



# MONTCLAIR STATE UNIVERSITY

## Request for Proposal # 968

### For: Carpentry Repair & Replacement Services

Event	Date	Time
<b>RFP Question Cut Off Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	N/A	N/A
<b>Pre-bid Conference</b>	5/11/11	10:00 AM
<b>Site Visit</b>	5/11/11	10:00 AM
<b>Bid Proposal Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	5/20/11	10:00 AM

Dates are subject to change. All changes will be reflected in Addendum to the RFP posted on the Procurement Services webpage.

Small Business	Status	Category
<b>Set-Aside</b>  (Refer to <a href="#">RFP Section 4.4.2.2</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, 855 Valley Road, Suite 112, Clifton, New Jersey 07013

Assigned Procurement Services buyer: John Goscinski

Telephone #: (973) – 655- 7468

Fax #: (973) – 655 - 5468

E-mail: goscinskij@mail.montclair.edu

Date: May 9, 2011

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 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 for a one-year term contract with one primary vendor and a secondary vendor who can provide Carpentry Repair and Replacement Services to the University.

The intent of this RFP is to award contract(s) to those responsible bidders whose bid proposals, 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 hereto, will be 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.

### **1.2 KEY EVENTS**

#### **1.2.1 PREBID MEETINGS AND WALK-THROUGH**

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.

#### **1.2.2 QUESTION AND ANSWER PERIOD**

Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax, see cover sheet for assigned buyer's e-mail address and fax number.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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

The cut-off date for faxed questions and inquiries relating to this RFP is indicated on the cover sheet. Addendum to this RFP, if any, will be posted on Procurement Services webpage after the cut-off date (see Section 1.4.1. of this RFP for further information.)

#### **1.2.3 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by Procurement Services at the appropriate location by the required time in a sealed envelope. The date and time is indicated on the cover sheet. The location is as follows:

Office of Procurement Services  
Suite 112  
Montclair State University  
855 Valley Road  
Clifton, New Jersey 07013

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION NOTED WILL BE REJECTED**

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

### **1.3 ADDITIONAL INFORMATION**

#### **1.3.1 ADDENDUM: REVISIONS TO THIS RFP**

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 PROCUREMENT SERVICES WEBPAGE.**

There are no designated dates for release of addendum. Interested vendors should check the Procurement Services' webpage on a daily basis from time of RFP issuance through bid proposal submission.

It is the sole responsibility of the bidder to be knowledgeable of addendum issued relating to this RFP.

Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any vendor who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number.

It is the responsibility of the vendor accessing the RFP from Procurement Services' webpage to e-mail or fax the assigned Procurement Services buyer to request that it be faxed notice of addendum issued.

#### **1.3.2 BIDDER RESPONSIBILITY**

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

#### **1.3.3 COST LIABILITY**

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

#### **1.3.4 CONTENTS OF BID PROPOSAL**

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

A bidder may designate specific information in its bid proposal as not subject to disclosure when 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. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing the Signature Page of this RFP (Attachment 1), the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to University using departments.

#### **1.3.5 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 shall preclude a contract award from being made to the bidder.

#### **1.3.6 BID ERRORS**

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services. If the request is granted, the bidder may submit a revised bid proposal as long as the revised bid proposal is received prior to the announced date and time for the opening of bid proposals and at the place specified.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

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

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

#### **1.3.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the Signature Page (Attachment #1) and the Source Disclosure Certification (Attachment #3). A separate Ownership Disclosure Form (Attachment #2) and Company Qualification Certification (Attachment #4) must be completed by each party to the joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP (including Montclair State University's Contract Terms and Conditions, Appendix 1), the awarded bidder's bid proposal and the University's form Agreement incorporating these documents.

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Procurement Services.

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

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

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

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

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

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

N/A

### **3.0 SCOPE OF WORK**

The University seeks to obtain pricing for carpentry replacement and repair services work including but not limited to: repair furniture, repair and/or replace doors & cabinets, install peepholes in doors, remove and/or install paper towel, toilet paper & towel holders, patch holes in wood where necessary, install sub flooring and/or ply sheeting, roof repair (asphalt shingles), floor tile replacement (VCT & ceramic tiles), and grout tiles on an as-needed basis, including emergency work and repairs. Pricing shall include regular, overtime and holiday labor rates and the percentage mark-up on materials for such work. The vendor should designate which days are considered holidays. Prevailing Wage laws apply to this RFP.

The vendor shall provide services to the main campus at Montclair State University, One Normal Avenue, Montclair, NJ 07043 and other off campus locations as required.

### **3.1 RESPONSE TIME & REPORTING REQUIREMENTS**

1. The contractor agrees to have a qualified carpenter report to MSU within one (1) hour of receipt of notification, unless such deadline is extended by the proper University facilities official. If a second emergency arises while the contractor is responding to the first emergency, the University shall notify the contractor on site to ascertain his/her evaluation for the repair of both emergencies in within a four hour time period. The contractor shall call his office for additional staff if required. Non-emergency service calls shall be completed in ten calendar days after an initial assessment period of one day.
2. Regular University Working Hours: between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday.

NOTE: The contractor should be sensitive to the progress of classes and residents living in residential/apartment rooms, and the need to minimize noisy or otherwise disruptive activities during these times.

3. Service technicians are to first report to the Facilities Maintenance and Engineering Office to sign in. After obtaining the necessary access keys, the contractor shall proceed to the site.
4. Emergency repairs: after regular business hours or on weekends and University holidays. When reporting to the University after regular business hours, the contractor is to report to University Police to sign in. The contractor will then proceed to the building with assistance from the night Facilities Maintenance and Engineering Office staff or University Police.

### **3.2 RESPONSIBILITIES OF CONTRACTOR**

1. The response time and reporting in requirements for this work are described in Section 3.1. The contractor shall inspect the damaged site and report findings to the designated University facilities official.

The contractor shall make such repairs as authorized by the Facilities Official. Montclair State University shall not be responsible for any unauthorized work.

The contractor shall notify the designated University facilities official (preferably the official who authorized the work) when the work has been completed. When practicable, the contractor shall demonstrate the nature of the repair to the University official at the repair site. In any case, where such demonstration is not possible, the contractor shall make such demonstration at the request of the University within 48 hours.

2. All materials supplied to Montclair State University under this agreement shall be institutional, industrial and/or commercial grade materials, whichever is better quality, in accordance with the standards of the industry for institutional and/or industrial construction and maintenance.
3. Extensive inventories of materials are required by Montclair State University due to the wide range and large volume of repairs, renovations, installation and maintenance work performed. The contractor shall stock and/or have available a large inventory and an adequate variety of materials for carpentry replacement and/or repairs, renovations and maintenance. Contractor will be expected to audit each building on the university campus to identify the different types of glass in use for purposes of inventory after contract award is made. A convenient location of the supply warehouse (within a 25 mile radius) is necessary for the pickup of emergency supplies when a regular delivery is not possible. Contractor should provide the location of the warehouse(s).
4. All orders for stock to be held at the University, either picked up or delivered, shall be accompanied by a packing slip or receipt indicating the date of sale, purchase order number and items/quantities received. No partial shipments will be allowed, except as agreed upon by Montclair State University ahead of time.
5. The contractor shall confine his stock supplies to areas permitted by the designated University representative, or a designee, and shall not unreasonably encumber the site or premises.
6. The contractor shall at all times during the progress of the work keep the premises and the job 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. However, contractor may request permission from Facilities Maintenance and Engineering to use the University's containers in an emergency.

7. At the completion of any work, the contractor shall immediately remove all his tools and equipment from the job site and leave all work areas in a broom-clean condition.
8. 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 another firm to complete the clean-up, and to charge the cost thereof to the contractor. Further, final payment will be withheld until the University deems the area acceptable.
9. The contractor shall have the right of access to those areas of the University facilities-designated as work areas.
10. If due to the fault or negligence of the contractor, their agents or employees, any Montclair State University property, equipment, stock or supplies are lost or damaged during the performance of this contract, the contractor shall be responsible for such loss. The University, at its option, may either require the contractor to replace the damaged property or to reimburse MSU for the full value.
11. Work performed under this contract must comply with all applicable OSHA standards.
12. 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.
13. Contractor must have a minimum of two (2) trucks in their fleet, with commercial license plates and registration. No personal or private vehicles will be allowed to make deliveries or service calls.
14. Contractor must obtain an MSU parking permit for each vehicle from the Red Hawk Deck Parking Office once per year – renewable each year starting September 1<sup>st</sup>.
15. Contractor must obey all parking rules and regulations while on campus University property. Reference web link <http://www.montclair.edu/facilities/fs/taps/>
16. 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 University. Personnel must be identified as contractor's employees either by wearing company labeled apparel and/or visible identification cards.
17. Each contractor employee must obtain an MSU Contractor I D card from the I D Card Office within two weeks of contract implementation. This MSU I D Card must be carried at all times when the employee is on campus.
18. 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.
19. The contractor shall implement and enforce a safety program for all employees assigned to the

University.

20. 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.
21. Montclair State University may request proof that security background checks were performed on each employee of the contractor as of the date of the proposal and provide such information to the University Chief of Police.
22. The contractor shall be responsible for insuring that all articles found by his employees in or near the premises are turned in at the lost and found department located in University Police headquarters.
23. Upon request, the contractor shall provide the designated MSU Facility Official with a quarterly activity report in electronic format. This report shall include a description of the work completed including location, hours, materials and the total cost. Copies of these reports will be sent to the Assistant Director of General Trades at the Facilities Maintenance and Engineering Office, Montclair State University, One Normal Avenue, Montclair, NJ 07043.

### **3.3 QUALIFICATIONS OF THE CONTRACTOR**

The importance of maintaining the campus in a safe condition demands that each contractor demonstrate to the University their competency. Each firm must have been actively engaged for at least minimum of (7) years in the maintenance and repair of commercial building carpentry systems of similar size and design as the scope of work covered by this contract. The contractor shall show that they have available under direct employment and supervision, the necessary organization and facilities to properly fulfill all services and conditions required under this specification. Contractor should submit evidence of the following with their bid:

1. Contractor possesses an organization capable of performing the work hereinafter described:
  - a. The contractor should use only licensed, skilled professionals having a minimum of five (5) years experience in maintaining and repairing the various carpentry systems on campus. The names of the employees (work crew and supervisors) responsible for the execution of this contract, job responsibilities and number of years of experience of each employee.
  - b. The present address, telephone and FAX numbers of the main operating facilities of the organization. A site visit to the contractor's location may be required prior to award of this RFP.
  - c. The present name and address of contractor's supply warehouse. A site visit to this facility may be required prior to award of this RFP.

- d. Bidder should specify number of vehicles in the firm's fleet.
- e. Bidder should provide a list of three current client references of similar project size and scope detailing name, address, telephone number, client contact name and number of years servicing each client.

### **3.4 CONTRACTOR'S INVOICING**

1. The contractor shall submit invoices within fourteen days from completion of the work for each repair together with documentation which supports the hours of labor and materials used to complete the work. Each invoice will be required to include a work order number which will be provided by MSU when the contractor is contacted for service. Material Supplier invoices may be requested and are to be made available at that time. Certified Payrolls must be included with all invoices.
2. The University reserves the right to pay the contractor(s) by purchase order and/or credit card. Montclair State University has a credit card program (VISA cards issued by PNC Bank, Pittsburg, PA).
4. Failure to list the University Purchase Order Number and Work Order Number on an invoice will result in the return and nonpayment of that invoice.
5. Pricing errors shall be credited on a credit invoice indicating the difference between the erroneous and correct pricing. A restocking charge may not be applied, when items are ordered in error and returned to the vendor (s).
6. New Jersey State Colleges and Universities work on a fiscal year system that starts July 1st and runs through June 30th. All supply orders for the current fiscal year must be delivered, invoiced and completed by June 30<sup>th</sup>. New purchase orders shall be issued starting July 1<sup>st</sup>.
7. The contractor will not charge Montclair State University for shipping unless approved in advance.
8. Montclair State University is a tax exempt organization. A tax exempt certificate will be issued to the successful vendor(s).

### **3.5 EVALUATION OF PROPOSALS**

Proposals will be evaluated on the following criteria:

1. Pricing submitted on Pricing Schedule.
2. Years of experience in the industry.
3. Employee qualifications.
4. Client references with satisfactory performance with other accounts of similar scope and size.

End of Specifications

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signature Page (Attachment #1), in preparing and submitting its bid proposal.

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

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

In order to be considered, a bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP's Signature Page (Attachment #1).

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

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

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit one (1) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal. **Bidder's financial statements should be given in a sealed envelope with the original bid proposal.**

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 RFP SIGNATURE PAGE**

The bidder shall complete and submit the RFP Signature Page (Attachment #1). The RFP Signature Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the RFP Signature Page must be signed by a general partner. If the bidder is a joint venture, the RFP Signature Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

##### **4.4.1.2 OWNERSHIP DISCLOSURE CERTIFICATION**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Certification (Attachment #2). A current

completed Ownership Disclosure Certification must be received prior to or accompany the bid proposal. If the bidder is a joint venture, an Ownership Disclosure Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.3 SOURCE DISCLOSURE CERTIFICATION**

The bidder must complete the Source Disclosure Certification (Attachment #3) and include the completed Certification with the bid proposal. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.4 COMPANY QUALIFICATION CERTIFICATION**

The bidder must complete the Company Qualification Certification (Attachment 4) and include the completed Certification with the bid proposal. If the bidder is a joint venture, the Company Qualification Certification must be completed and submitted by each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

### **4.4.2 PROOF OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE**

See Section 1.1 of the University's Standard Contract Terms and Conditions, Appendix 1.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

**Failure to submit a copy of the bidder's Business Registration Certificate (or interim Registration) from the Division of Revenue with the bid proposal may be cause for rejection of the bid proposal.** If the bidder is a joint venture, a Business Registration Certificate (or interim Certificate) must be provided by each party to the joint venture.

#### **4.4.2.2 SMALL BUSINESS REGISTRATION**

This is a Set-Aside Contract for [indicate category: Category I, II, or III] for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal. If the bidder is a joint venture, evidence that each party to the joint venture has registered with Commerce as a small business should be submitted with the bid proposal.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services:

NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820  
TELEPHONE: 609-292-2146

#### **4.4.2.3 NEW JERSEY PUBLIC WORKS REGISTRATION CERTIFICATES**

The bidder and all proposed subcontractors must hold valid N.J. Public Works Registration Certificates at the time of bid opening.

**The Bidder shall include copies of current N.J. Public Works Registration Certificates for the Bidder and all sub-contractors required to be listed on the Single Bid Sub-contractor Listing.**

The Public Works Contractor Registration Act, N.J.S.A. 34:11 – 56:48 et seq., requires that all bidders and all sub-contractors listed in a bid on a public work must be registered with the Department of Labor to protect workers and facilitate enforcement of state prevailing wage laws. The Act was amended in 2003 as follows:

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56:26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered pursuant to P.L. 1999, c. 238 (C.34:11-56:48 et seq.) at the time the bid is made. No contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or sub-contractor is registered pursuant to that act. [N.J.S.A. 34:11-56:51, as amended by L.2003, c. 91, approved June 17, 2003].

#### **4.4.3 SUBMITTALS**

#### **4.4.4 BID SECURITY**

Each bid proposal must be accompanied by a Bid Bond [See Attachment #6], Certified or Cashier's Check made payable to Montclair State University equal to ten percent (10%) of the amount of the bid proposal, not to exceed \$20,000.00, as evidence of good faith, which guarantees that if the bid proposal submitted by the bidder is accepted, the bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and Performance Bonds [See Attachment #7], if the bidder is awarded the Contract. If the bidder whose bid proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the bid proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The bidder

awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.

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

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

#### **4.4.5 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 latest annual 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 information is not supplied with the bid proposal, the University may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the University may deem the bid 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 bid proposal.

The University reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid proposal being considered non-responsive. Notwithstanding the Contract Effective Date on the RFP Signature Page, Attachment #1, each bidder is required to hold its prices firm through issuance of the contract.

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping

charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any University contract awarded as a result of this RFP.

#### **4.4.7 PREVAILING WAGE**

Prevailing Wage laws apply to all trades in this RFP and resulting work. Bidders are to use the following website to determine the prevailing wage for a trade in their perspective counties.

[http://wd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://wd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**Bidders who are bidding on more than one county must make sure they sure the prevailing wage for the county in which they are bidding not the county where its place of business is located.**

Please note that prevailing wages as cited do not include FICA, Workers Compensation, SUI, any insurance, any overhead of administrative costs or any profits.

The Prevailing Wage Act is applicable to the contract. The contractor may apply to the Director of Construction Procurement for a contract price increase. The contractor must substantiate with documentation the need for the increase and submit it to the Director of Construction Procurement for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

### **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

#### **5.1 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)), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Vice President for Finance and Treasurer.

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

#### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of one (1) year. The anticipated "Contract Effective Date" is provided on the Signature Page (Attachment #1) of this RFP: 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.

#### **5.3 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.

#### **5.4 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.

#### **5.5 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.

#### **5.6 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.

#### **5.7 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.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

- All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.
- All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the University at the contractor's expense.

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

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

- Price
- Years of experience of the bidder in the glazing industry.
- The bidder's past performance under similar contracts.
- Employee qualifications.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the University as noted below, bidder contact with the University is still not permitted.

The bidder may be required to give an oral presentation to the University concerning its bid proposal. The University may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a bid proposal. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bid proposals:

Discrepancies between words and figures will be resolved in favor of words.

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

Discrepancies between the indicated total of multiplied unit prices and units of work 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.

## **7.0 CONTRACT AWARD**

The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject any or all bids, 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 other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

### **7.1 DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION**

#### **7.1.1 PERFORMANCE AND PAYMENT BONDS**

The successful Bidder shall furnish within ten (10) calendar days after Contract Execution a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of the Contract and a Payment Bond in statutory form in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with the law. No Contract shall be executed unless and until each Bond is submitted to and approved by the University and the Surety must be presently authorized to do business in the State of New Jersey. The Surety's obligation shall continue beyond final acceptance to the extent that the Contractor may have such an obligation.

The cost of Bonds shall be the sole responsibility the Contractor. If at any time the University, for justifiable cause is, dissatisfied with any Surety or Sureties that have issued or proposed to issue the Performance or Payment Bonds, the Contractor shall within ten (10) days after notice from the University to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the University. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or payment made under a Contract until the new Surety or Sureties have furnished such an acceptable Bond to the University. Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact Instruments and financial statements of the Surety must be included with the Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirements and language of N.J.S.A.2A:44-143 to 147.

#### **7.1.2 AFFIRMATIVE ACTION – Please reference Attachment# 8**

The bidder recommended for contract award is required to submit a copy of its Certificate of Employee Information or a copy of Federal Letter of Approval, verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete an Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a University contract. The Affirmative Action Employee Information Report (AA-302) is located at [http://www.state.nj.us/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **7.1.3 POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS**

- a) The University may contract to procure from any vendor services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if the vendor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods
- b) Prior to awarding the contract to a bidder, the bidder proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the bidder and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to Procurement Services. The intended awardee shall submit the completed Certification and Disclosure(s) within five (5) business days to the assigned Procurement Services buyer. Failure to submit the required forms will preclude award of a contract under this RFP.

- c) Further, the intended awardee is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

#### **7.1.3.1 STATE TREASURER APPROVAL**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.3.2 ADDITIONAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.1.4 INSURANCE CERTIFICATES**

The bidder recommended for contract award shall provide the assigned Procurement Services buyer with current certificates of insurance for all coverages required by Section 2.3 of the University's Standard Contract Terms and Conditions, Appendix 1.

#### **7.1.5 VENDORS RIGHT TO PROTEST AWARD OF CONTRACT**

A vendor who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within 10 business days following the vendor's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires. All contract awards will be posted on the Procurement Services website <http://www.montclair.edu/procurement/awardedcontracts/index.html>.

## **APPENDIX #1**

### **MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS**

I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.

II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University's Standard Terms and Conditions will govern.

III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

#### **1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS**

##### **1.1 BUSINESS REGISTRATION (Contracts in excess of \$4,515)**

a. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. The contractor must provide proof of a valid and current business registration with the Division of Revenue to the University's Procurement Services Department before starting work under the contract. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at [www.state.nj.us/njbgs/services/html](http://www.state.nj.us/njbgs/services/html).

b. All sub-contractors of the contractor must provide the contractor with a copy of a current and valid Business Registration Certificate. The contractor must forward the Business Registration Certificates of all subcontractors to the University's Procurement Services Department prior to any subcontractor starting work under the contract.

1.2 ANTI-DISCRIMINATION – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.

1.8 COMPLIANCE WITH N.J.S.A. 19:44A-20.13 et seq. (“Pay to Play” Act). The University’s Procurement Services Department will provide the selected contractor with a “Contractor’s Certification and Disclosure of Political Contribution Form” to complete. The Procurement Services Department will forward the completed Form to the State Treasurer or his designee for review pursuant to the Act. In the event the State Treasurer determines that the Act precludes a contract award to the selected contractor, a contract award will not be made.

In the event a contract award is made, the contractor is under a continuing duty to disclose all contributions that may be made during the term of the contract. In such event, the contractor must immediately complete the Continuing Disclosure of Political Contributions Form and submit the completed Form to the University’s Procurement Services Department. All forms and instructions are available from the University’s Procurement Services Department.

1.9 POLITICAL CONTRIBUTION DISCLOSURE BY CONTRACTOR- If the contract is in excess of \$17,500, the contractor must comply with P.L. 2005, c.271, by completing and submitting to the University’s Procurement Services Department the required Chapter 271 Political Contribution Disclosure Forms, before the effective date of the contract. Failure to comply with this political contribution disclosure requirement may result in the cancellation of the contract award and/or imposition of financial penalties by the New Jersey Election Law Enforcement Commission (“ELEC”). Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.10 CONTRACTOR ANNUAL ELEC DISCLOSURE OBLIGATION- The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any

State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

## 2. LIABILITIES

2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the University and the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 **INDEMNIFICATION** - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, the New Jersey Educational Facilities Authority and the State of New Jersey, including their trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

The selected bidder shall provide the University's Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University's Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation, shall name Montclair State University, the State of New Jersey, the New Jersey Educational Facilities Authority as additional insureds.

The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.

**Commercial General Liability** insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, two million dollars (\$2,000,000) product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

**Comprehensive Automobile Liability** covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.

**Worker's Compensation** Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employee, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.

**Excess Liability**, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) general aggregate, and five million dollars (\$5,000,000) products/completed operations.

The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

### 3. CONTRACT EXTENSION

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### 4. CONTRACT TERMINATION

#### a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

#### b. For cause:

1. Where the contractor fails to perform or comply with a contract, the University may terminate

the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor.

In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.

In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

## 5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

## 6. PERFORMANCE GUARANTEE

The contractor certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by carpentry current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

## 7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor's invoice all charges incurred by the University in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time lapsed between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

The University shall accept deliveries during normal business hours, 7:00 a.m. to 5:00 p.m. on normal business days (Monday through Friday).

All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University's Central Receiving at 973-655-4359.

Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.

In the event delivery of goods or services is not made within the number of days contracted, the University's Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

## 8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions. For contracts that total \$2 million or greater, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## 9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

## 10. TAX CHARGES

The University is exempt from State sales or use taxes and Federal excise taxes. Prices charged must not include such taxes.

## 11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University's acceptance of the contracted products and/or services.

## 12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

- a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.
- c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 12a. through 12e. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under paragraph 12c.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director, Procurement Services Department, Montclair State University, 855 Valley Road, Suite 112, Clifton, N.J. 07013.

#### 14. CLAIMS

Claims asserted shall be subject to the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

15. APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

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AUTHORIZED SIGNATURE

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NAME

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TITLE

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COMPANY NAME

---

DATE

# ATTACHMENT # 1

## RFP SIGNATURE PAGE

<b>REQUEST FOR PROPOSAL</b>	
FOR: Carpentry Repair & Replacement Services	RETURN BID PROPOSAL TO:  OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 855 VALLEY ROAD, SUITE 112 CLIFTON, NJ 07013
ESTIMATED AMOUNT: <u>\$75,000.00 Per Year</u> CONTRACT EFFECTIVE DATE: <u>To Be Determined</u> CONTRACT EXPIRATION DATE: <u>To Be Determined</u>	PROCUREMENT SERVICES BUYER: John Goscinski TEL #: (973) 655-7468 FAX#: (973) 655-5468
<p>1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>10:00 A.M.</u> ON <u>May 20, 2011</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):</p> <p style="text-align: center;"><b>OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 855 VALLEY ROAD, SUITE 112 CLIFTON, NJ 07013</b></p> <p>2. THE BIDDER MUST SIGN THIS RFP SIGNATURE PAGE.</p> <p>3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.</p> <p>4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</p> <p>5. ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPREARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.</p> <p>6. THE BIDDER MUST COMPLETE AND SUBMIT WITH BID, THE OWNERSHIP DISCLOSURE FORM (ATTACHMENT# 2), SOURCE DISCLOSURE CERTIFICATION (ATTACHMENT# 3), COMPANY QUALIFICATION CERTIFICATION (ATTACHMENT# 4) AND PRICE SHEET (ATTACHMENT# 5).</p> <p>7. 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.</p> <p>8. FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING (RFP SECTION 4.4.2.2).</p> <p>9. BY SIGNING THIS RFP SIGNATURE PAGE, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY UNIVERSITY EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE BID PROPOSAL.</p> <p>10. THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND MUST SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL (SEE RFP SECTION 4.4.2.1.).</p> <p>10. 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>	
11. FIRM NAME: _____ ADDRESS: _____ _____	
12. BIDDER TEL#: _____ EXT: _____  14. BIDDER FAX#: _____	13. FEDERAL EMPLOYER IDENTIFICATION # _____  15. BIDDER E-MAIL ADDRESS: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE BY THE UNIVERSITY 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 CONTRACT TERMINATION. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE UNIVERSITY, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.	
<b>ORIGINAL SIGNATURE OF BIDDER</b>	<b>DATE</b>
<b>PRINT/TYPE NAME</b>	<b>TITLE</b>

ATTACHMENT #2



**MONTCLAIR STATE**  
**UNIVERSITY**

**OWNERSHIP/STOCKHOLDER DISCLOSURE FORM**

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning 10% or more interest in the Bidder's firm. If corporate owner, list in the spaces provided, stockholders or corporations whose ownership through the corporations is 10% or more of the Bidder.

Name	Street Address	City	County	State	Zip Code
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

President for the Firm \_\_\_\_\_ Phone \_\_\_\_\_

(Type or print name)

I certify that, to the best of my knowledge and belief that the following statements by me are true:

( ) Listing of stockholders' names and addresses have been submitted to the University and is current and correct to the best of my knowledge, with the exceptions listed above.

( ) The list of stockholders above is current and correct to the best of my knowledge.

( ) There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

I am aware that if any of the statements are willfully false, I am subject to punishment.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 3**  
**SOURCE DISCLOSURE CERTIFICATION**

N.J.S.A. 52:34-13.2 requires that all contracts primarily for services shall be performed within the United States, except when the University Contracting Officer certifies in writing that a required service cannot be provided by the contractor or subcontractor within the United States.

**SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to the statutory requirements, all bidders responding to an advertised procurement must submit a completed Source Disclosure Certification Form with the bid proposal, disclosing the location by country where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The University Contracting Officer shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE UNIVERSITY SHALL PRECLUDE AWARD OF THE CONTRACT TO THE BIDDER.**

If during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the contractor shall be deemed to be in material breach of its contract, which contract shall be subject to termination for cause, unless approved beforehand by the University Contracting Officer.

**ATTACHMENT #3**  
**SOURCE DISCLOSURE CERTIFICATION**

Bidder: \_\_\_\_\_ RFP #: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the bidder.

The bidder submits this Certification in response to the referenced RFP issued by the Montclair State University, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**Instructions:**

List every location where services will be performed by the bidder and all subcontractors of the bidder. If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Bidder and/or Subcontractor	Description of Services	Locations[s] by Country	Reasons why services cannot be performed in US
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the contractor to the Director of Procurement Services, Montclair State University.

The University Contracting Officer shall determine whether sufficient justification has been provided by the contractor to form the basis of his certification that the services cannot be performed in the United States.

I understand that if , after award of the contract, it is determined that the contractor has shifted services declared above to be provided within the United State to sources outside the United States, prior to a written determination by the University Contracting Officer that extraordinary circumstances require such shift or that the failure to shift the services would result in economic hardship to Montclair State University, the contractor shall be deemed in breach of contract, which contract will be subject to termination pursuant to the University's Standard Contract Terms and Conditions.

I further understand that this Certification is submitted on behalf of the bidder in order to induce the University to accept a bid proposal, with knowledge that the University is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Bidding Entity]

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT #4



**MONTCLAIR STATE**  
**UNIVERSITY**

**COMPANY QUALIFICATION CERTIFICATION**

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**I. ORGANIZATION**

Company Name: \_\_\_\_\_

Parent Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Check :        ( ) Corporation                                ( ) Partnership  
applicable    ( ) Sole Proprietor                                ( ) Small Business- **Category 1**  
                  ( ) Small Business – **Category 2**        ( ) Small Business- **Category 3**

The State of New Jersey defines Small Business for *goods and services* per NJCA12A:10A (NJCA 17:13) as follows:

- Business has no more than 100 full time employees
- Gross Annual Revenues do not exceed \$500,000 – **Category 1**
- Gross Annual Revenues do not exceed \$5,000,000 – **Category 2**
- Gross Annual Revenues do not exceed \$12,000,000 – **Category 3**
- Management owning at least 51% interest in the business
- Must be incorporated or registered to do business in New Jersey

Is your business certified as: ( ) **Minority - MBE** ( ) **Women Owned – WBE**

If yes, attach certification.

If MBE, specify ethnicity: \_\_\_\_\_

State of Incorporation:\_\_\_\_\_

Date of Incorporation:\_\_\_\_\_

Are you currently doing business in the State of New Jersey? ( ) Yes ( ) No

Number of Years in the Industry:\_\_\_\_\_

Number of Years in the College/University Industry:\_\_\_\_\_

## **II. TYPE OF BUSINESS**

- |                                       |   |                                    |
|---------------------------------------|---|------------------------------------|
| <input type="checkbox"/> Contractor   | <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Distributor  | <input type="checkbox"/> Consultant             | <input type="checkbox"/> Retailer  |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Carrier                |                                    |

## **III. PRODUCT/SERVICE CODE(S)**

Commodity Codes:\_\_\_\_\_

SIC Codes:\_\_\_\_\_

Number of Employees in Company\_\_\_\_\_

Gross Annual Sales\_\_\_\_\_

State Licenses or Permits\_\_\_\_\_

## **IV. E-COMMERCE**

Do you accept Credit Cards: ☐ YES ☐ NO

Which Types:

- ☐ American Express
- ☐ MasterCard
- ☐ Visa
- ☐ Other

EFT Capability: ☐ YES ☐ NO

Web Site Location \_\_\_\_\_

On-Line Catalog ☐ YES ☐ NO

E-Mail Capability ☐ YES ☐ NO

E-Mail Address \_\_\_\_\_

## V. REFERENCES

List all contracts of similar size and scope to the contract that is being solicited in this RFP that the bidder has held in the last year. For each contract listed provide the contractor's name, address, telephone number and a contact name (use additional sheets if necessary).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**VI. COMMENTS:**

**Include details, which clearly explain the services your company provides; also describe the characteristics of your company including relevant accomplishments.**

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I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_

[Name of Bidding Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT #5 PRICING SHEET**

**RFP No. 968**

TRADE	CARPENTER LABOR RATE PER HOUR
<b>Carpenter - Straight Time M-F 7:30AM-4:00PM</b>	\$
<b>Carpenter - Overtime M-F 4:00PM-7:30AM</b>	\$
<b>Carpenter - Saturdays</b>	\$
<b>Carpenter - Sundays</b>	\$
<b>Carpenter - Holidays</b>	\$

<b>Percentage of mark up on Materials, Supplies and Equipment:</b>	_____ %

**NOTES:**

Prevailing Wage laws apply to all trades in this RFP and resulting work.

ALL DISCOUNTS FROM MATERIALS SUPPLIERS SHALL BE PASSED THROUGH TO MONTCLAIR STATE UNIVERSITY IN FULL.

Straight Time is defined as University regular working hours, Monday through Friday 7:30 AM to 4:00 PM.  
Overtime is defined as other than University regular working hours.

All prices are all inclusive - no mileage reimbursement or minimum charges apply.

Mark up shall be applied to Supplier's invoice amount to the Contractor, with all the manufacturer's discounts passed through to the University.

**ATTACHMENT #6  
BID BOND**

MONTCLAIR STATE  
UNIVERSITY

**NOT APPLICABLE TO THIS RFP**

**ATTACHMENT # 7  
MONTCLAIR STATE  
UNIVERSITY**

**AGREEMENT OF SURETY**

**NOT APPLICABLE TO THIS RFP**

## **ATTACHMENT # 8**

N.J.S.A. 10'5-36 et seq, N.J.A.C. 17:27

### **MANDATORY EEO/AA LANGUAGE**

#### **Goods, Professional Services and General Service Contracts**

##### **During the performance of this contract, the contractor agrees as follows:**

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to the age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contraction officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor agree to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award buy prior to execution of a goods and services contract, on the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.