

# MONTCLAIR STATE UNIVERSITY

## Request for Proposal # 1601

### For: Environmentally Preferred Liners

### Revision 1

Event	Date	Time
Request For Proposal Issuance	Monday, June 17, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	Monday, June 24, 2024	4:00 PM
Answers Posted (approximate date and time)	Thursday, June 27, 2024	4:00 PM
<b>Bid Submission Due Date</b> (Refer to RFP Section 4.0 for more information.)	Thursday, July 11, 2024	10:00 AM

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

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

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

Assigned Procurement Services Buyer: Osvald Pasho  
 Telephone #: 973-755-6707  
 E-mail: [pashoo@montclair.edu](mailto:pashoo@montclair.edu)

<b>SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1601</b>	
FOR: Environmentally Preferred Liners	RETURN PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 Clove Road, Third Floor Little Falls, NJ 07424
PROCUREMENT SERVICES BUYER: Osvald Pasho, Phone 973-655-6707, pashoo@montclair.edu	
<p>1. PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF Thursday, July 1, 2024 ON 10:00 AM AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):</p> <p style="text-align: center;"><b>OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 150 CLOVE RD, 3<sup>RD</sup> FLOOR LITTLE FALLS, NJ 07424</b></p> <p>2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS "APPLICABLE" IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.</p> <p>3. THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH THE ISSUANCE OF A CONTRACT.</p> <p>4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</p> <p>5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST.</p> <p>6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.</p>	
<b>TO BE COMPLETED BY BIDDER</b>	
BIDDER NAME: _____	
ADDRESS: _____	
BIDDER TEL#: _____	EXT: _____
BIDDER FAX#: _____	FEDERAL TAX IDENTIFICATION # _____
BIDDER E-MAIL: _____	
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
<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	Monday, June 17, 2024	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.1.2 for more information.)	N/A	N/A
Questions Due	Monday, June 24, 2024	4:00 PM
Answers Posted (approximate date and time)	Thursday, June 27, 2024	4:00 PM
<b>Bid Submission Due / Public Bid Opening</b> (Refer to RFP Section 4.0 for more information.)	Thursday, July 11, 2024	10:00 AM

#### 1.1.1 REQUEST FOR PROPOSAL

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

Not applicable for this RFP.

#### 1.1.3 QUESTIONS AND ANSWERS

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

#### 1.1.4 ADDENDUM

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

**ADDENDUM ISSUED WILL BE POSTED ON THE PROCUREMENT SERVICES WEBPAGE.**

There are no designated dates for release of Addendum. Notice of Addendum issued may be emailed by the assigned Procurement Services buyer to the invited Bidders in advance of the bid opening date however interested Bidders should check the Procurement Services' webpage on a daily basis from the time of RFP issuance through 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 is to solicit proposals from qualified vendors to provide Environmentally Preferred Liners to the University.

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

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

## **1.3 BACKGROUND**

General: Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 13 colleges and schools that serve approximately 22,500 undergraduate and graduate students with more than 300 doctoral, masters and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment. Effective July 1, 2023, Bloomfield College has officially become part of Montclair and will be known as "Bloomfield College of Montclair State University".

Project Specific: Qualified Bidders that are willing to enter into this contract with the University shall provide environmentally preferred plastic liners in accordance with the Environmentally Preferred Liners Table, as outlined in Appendix 2, to the designated individual locations within the campus, no later than 4:30 pm.

## **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 for this RFP.

### 3.0 SCOPE OF WORK

#### 3.1 GENERAL

The Contractor shall provide environmentally preferred plastic liners to the University for 365 days, in accordance with the Environmentally Preferred Liners Table, as outlined in Appendix 2 to the designated individual locations within the campus no later than 4:30 pm.

#### 3.2 CONTRACTOR REQUIREMENTS

##### 3.2.1 LINERS PERFORMANCE STANDARDS

The Contractor shall adhere to the following:

- a) Liners may be gusseted type, flat type or star seal without gussets. Bags may have straight sides.
- b) Liners shall be made of first quality, uniformly made, free of pinholes, tears, cuts, creases, blisters, wrinkles, imperfect seals or extraneous matter which might impair usefulness. Liners shall also be free of gels, streaks and undispersed raw materials. The liners shall be easily opened by hand.
- c) Ties are not required.
- d) Cartons must be marked with manufacturer/brand, quantity, size, color, and mil.
- e) The liner's color shall be as specified in 3.1.a-3.1.f. of **Appendix 2**.
- f) The liners shall be furnished in the sizes and capacities listed in the RFP and shall meet the criteria for tensile strength impact resistance (dart), tear resistant (Elmendorf), solid test load, liquid test load and seam continuity as with each item. **Dimensions are measured inside the liner (id) in accordance with Federal Commercial item (CID) 1668C.**
- g) The top edges can be even or one side can be slightly extended, whichever is the manufacturer's standard practice.
- h) Any liner that is proposed must resist sliding down into disposal container and be free of any tendency to zipper when punctured.
- i) The University will randomly inspect all deliveries of garbage liners. The contractor will be required to replace within five (5) days of notification any delivery that fails to specification for quantity or quality. Minimum quantity count is the quantity as listed on the price sheet.
- j) The University reserves the right to make tests or inspections, either pre or post contract award, deemed necessary to determine that the product meets the requirements of this RFP. In case it does not meet these requirements, the delivery shall be rejected and replaced within five (5) working days by the contractor. Products will arbitrarily be tested by SGS North American Inc. The testing results are final.

### 3.2.2. ORDERING, DELIVERIES AND RETURNS

The Contractor shall adhere to the following:

- a) Orders will be placed by facsimile or on-line may be changed or cancelled on the same business day by the University provided all changes are received by the awarded contractor by no later than 4:30 p.m.
- b) Normal business hours for the University are generally Monday through Friday from 8:30 a.m. to 4:30 p.m. The majority of deliveries will be to Central Receiving, 147 Clove Road, Little Falls, NJ, Attention: "Stephen Ruggerio", AVP of Facilities Services. Approximately 100 cases of each type of liner will be ordered every 1-2 months. Orders entered prior to 4:00 p.m. Monday through Friday shall be delivered within five business days.
- c) The awarded contractor shall make multiple deliveries as requested by the University. For the purposes of this RFP, multiple deliveries will be made to the designated individual locations within the campus. A 24-hour notification is also required prior to delivery unless specified otherwise. Deliveries will not be accepted after 4:00 p.m.
- d) Deliveries are to made to the Central Receiving department on the University Main Campus, and possibly to the former Ward Trucking Plant off Clove Road. Every two to three months the University will order one hundred (100) cases of each liner.
- e) The successful contractor shall early mark all shipping documents and invoices with the purchase order number, pricing and a detailed description of product.
- f) All packages shall be labeled with: Montclair State University, building name, department name, room number, and the name of the staff member who placed the order. An indexed receipt listing or packing list shall be provided with each delivery. Packing list shall include item number, description, case count and which department ordered the goods.
- g) All damaged shipments will be rejected by the University and immediate notification will be given to the vendor. Any rejection of delivery by the University must be replaced by the vendor within two to three business days.
- h) All delivery vehicles shall be clearly marked with the vendor's name and / or company logo. Vehicle operators must adhere to all traffic and parking regulations while on campus. Complete details may be found on the University's website at:  
<http://www.montclair.edu/facilities/fs/taps/regulations.html> and  
<http://www.montclair.edu/universitypolice/trafficsafety/>.
- i) Vehicle operators/delivery personnel shall be neatly dressed (casual or company uniform) and wear a picture identification tag. The tag shall identify the company and the name of the driver. The vendor shall supply copies of all valid operator identification tags to the University Police and Procurement Services prior to the start of the contract and provide immediate updates during the term of the contract. Delivery personnel arriving at the University without the required identification may be asked to leave the campus.
- j) Internal delivery carts, hand-trucks, etc. shall be fitted with tires that leave no markings or damage to vinyl tile flooring. The contractor agrees to pay for the repair or replacement of all University property damaged as a result of their operating procedures.

- k) Damaged or incorrect products will be accepted for return. Credits for returned merchandise will be made within twenty-four (24) hours after the items are received into the vendor's inventory and physical pickups will be made within forty-eight (48) hours of initiation of the return process by the University.

### **3.3 ESTIMATED QUANTITIES**

The quantities listed below are estimates based on prior purchases and are to be used for information purpose only. The Estimated case quantities shall not be construed as either the maximum or minimum amount which the University shall be obliged to order as the result of this Request for Proposal.

#### **Environmentally Preferred Liners:**

1. 24" X 33", 1 Mil, Clear – 1000 Cases/Year
2. 24" X 33", 1.5 Mil, Blue Printed Montclair State University Recycles – 1100 Cases/Year
3. 38" X 60", 1.3 Mil, Clear – 1500 Cases/Year
4. 60" X 72.5", 1.3 Mil. Blue, Printed Montclair State University Recycles – 300 Cases/Year

### **3.4 PERMITS**

The Contractor shall hold and provide copies of license requirements as follows:

- 1. The Contractor shall provide the appropriate Material Safety Data Sheets for the appropriate housekeeping supplies Stephen Ruggerio, AVP of Facility Services.**
- ~~2. A valid Public Works Contractor registration.~~

### **3.5 PAYMENT TERMS**

The Contractor shall adhere to the following:

- a) The invoices shall reflect complete shipping address information and the name of the department, the name of the individual who placed the order and his/her phone number.
- b) Each line item will list number, quantity ordered, quantity shipped, item description with a catalog number, unit price, and total price.
- c) All credit invoices shall provide the same data as requested for standard invoice billing.
- d) Invoice discrepancies will be resolved between the awarded vendor's accounts receivable / billing department and Facilities Services.
- e) Pricing errors shall be credited on a credit invoice indicating the difference between the erroneous and correct pricing. No restocking charges are permitted unless the returned item is customized at the written request of the department.
- f) Payment terms are net thirty (30) days.

### **3.6 CONTRACTOR'S PERSONNEL**

The Contractor shall adhere to the following:

- a) The Contractor must be able to provide a dedicated Account Manager and an inside Customer Service Representative to service the University's account; respond to all requests by phone, fax or email within a four (4) hour time-frame; provide toll-free telephone number and fax number that will be used for information and an emergency access number, i.e. cellular phone, with access 24 hours per day.
- b) The Contractor shall provide at all times personnel to maintain the standards of the program. A relief member shall be available to substitute for the contractor's regular personnel during any absence.
- c) The Contractor shall notify Facilities Services of any and all impending labor, employee and/or vendor problems, or any other circumstances that could affect this program.
- d) The Contractor shall continue to provide services in the event of a strike or other labor dispute.
- e) The Contractor's staff shall at no time during the contract terms be considered employees of the University.

### **3.7 PERFORMANCE CHECK**

The Contractor shall adhere to the following:

- a) The Contractor shall provide the appropriate Material Safety Data Sheets for the appropriate housekeeping supplies to Stephen Ruggerio, AVP of Facility Services.
- b) Housekeeping Services and Ground Services in conjunction with Stephen Ruggerio, AVP of Facility Services will conduct performance reviews if the successful bidder is not performing to the scope listed in this RFP. Performance reviews shall include, but not be limited to: quality of products delivered, timeliness of delivery, percentage of completion of orders, amount of back orders, status of orders, accuracy of billing, customer service and other requirements of the awarded contract.

### **3.8 QUARTERLY REPORTS**

The Contractor shall adhere to the following:

- a) The Contractor will provide quarterly business summary reports as follows: Usage reports including total usage by product and by date (i.e.: quarterly, calendar year to date, fiscal year to date, etc.).
- b) Quarterly reports shall be received no later than fifteen (15) calendar dates following each quarter and shall be provided in Microsoft Excel format for sorting and data analysis purposes. Reports shall be sent via email to Stephen Ruggerio, AVP of Facility Services, unless other arrangements are made in writing with the Assistant Vice President.

## **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. Response to Section 3.0 - Bidders must provide a written response to each Section of 3.0 Scope of Work stating that their proposed solution meets the requirements set forth in that section. The Bidder should document its experience related to the Scope of Work as appropriate.
3. Financial – Refer to RFP Section 4.8.2 for instructions.
4. Provide copies of license requirements as follows:
  - i. **The Contractor shall provide the appropriate Material Safety Data Sheets for the appropriate housekeeping supplies Stephen Ruggerio, AVP of Facility Services.**
  - ii. ~~A valid Public Works Contractor registration.~~

## **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**

**Not applicable for this RFP.**

~~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](https://www.nj.gov/labor/wageandhour/registration_permits/register/publicworksregistration.shtml)~~

## **5.0 PROPOSAL EVALUATION**

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

### **5.1 EVALUATION CRITERIA**

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

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

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

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

#### **5.1.2 PRICE EVALUATION**

For evaluation purposes, Bidders will be ranked 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 (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
3	<b><u>PUBLIC WORKS REGISTRATION</u></b>	No
<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
<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>FINANCIAL CAPABILITY OF THE BIDDER-</u></b> Refer to RFP Section 4.7.2	Yes



**APPENDIX #2- ENVIRONMENTALLY PREFERRED LINERS TABLE**

<b>ITEM</b>	<b>CASE QUANTITY AND WEIGHT</b>	<b>DESCRIPTION</b>
3.1.a.	250 ct <del>12.5 lbs</del> <b>15.5 lbs</b>	24" X 33", 1 Mil, Clear, 250/case or Equivalent, 25% minimum post-consumer material content
3.1.b.	250 ct <del>14.5 lbs</del> <b>16.5 lbs</b>	24" X 33", 1.5 Mil, Blue 250/case or Equivalent, 25% minimum post-consumer material content
3.1.c.	100 ct <del>17.5 lbs</del> <b>18.5 lbs</b>	38" X 60", 1.3 Mil, Clear, 100/case or Equivalent, 25% minimum post-consumer material content
3.1.d.	100 ct <del>19 lbs</del> <b>20 lbs</b>	38" X 60", 1.5 Mil, Blue, 100/case-Printed MSU RECYCLES or Equivalent, 25% minimum post-consumer material content
3.1.e.	150 ct <del>32 lbs</del> <b>31.0 lbs</b>	60" X 72.5", 1.3 Mil, Clear, 150/case or Equivalent, 25% minimum post-consumer material content
3.1.f.	150 ct <del>32 lbs</del> <b>32.5 lbs</b>	60" X 72.5", 1.3 Mil. Blue, 150/case-Printed MSU RECYCLES or Equivalent, 25% minimum post-consumer material content

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

---

Signature

Date

---

Printed Name & Title

Phone Number

**ATTACHMENT # 2 - SUMMARY INFORMATION SHEET**

FIRM NAME: _____
1. NUMBER OF YEARS FIRM HAS BEEN IN OPERATION: _____
2. CONTACT/LOCATION OF THE RESPONDENT'S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THIS CONTRACT: NAME: _____ TITLE: _____ ADDRESS: _____ PHONE: _____ CELL PHONE: _____ EMAIL: _____
3. NAME(S) AND TELEPHONE NUMBER(S) OF MANAGEMENT PERSONNEL TO BE CONTACTED IF PROBLEMS OR EMERGENCIES OCCUR: _____ _____
<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: _____