personnel qualified to work on the following panels: *DMP, Holmes, Silent Knight, and Symplex*. The contractor must provide factory certification or proof of service.

### **3.7 EMERGENCY SERVICE**

The following provisions shall apply to emergency service:

3.7.1 Emergency service is considered to be work performed at times other than normal working hours (see Paragraph 3.1). Calls placed during normal working hours are not considered emergency service and are covered under Section 3.7 of this Specification.

3.7.2 The contractor shall provide 24-hour service with a two (2) hour response time onsite from the time of notification by University personnel. The contractor must be on site within two (2) hours to inspect, evaluate and repair any malfunctioning fire alarm system or devices.

3.7.3 The contractor must repair or replace all defective parts and complete components with new components. Labor costs are paid in accordance with the labor rates provided for emergency service.

3.7.4 For work that cannot be completed during the initial emergency service call the Contractor will be paid for the time spent on the emergency service call. Completion of the work may be scheduled under Section 3.7 of this Specification.

### **3.8 PRE-EXISTING CONDITIONS**

The following provisions shall apply to pre-existing conditions:

3.8.1 As-built drawings, building drawings, installer codes, and programming codes may not be provided for any buildings by the University. This will not prevent the contractor from fulfilling its obligations to the contract.

3.8.2 It is the requirement of the contractor to download all fire alarm program's code, and to supply the university a copy of each buildings fire alarm program, and to supply the university a new copy within ten business (10) days when changes are made. This will be at no additional cost to the University.

3.8.3 The contractor shall supply the University within the first year of the contract, an Auto-Cad drawing digital and hard copy PDF of each buildings fire alarm system, plotting the locations of all devices and all parts of the fire alarm system at no additional charge to the university, building base layers will be provided to the contractor.

### **3.9 SYSTEM ENHANCEMENTS**

3.9.1 At the request of Montclair State University, the contractor may be required to provide system enhancements, including but not limited to, additional devices added to existing alarm systems or the installation of a new system. Upon request, contractor shall provide the University with a line item chart at the labor and material rates provided in this bid listing the cost for replacement for all devices and appliances now in use at the University

3.9.2 This list shall include but not be limited to single station smoke detectors with audible bases, system smoke detectors, audible bases, relay bases, duct smoke detectors, beam type smoke detectors, control modules, monitor modules, heat detectors (rate of rise, rate compensation and fixed types), manual pull stations, protective covers for manual pull stations, speaker/strobe appliances, speakers, strobes, and sprinkler alarm and supervisory devices.

3.9.3 Upon request, contractor shall provide a price for programming the system on an hourly basis for future additions and or changes to the system.

3.9.4 The contractor must be capable of making all repairs to the ONYXWorks network hardware (gateways) and be able to incorporate future buildings into network.

3.9.5 The contractor must be capable of updating university-owned as-built drawings and ONYXWorks graphics after any modifications or additions are made to the fire alarm system.

3.9.6 The contractor must provide a price for updating university-owned as-built drawings and ONYX Works graphics after any modifications or additions are made to the fire alarm system.

3.9.7 The contractor must make any changes to as-built drawings using AutoCAD 2025.

3.9.8 The contractor must be capable of making all repairs and expansions to the CWSI wireless fire alarm systems onsite and be capable to interface the CWSI fire alarm systems with the Notifier fire alarm control panels.

3.9.10 The contractor must have a Notifier-licensed laptop dedicated to Montclair State University.

### **3.10 TRAINING**

The contractor may be required to provide training for University personnel regarding the operation of fire alarm panels and computer monitoring system. It is anticipated that all training will not all occur during normal business hours. All training will be provided at no additional charge. The University shall be allowed to film all training for future use at no additional cost.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

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

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

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

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

### **4.3 SUBMISSION OF PROPOSAL**

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

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

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

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

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

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

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

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

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

#### **4.5 PROPOSAL CONTENT**

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

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

#### **4.6 PRICING**

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

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

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

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

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

1. Summary Information Sheet (Attachment # 2) – Bidders must complete and provide with its Proposal
2. Organization Structure – The Bidder must provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term. This should include management, supervisory, key personnel assigned to the Contract, and backups for key personnel.
3. Certifications - Contractors shall be licensed, of known reputation and shall employ sufficiently qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Contractors shall submit evidence of qualifications to meet all requirements as required by the Contracting Officer. The following certifications, factory certifications, and licenses, must be submitted as part of your bid package:

1. **Factory Authorized Notifier dealer**
2. **Factory Authorized CWSI dealer (Expired is acceptable) or a statement of submission that your firm has worked on CWSI**
  - Note: If your firm does not have CWSI Certification, the contractor must have personnel qualified to work on the following panels: DMP, Holmes, Silent Knight, and Symplex. The contractor must provide factory certification or a statement of submission that your firm has worked on these panels.
3. **NICET IV Fire Alarm Systems certification(s):** This should include NICET II, NICET III Inspection and Testing of Water-Based Systems certification, and NICET IV but please submit all certifications held.
4. **New Jersey State Fire Protection Equipment Contractor Permit in Fire Protection Equipment Systems** (should be provided with bid, must be confirmed prior to award)
5. **State of New Jersey Electrical Business Permit (Valid in your company's name only)** (should be provided with bid, must be confirmed prior to award)

4. The Bidder should speak to its experience with the ONYXWorks network as well as Notifier Inspire N16 and other systems that are referenced within RFP Section 3.0.
5. The bidder should submit the names and locations (minimum of three) of facilities of similar size, scope, and complexity (i.e., multiple fire alarm systems and an ONYXWorks network) as are currently at Montclair State University that the contractor has installed and serviced.
6. The office should be within a twenty-five (25) mile radius of the campus. Bidder should provide Montclair State University with the address and location of this office.
7. The bidder should submit names of references (minimum of three) from projects completed of similar size, scope, and complexity (i.e. multiple fire alarm systems and an ONYXWorks network) as is currently at Montclair State University within the last five (5) years.
8. Financial – Refer to RFP Section 4.8.2 for instructions.

#### **4.8 REQUIRED SUPPORTING BID DOCUMENTS**

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

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

##### **4.8.1 BID SECURITY**

Not applicable for this RFP

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

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**

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

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

For additional information the following web site should be checked:

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

## **5.0 PROPOSAL EVALUATION**

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

### **5.1 EVALUATION CRITERIA**

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

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

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

1. Project 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.
3. Higher Ed Experience: Bidder's documented experience with public work and/or higher education experience, preferably in New Jersey. This may include past performance.

#### **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 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.

### **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 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/>.

## **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**

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

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

## **7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

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

## **7.8 SUBSTITUTION OF STAFF**

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

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

## **7.9 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

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

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

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

## APPENDIX #1 - REQUIRED SUPPORTING BID DOCUMENTS (CHECKLIST)

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

<b>THIS CHECKLIST WAS CREATED AS A GUIDE TO ASSIST BIDDERS AND MAY NOT IDENTIFY ALL REQUIREMENTS FOR SUBMITTING A COMPLETE PROPOSAL. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE RFP HAVE BEEN MET.</b>		
<b>1. RFP SPECIFIC SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u></b>		
#	Document Title	Applicable?
1	<b><u>PRICE SHEET</u></b> – Refer to Section 4.6 and Attachment 1 for information.	Yes
2	<b><u>TECHNICAL PROPOSAL / STATEMENT OF QUALIFICATIONS</u></b> – Refer to Section 4.7 for information.	Yes
<b>2. STANDARD SUBMITTALS THAT MUST BE SUBMITTED BY THE BIDDER <u>WITH THE PROPOSAL.</u></b>		
#	Document Title	Applicable?
1	<b><u>SIGNATURE PAGE</u></b> – Refer to Page 2 of this RFP.	Yes
2	<b><u>OWNERSHIP DISCLOSURE FORM</u></b> - Refer to Ownership Disclosure Form (PDF)	Yes
3	<b><u>MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</u></b> - Refer to Montclair State University Standard Terms and Conditions (PDF)	Yes
4	<b><u>AGREEMENT OF SURETY/BID BOND</u></b> - Refer to RFP Section 4.8.1	No
5	<b><u>FINANCIAL CAPABILITY OF THE BIDDER</u></b> – Refer to RFP Section 4.8.2	Yes
6	<b><u>PUBLIC WORKS REGISTRATION</u></b> – Refer to RFP Section 4.8.3	Yes
<b>3. STANDARD SUBMITTALS THAT SHOULD BE SUBMITTED BY THE VENDOR WITH THE PROPOSAL. THESE FORMS MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF CONTRACT.</b>		
#	Document Title	Applicable?
1	<b><u>BUSINESS REGISTRATION CERTIFICATE</u></b> - Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF)	Yes
2	<b><u>POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</u></b> - Refer to Chapter 51 / EO 117 Vendor Certification and Disclosure of Political Contributions (PDF)	Yes
3	<b><u>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</u></b> - Refer to AA-302 Employee Information Report for Good and Services (PDF)	Yes
4	<b><u>EXCESS LIABILITY INSURANCE- PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)</u></b>	Yes
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
7	<b><u>SOURCE DISCLOSURE FORM</u></b> - Refer to Source Disclosure Certification (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 (*SHOULD BE LOCATED WITHIN 25 MILES OF CAMPUS*): 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: _____ _____
<b>CURRENT CONTRACTS</b>
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: _____