

# MONTCLAIR

## STATE UNIVERSITY



### REQUEST FOR PROPOSAL

### RFP 1634 HVAC Preventative Maintenance Services

#### Procurement Services



Montclair State University  
Procurement Services  
Overlook Corporate Center  
150 Clove Road, 3<sup>rd</sup> Floor  
Little Falls, NJ 07424

[Procurement Services](#)

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**1. INFORMATION FOR BIDDERS**

- 1.1.** Schedule of Events: The Schedule of Events for this RFP are detailed in the table below. Dates are subject to change through Addenda. All times referenced regarding this RFP, in the table below and otherwise, are Eastern Prevailing Time (EPT).

<u>Event</u>		<u>Date &amp; Time</u>
<b>Advertisement Date</b>	→	<b>September 30, 2025</b>
<b>Pre-Bid Meeting</b> <i>(for details refer to section 1.4)</i>	→	<b>October 7, 2025 at 10:00 AM</b>
<b>Bidder Questions/Inquiries Due</b>	→	<b>October 10, 2025</b>
<b>Addendum Posted</b> <i>(approximate date)</i>	→	<b>October 15, 2025</b> <i>(approximate date)</i>
<b>Submission Due Date &amp; Time</b> <i>(for details refer to section 1.7)</i>	→	<b>October 28, 2025 at 2:00 PM</b>

**1.2. Request for Proposal**

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

**1.3. Purpose and Intent**

- 1.3.1.** This Request for Proposal (RFP), issued by Montclair State University (the "University"), seeks proposals from experienced and qualified Bidders for Heating, Ventilation & Air Conditioning (HVAC) Preventative Maintenance Services. The University emphasizes and values a committed relationship with the awarded Contractor, and expects quality service, as well as professional and thorough customer service throughout the full Contract duration.
- 1.3.2.** The intent of this RFP is to award a single Contract to one (1) responsible Bidder whose Proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to award multiple Contracts as a result of this RFP if deemed in its best interest.
- 1.3.3.** The University may award any and all price lines, and 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 Authorized Representative to be in the University's best interest.
- 1.3.4.** The University's [Standard Contract Terms and Conditions](#), are part of the awarded Contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions, and other obligations set forth in this RFP and Project Material, and should be read in conjunction with them.
- 1.3.5.** For definitions of key terms within this RFP, refer to Section 8, Definitions.

- 1.3.6. A Bidder may submit additional terms as part of its Proposal. Additional terms are Bidder-proposed terms or conditions that do not conflict with this RFP, Project Material, or the University's Standard Contract Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the aforementioned documents may render a Proposal non-responsive at the University's sole discretion. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Proposal submission.
- 1.3.7. Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the University's sole discretion.
- 1.3.8. If Bidder intends to propose terms and conditions that conflict with this RFP, Project Material, or the University's Standard Contract Terms and Condition, then those Bidder proposed terms and conditions shall be considered if submitted in writing, prior to the Submission Due Date, as part of the question & answer period, and agreed upon within a formal Addendum issued by the University.

#### 1.4. Pre-Bid Meeting

- 1.4.1. A non-mandatory Pre-Bid Meeting has been scheduled for this RFP on the date and time indicated within the RFP Schedule of Events.
- 1.4.2. **Pre-Bid Meeting Location:** Overlook Corporate Center, 150 Clove Road, Little Falls, NJ 07424. Potential Bidders shall meet in the Third Floor Lobby.
- 1.4.3. The Pre-Bid Meeting is not mandatory; however, attendance is *strongly* recommended. No special arrangements will be made for those not in attendance. The Vendor is responsible for the full Scope of Work regardless of attendance at the Pre-Bid Meeting, and at the price submitted in its Proposal.
- 1.4.4. To help assist with parking and campus layout, please refer to the [Montclair State University Interactive Campus Map](#).

#### 1.5. Questions/Inquiries & University Answers

- 1.5.1. Procurement Services will accept questions and inquiries from all potential Bidders via email. All questions or inquiries submitted by the due date will be collectively responded to by the University through an Addendum (refer to the following section for information on Addenda).
- 1.5.2. Bidder questions or inquiries must be emailed to the assigned Procurement Services buyer: Robert Yufer, Associate Director of Strategic Sourcing, [Yuferr@Montclair.edu](mailto:Yuferr@Montclair.edu)
- 1.5.3. Bidders should limit questions/inquiries to essential items in order to submit a viable and meaningful Proposal in response to this RFP. Questions or inquiries that request non-essential information, may receive a response of "*not applicable*" by the University.
- 1.5.4. Bidders may only contact Procurement Services (specifically the Buyer detailed above), and are not to contact any other University department or individual regarding this RFP. A Proposal may be rejected from consideration if the Bidder communicated with a non-Procurement Services University employee regarding this RFP.

- 1.5.5.** When submitting questions or inquiries, Bidder should contain the following specific identifying information within in the subject line of the email: ***RFP 1634 HVAC Maintenance Services.***

**1.6. Addendum**

- 1.6.1.** In the event that it becomes necessary to clarify or revise this RFP or related Project Material, such clarification or revision will be by Addendum. Any Addendum to this RFP will be made part of this RFP and any Contract awarded as a result of this RFP.
- 1.6.2.** Addendum will be issued on [Procurement Services Bidding Opportunities website](#). Bidder shall monitor the Procurement Services' webpage on a daily basis from the time of RFP issuance through the Submission Due Date & Time. It is the sole responsibility of the Bidder to be knowledgeable of any Addendum issued related to this RFP.
- 1.6.3.** The posting date of any Addendum, whether detailed within the Schedule of Events, or within any other Addendum, shall be considered an estimation and not a firm date. The Addendum will be posted on, or about the Addendum posting date as referenced in this RFP or other Addendum. Please note, the University intends to provide Bidders a minimum of seven business days between the date an Addendum is posted, and the Submission Due Date & Time.
- 1.6.4.** In order to be eligible for Contract with the University, Vendor must provide acknowledgement of any Addendum issued under this RFP, by fully executing the Acknowledgement of Addendum cover page. Bidder must include Acknowledgement of Addenda within its Proposal.

**1.7. Proposals and Submission Due Date & Time**

- 1.7.1.** **Proposal Meeting Location:** Bidders may meet at the Overlook Corporate Center, 150 Clove Road (Third Floor), Little Falls, NJ 07424. Bidders shall gather in the lobby area, just outside the elevator doors (the reception desk is viewable after exiting the elevator).
- 1.7.2.** Bidders must submit all information requested herein no later than the above referenced Submission Due Date & Time (*or as modified through an Addendum*) in order to be considered for Contract award. Additionally, incomplete proposals may be rejected. Bidder submissions must be in accordance with the instructions found within this RFP and related Project Material.

**1.8. Background Information: Montclair State University**

**1.8.1. General:** Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 13 colleges and schools that serve approximately 23,500 undergraduate and graduate students with more than 300 doctoral, masters and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

**1.9. Bidder Responsibility**

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

**1.9.2.** Proposals shall remain open for acceptance and may not be changed or withdrawn for a period of ninety (90) days after the Submission Due Date & Time. Any award resulting from this RFP shall be made within ninety (90) days from the Submission Due Date, except the Proposals of Bidders who consent, either before or after the 90-day period, to be held for consideration for a longer period of time as requested by the University.

**1.10. Cost Liability**

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

**1.11. Joint Venture**

**1.11.1.** If a joint venture is submitting a Proposal, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's Proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Proposal Pages. Additionally, all items on the Required Supporting Bid Documents table of this RFP must be completed by each party to the joint venture. Proposals shall not include a structure that requires the University to create a joint venture with the Bidder(s).

**1.12. Content of Proposals**

**1.12.1.** Following the submission of Proposals, all information submitted by a Bidder is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.

**1.12.2.** A Bidder may designate specific information in its Proposal as confidential and proprietary if the Bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the Bidder accordingly. Confidential and proprietary information shall be clearly and

prominently identified in the Proposal and in a cover letter. The University will disregard any attempt by a Bidder either to designate its entire Proposal as confidential, proprietary and/or subject to copyright protection.

- 1.12.3.** By signing the RFP Proposal Pages, the Bidder waives any claims of copyright protection set forth within its Proposal and any third-party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments, stakeholders, or evaluation committee members.
- 1.12.4.** A Proposal shall not contain URLs (Uniform Resource Locators) or web addresses. Inasmuch as the web contains dynamically changing content, the inclusion of a URL or web address in a Proposal is indicative of potentially changing information. Inclusion of a URL or web address in a Proposal implies that the Proposal's content changes as the referenced web pages change, and this cannot be used as the basis of any subsequent award or Contract.
- 1.12.5.** Bidder is advised to thoroughly read and follow all instructions contained in this RFP.

### **1.13. Proposal Errors**

- 1.13.1.** A Bidder may withdraw its Proposal prior to the Submission Due Date & Time. Such request must be made, in writing, to the AVP, or designee. The Bidder may submit a revised Proposal that must be received by the Submission Due Date & Time.
- 1.13.2.** If after the opening Proposals, but before Contract award, a Bidder discovers an error in its Proposal, the Bidder may make written request to the AVP, or designee for authorization to withdraw its own Proposal from consideration for Contract 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 RFP 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.
- 1.13.3.** If during the evaluation of Proposals, an obvious pricing error made by a potential Contractor is found, the AVP, or designee, shall issue written notice to the Bidder. The Bidder will be granted three (3) business days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given.
- 1.13.4.** If it is discovered that there is an arithmetic disparity between the unit of measure and the total net percentage, the unit of measure shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit of measure and net percentage and the Bidder's intention is not readily discernible from other parts of the Proposal, then Procurement Services may seek clarification from the Bidder to ascertain the true intent of the Proposal.

## **2. SCOPE OF WORK**

### **2.1. General:**

- 2.1.1.** The Contractor shall provide HVAC Preventative Maintenance Services as detailed under the following three (3) service categories; identified as A, B, and C:
  - 2.1.1.1.** Category A: Absorption Equipment
  - 2.1.1.2.** Category B: Reciprocating, Screw, and Scroll Compressor Equipment
  - 2.1.1.3.** Category C: Computer Room, Air Conditioning Equipment
- 2.1.2.** The University reserves the right to add or remove HVAC equipment during the term of the Contract.
- 2.1.3.** The required Scope of Work contained in Service Categories A, B, and C shall be provided as a Lump Sum Yearly Fee, for each year of the five-year Contract period.
- 2.1.4.** The Contractor shall provide a report all inspections to the University in a timely and prompt manner (within one (1) week of work performed).
- 2.1.5.** Inspection reports shall include, at a minimum, the following:
  - 2.1.5.1.** Model Number of each piece of Equipment.
  - 2.1.5.2.** Building location.
  - 2.1.5.3.** Type of Unit (such as air-cooled chiller, absorber, air cooled, screw, package unit, Information Technology (IT) split, or Air Handling Unit (AHU).
  - 2.1.5.4.** Frequency of Inspections, provided in total inspections per year.
  - 2.1.5.5.** Equipment/Work Category: (Absorption Equipment (Category A); Reciprocating, Screw, and Scroll Compressor Equipment (Category 'B'); and Computer Room, Air Conditioning Equipment (Category 'C'); Additional Repair Services, on an as needed basis (Category 'D').
- 2.1.6.** Contractor shall have the ability, capacity, and credentials to perform all work, ensuring safe and proper methods from qualified personnel.
- 2.1.7.** The Contractor shall have sufficient personnel, resources, and overall capability to meet all requirements and obligations of this RFP. Furthermore, the Contractor must have the capacity to perform at least two (2) separate projects simultaneously, and consisting of at least two (2) tradesmen each.
- 2.1.8.** Services required by the University shall be reasonably prioritized in relation to other work.
- 2.1.9.** Contractor shall, as reasonably possible, mitigate hindrances and interruptions to any educational settings comprised of students, faculty, and/or staff.
- 2.1.10.** Work areas shall be cleaned after work is complete, or at the end of each day, safe, and orderly. Contractor shall remove all rubbish, waste, litter, tools, installation equipment and other foreign or surplus materials from the job site.
- 2.1.11.** While on University property, Contractor shall ensure that safe and proper work methods and conditions from personnel are being followed at all times.
- 2.1.12.** Contractor shall adequately secure and protect tools, equipment, materials, and supplies. The University assumes no responsibility for any damage, theft, or negligent injury due to the Contractor's property, or to the property of any of its employees, agents, affiliates, or subcontractors.



- 2.1.13.** Contractor's personnel, subcontractors, agents, and affiliates must wear proper Personal Protective Equipment (PPE) at all times while performing services on University property, or performing work for any project resulting from this RFP, regardless of location.
- 2.1.14.** If applicable, Contractor shall be responsible for obtaining any permits or licenses (including application fees). Any associated permit costs may be charged to the University, and therefore are not to be factored or considered as part of the all-inclusive pricing structure of this RFP.
- 2.1.15.** The Contractor shall provide proper protection of University property, including the surrounding work site from damage as a result of service, vehicles (tire ruts, oil stains, etc.), equipment, materials workmanship, etc. Any damage to University property must be restored or repaired by the Contractor, at no cost to the University.
- 2.1.16.** University infrastructure components may have existing asbestos containing material (ACM). If the Contractor encounters asbestos or other harmful materials, work must stop immediately, and the Project Manager must be notified. Abatement will take place prior to the continuation and completion of service.
- 2.1.17.** All services shall be completed with best commercial practices and the highest standards of workmanship.
- 2.1.18.** The University reserves the right to request and obtain an estimate from the Contractor for any Scope of Work or project. The Contractor shall not charge the University for estimate, nor for any travel time required to provide an estimate. Estimates shall be at no cost to the University.
- 2.1.19.** All services under this RFP shall be performed (start through completion) during regular work hours, unless otherwise approved by the University. The New Jersey Department of Labor and Workforce Development Prevailing Wage Determination Schedule, for the designated trade, shall be referenced to determine Regular work hours.
- 2.1.20.** The University is open year-round, and the Contractor shall have the capability of providing service 365 days a year, 24 hours a day. The Contractor will be required to service all equipment year-round, unless otherwise agreed to by the University's project representative.

**2.2. Category A - Absorption Equipment:** Refers to a type of HVAC system that uses a heat source rather than electricity to drive the cooling cycle. The Work included for all Absorption Equipment shall include, but is not necessarily limited to the following:

**2.2.1. Start-up Inspection:** The Start-Up Inspection will take place once per year, on or around the month of April. Work shall include, at a minimum:

**2.2.1.1.** Check charge.

**2.2.1.2.** Purge system operation.

**2.2.1.3.** Safeties.

**2.2.1.4.** Cycle operation.

**2.2.1.5.** Solution sampling.

**2.2.1.6.** Low-level control assessment.

**2.2.1.7.** Filter changes.

**2.2.1.8.** Measure vacuum.

**2.2.1.9.** Acquire full set of readings: report readings to the university, including condition of equipment.

**2.2.1.10.** Replace drive belts for cooling towers and/or auxiliary equipment, as needed.

**2.2.2. Operating Inspections:** The Operating Inspections will take place once per year, between the months of April and June. Work shall include, at a minimum:

**2.2.2.1.** Inspection of equipment.

**2.2.2.2.** Solution sampling.

**2.2.2.3.** Analyzing sample and report information to the university.

**2.2.2.4.** Adjust solution based on engineer's recommendation.

**2.2.2.5.** Inspect all ancillary equipment.

**2.2.3. Winter Shutdown:**

**2.2.3.1.** Replace bypass filter.

**2.2.3.2.** Inspect headers.

**2.2.3.3.** Inspect contacts.

**2.2.3.4.** Inspect dilution cycle timer.

**2.2.3.5.** Test safeties and controls.

**2.2.3.6.** Lubricate linkage.

**2.2.3.7.** Pull vacuum.

**2.2.3.8.** Measure vacuum.

**2.2.3.9.** Verify Operation of Flow Switches, Temperature Sensors and Control Contacts or Relays, and Replace, as needed.

**2.3. Category B - Reciprocating, Screw, and Scroll Compressors:** Refers to types of mechanical compressors used in HVAC systems to move refrigerant and enable the cooling or heating cycle. Includes all package units and air-controlled chillers.

**2.3.1. Start-Up Inspection:** The Start-Up inspection will take place once per year, on or around the month of April. Work shall include, at a minimum:

**2.3.1.1.** Check Equipment and inform University of condition, and abnormalities.

**2.3.1.2.** Lubricate bearings and motors.

**2.3.1.3.** Replace belts, as needed.

**2.3.1.4.** Inspect the following items:

- Power Supply.
- Motor Amps (compressor and condenser fan motor)
- Operating temperatures.
- Refrigerant charge.
- Sight glass.
- Condenser and evaporator coils.
- Oil level.
- Hot gas bypass (where applicable).
- Head pressure.
- Safeties.
- Unloader (where applicable).
- Lak check.

**2.3.1.5.** Replace bearing grease, drive belts, and refrigerant filters, as needed,

**2.3.2. Shut-Down Inspection:** The Shut-Down Inspection will take place once per year, on or around the month of October. Work shall include, at a minimum:

**2.3.2.1.** Inspect equipment and inform University of condition, and abnormalities.

**2.3.2.2.** Lubricate bearings and motors, as needed.

**2.3.2.3.** Replace belts, as needed for applicable equipment.

**2.3.2.4.** Pump down compressor and store refrigerant in receiver, where possible.

**2.3.2.5.** Disengage power to systems.

**2.3.2.6.** Report to the University if adverse conditions remain.

**2.3.2.7.** Repair or replace control panel electrical components, such as relays and disconnects, transformers, etc., as needed.

**2.3.2.8.** The John J. Cali School of Music Chiller: Furnish and install internal and external oil filters (*this only applies to the J. Cali School of Music chiller*).

- 2.4. Category C - Computer Room, Air Conditioning Equipment:** Refers to specialized HVAC equipment designed to precisely control temperature, humidity, and air distribution in data centers, server rooms, and telecom facilities.
- 2.4.1. Indoor Units - Bi-Monthly Frequency:**
- 2.4.1.1. Inspect Belts and Pulleys for wear
  - 2.4.1.2. Replace or adjust, as necessary.
  - 2.4.1.3. Check evaporator and condenser coils for cleanliness, and clean, as needed.
  - 2.4.1.4. Visual refrigerant leak test, and repair, as needed.
  - 2.4.1.5. Check condensate drain and pans., and clean, as needed.
  - 2.4.1.6. Replace air filters.
- 2.4.2. Indoor Units - Semi-Annual Frequency:**
- 2.4.2.1. Clean strainers.
  - 2.4.2.2. Furnish and install replacement humidifier canisters.
- 2.4.3. Indoor Units – Annual Frequency:**
- 2.4.3.1. Check compressor oil.
  - 2.4.3.2. Check for excess vibration.
  - 2.4.3.3. Record space temperature and humidity.
  - 2.4.3.4. Check electrical connections.
  - 2.4.3.5. Verify proper operating sequence.
  - 2.4.3.6. Check refrigerant level and replenish, as needed.
  - 2.4.3.7. Verify condensate pump operation.
- 2.4.4. Specific Tasks in the Month of May:**
- 2.4.4.1. Record compressor volts and amps.
  - 2.4.4.2. Record evaporator fan motor volts and amps.
- 2.4.5. Specific Tasks in the Months of May and October:**
- 2.4.5.1. Record suction and discharge pressures. Compare to design.
  - 2.4.5.2. Check contactors for wear and replace as necessary.
- 2.4.6. Specific Tasks in the Months of January, March, and October:**
- 2.4.6.1. Check humidifier operation and clean, as needed.
  - 2.4.6.2. Lubricate blower and motor bearings.
- 2.4.7. Specific Tasks in the Month of January:**
- 2.4.7.1. Replace all belts on the dry cooler outdoor units.
- 2.4.8. Indoor Units: Bi-Monthly Frequency:**
- 2.4.8.1. Verify proper operation of condenser fans
  - 2.4.8.2. Check condenser fans for cleanliness and clean as needed.
  - 2.4.8.3. Check condenser coil for cleanliness and clean as needed.
  - 2.4.8.4. Check electrical connections and tighten as needed.
  - 2.4.8.5. Check for glycol leaks, repair and replenish as needed.
- 2.4.9. Specific Tasks in the Months of May and October:**
- 2.4.9.1. Check Glycol concentration and replenish as needed.
  - 2.4.9.2. Check fan motor contactors for wear and replace as needed.

- 2.4.10.** Repair or replace control panel electrical components, such as relays and disconnects, transformers, etc., as needed.

**2.5. HVAC Equipment List for Service Categories A, B, and C**

- 2.5.1.** The equipment detailed within the corresponding *HVAC Equipment List* (Excel Spreadsheet), shall be included under the following Service Categories as part of the Lump-Sum Yearly fee:

**2.5.1.1.** Absorption Equipment (Category A).

**2.5.1.2.** Reciprocating, Screw, and Scroll Compressor Equipment (Category B).

**2.5.1.3.** Computer Room, Air Conditioning Equipment (Category C).

*Table 2.5 HVAC Equipment List*

Building	Equipment Model	Type	Frequency of Inspection (Yearly)	Service Category
Russ Hall	ABSC129	Absorber Chiller	6	A
Sinatra	AGS190	Air Cooled Chiller	2	B
Art	SFHFC40	Package Unit	2	B
Facilities Management Building	AWS170CDSEVNN	Air Cooled Chiller	2	B
William Carlos	RTAC225	Air Cooled	2	B
Basie	RTAC225	Air Cooled	2	B
Alice Paul	RTAC225	Air Cooled	2	B
Fenwick	RTAC225	Air Cooled	2	B
Cali	30HXC	Screw	2	B
Cali	Cooling Tower	Refrigerant	2	B
Panzer Gym	RPS50	Package Unit	2	B
Panzer Gym	RPS50	Package Unit	2	B
Fine Arts	SSJCC30	Package Unit	2	B
Fine Arts	SSJCC30	Package Unit	2	B
Library	SAHFC20E0E	Package Unit	2	B
Library	SAHFC20E0E	Package Unit	2	B
Library	SAHFC20E0E	Package Unit	2	B
Library	SAHFC20E0E	Package Unit	2	B
Children's Center	YCAL	Air Cooled	2	B
Library	SAHFC20	Package Unit	2	B
Library	CDLSEHBFP	AHU	2	B
New College Hall	Liebert	IT Split	6	C
New College Hall	Liebert	IT Split	6	C
New College Hall	Liebert	IT Split	6	C
New College Hall	Liebert	IT Split	6	C
University Hall	RM 1133	IT Split	6	C
University Hall	RM8003 - Liebert Room MMK60	IT Split	6	C

Table 2.5 HVAC Equipment List (continued)

Building	Equipment Model	Type	Frequency of Inspection (Yearly)	Service Category
University Hall	RM0102 - Liebert Room MMK60	IT Split	6	C
University Hall RM 1109	Liebert	IT Split	6	C
University Hall UPS	CACU # 6	IT Split	6	C
University Hall 1133 Elevator	Liebert MMD24EXHHD	IT Split	6	C
University Hall Rm 4044	Liebert MMD24EXHHD	IT Split	6	C
University Hall UPS Room	CACU#7	IT Split	6	C
University Hall 3150 Comp RM	Liebert MMD24EXHHD	IT Split	6	C
University Hall Rm 2034	Liebert MMD24EXHHD	IT Split	6	C
University Hall Hall Room 4128	Liebert MMD24EXHHD	IT Split	6	C
University Hall UPS Room	CACU # 8	IT Split	6	C
University Hall Rm 2108	Liebert MMD24EXHHD	IT Split	6	C
University Hall 6008 Telephone	CACU#2	IT Split	6	C
University Hall Rm 1214	Liebert MMD24EXHHD	IT Split	6	C
University Hall Rm 6020	Liebert MMD24EXHHD	IT Split	6	C
University Hall Parapet Roof	Condensing Unit DDN5940A59	IT Split	6	C
University Hall Parapet Roof	Condensing Unit DDN5940A59	IT Split	6	C
University Hall Parapet Roof	Condensing Unit DDN5940A59	IT Split	6	C
University Hall 6008 Telephone	CACU #1	IT Split	6	C
University Hall 5109 Server Room	Unit 5A	IT Split	6	C
University Hall RM 3042	Liebert	IT Split	6	C

**2.6. Response Times**

- 2.6.1.** Contractor must guarantee acknowledgement of a service request from the University within six (6) hours for all non-emergency work on standard business days. If the request is sent to the Contractor on a weekend or Federal holiday, the acknowledgement shall be made by 12:00 p.m. on the next standard business day. After acknowledgement of a service request for non-emergency work, the University and Contractor will develop a schedule for the services to be performed. The Contractor must have reasonable availability to service the University's account, inclusive of all campus locations.
- 2.6.2.** Contractor must guarantee acknowledgement of a service request from the University within three (3) hours for all emergency work, on any day, including weekends and Federal holidays. After acknowledgment of a service request for emergency work, the Contractor shall be able to respond and arrive on-site (at any University location) within four (4) hours, on any day, including weekends, and Federal holidays.

**2.7. Service Locations**

- 2.7.1.** Montclair and nearby surrounding locations: 1 Normal Ave., Montclair, NJ 07043.

**2.8. Subcontracting or Assignment**

- 2.8.1.** Except as may be specifically permitted within this RFP or Contract, the Contractor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Contractor's own personnel to perform any of the work required under this RFP, or assign any of its rights or obligations hereunder, without written consent of the University's designee, which may be withheld in the University's sole discretion. Such consent, if granted, shall not relieve the contractor of any of its obligations or responsibilities under the Contract. Nothing contained in this RFP or Contract shall be construed as creating a contractual relationship between any subcontractor and the University.

**2.9. Contractor's Warranty & Responsibilities**

- 2.9.1.** All equipment, parts, or supplies utilized under this contract shall be new, of first quality, and Original Equipment Manufacturer (OEM), unless otherwise agreed in writing by the University.
- 2.9.2.** 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.
- 2.9.3.** Contractor shall not shut down any equipment unless permission is obtained by the University's Project Manager.
- 2.9.4.** The University, in its sole discretion, reserves the right to retain any parts, or equipment which are replaced or removed.
- 2.9.5.** Contractor, and all subcontractors (if applicable) must hold a valid Public Works Contractor Registration from the start through completion of any work.

## **2.10. Customer Service Requirements**

- 2.10.1.** The Contractor must provide a Primary Account Manager who will serve as the point of contact for, and be responsive to, all Contract-related matters. The Contractor cannot redirect University employees to other Contractor representatives for resolution.
- 2.10.2.** If it becomes necessary for the Contractor to substitute the Primary Account Manager, or any other key management, supervisory or personnel, then the Contractor shall identify and provide notice to the University regarding the substitution and the associated services to be performed. Upon request by the University, the Contractor must provide detailed justification documenting the necessity for the substitution, and/or provide resumes evidencing that any new personnel serving the University's account have equivalent or better qualifications and experience than the individual(s) originally proposed or currently assigned. In any instance the University requests justification, no substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the University.
- 2.10.3.** The University is looking to build a working relationship with the Contractor and the Account Manager is required to directly respond to routine phone calls, emails, general issues, and concerns. Providing generic contact information such as '1-800' numbers or general-purpose email addresses should be avoided.
- 2.10.4.** Upon request by the University, the Contractor's Primary Account Manager (at a minimum) shall meet with any key University stakeholders, and Procurement Services after Contract execution. This kick-off meeting will be to review significant Contract terms and conditions, as well as provide expectations and goals of the RFP award. The University may hold the meeting online, or in person, in its sole discretion.

## **2.11. Quotes/Estimates & Invoicing**

- 2.11.1.** All estimates/invoices must contain detailed information that is representational of the pricing and categories established under the Contract resulting from this RFP. All pricing set forth in response to, or made part of any Contract resulting from this RFP shall be considered a maximum value. The Contractor may charge the University less than Contractual pricing.
- 2.11.2.** The Contractor shall provide all standard performance items necessary to perform work under this RFP at no additional cost. The Contractor may not charge for personal protective equipment (PPE) of any kind, such as knee pads or helmets, or tools, such as brooms, cleaning products, rags, vacuums, or any other item not substantially part of the completed project and under final ownership of the University.



- 2.11.3.** The Contractor shall invoice the University only after receiving a Purchase Order (unless an emergency exception is made) based only upon the actual services performed, and billable expenses. In the event that the Contractor submits an estimate, or if the University issues a Purchase Order, containing costs in excess of the true scope of work, then the University will only make payment on the actual services performed, and billable expenses. All invoices submitted to the University shall reflect the actual scope of work. Under no circumstance shall the University issue payment based on an estimate, or invoice that is in excess of the work actually performed.
- 2.11.4.** Separate invoices shall be submitted for each project, and billing shall occur in a timely manner, within two weeks of completion of work.
- 2.11.5.** Progress billing may be considered and approved by the University, where appropriate.
- 2.11.6.** Estimates/invoices to the University shall include, at a minimum, the following information, as applicable, with formatting representational to the pricing categories established under this RFP:
- 2.11.6.1. Services:**
- Model Number of each piece of Equipment.
  - Building location.
  - Type of Unit (such as air-cooled chiller, absorber, air cooled, screw, package unit, Information Technology (IT) split, or Air Handling Unit (AHU).
  - Frequency of Inspections, provided in total inspections per year.
  - Service Category: (Absorption Equipment (Category A); Reciprocating, Screw, and Scroll Compressor Equipment (Category 'B'); and Computer Room, Air Conditioning Equipment (Category 'C'); Additional Repair Services, on an as needed basis (Category 'D').
  - Associated Costs for each line item.
- 2.11.7.** Upon request by the University, the Contractor must provide additional details on any estimate/quote, or invoice, that sufficiently support the required services, materials, and costs, and to the University's satisfaction.
- 2.11.8.** The Contractor shall provide electronic invoicing to a designated University email address (may be provided and updated during the Contract term).
- 2.11.9.** If applicable, the Contractor shall be responsible for securing and paying for all necessary permits, including application fees, where applicable and requested by the University. The Contractor will be reimbursed for permit and application costs on an as needed basis. Permitting costs are therefore not a component of the all-inclusive pricing structure and shall not be factored into the all-inclusive price.

### **3. PROPOSAL PREPARATION & SUBMISSION**

#### **3.1. General**

- 3.1.1.** The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting a Proposal. Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

#### **3.2. Proposal Delivery and Identification**

- 3.2.1.** In order to be considered, a Proposal must arrive at Procurement Services in accordance with the instructions within this RFP. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of Proposals. Late Proposals are ineligible for consideration. The exterior of the Proposal package is to be labeled with the RFP number/title and the bidder's name and address.

#### **3.3. Submission of Proposal**

- 3.3.1.** In order to be considered for award, the Proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the Proposal title and number.
- 3.3.2.** If the Proposal is being submitted by US MAIL, it must be addressed to:
- Montclair State University, Office of Procurement Services: 1 Normal Avenue, Montclair, New Jersey 07042
- 3.3.3.** If the Proposal is being submitted BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.), please address it to:
- Montclair State University, Office of Procurement Services: 150 Clove Road, 3rd Floor, Little Falls, New Jersey 07424.
- 3.3.4.** ***ANY PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.*** Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that Proposal are received at Procurement Services on the date and time indicated on the cover sheet.

#### **3.4. Number of Proposal Copies**

- 3.4.1.** The Bidder must submit one (1) complete ORIGINAL Proposal, clearly marked as the "ORIGINAL" Proposal. **The Bidder should submit an EXACT COPY of the ORIGINAL on a flash drive.** It is recommended that the Bidder make and retain a copy of its Proposal.

**3.5. Proposal Content**

**3.5.1.** Bidders are instructed to submit a Proposal inclusive of the following sections with the content of each section as indicated below:

***Proposal Contents***

Section #	Section Title & Description
<b><u>Section 1</u></b>	<b><u>Proposal Pricing Sheet – Attachment #3</u></b> <i>(corresponding Excel spreadsheet)</i>
<b><u>Section 2</u></b>	<b><u>Technical Proposal</u></b> <ul style="list-style-type: none"><li>Refer to Section <u>3.6 Technical Proposal</u> below for details.</li></ul>
<b><u>Section 3</u></b>	<b><u>Accompanying Information:</u></b> Any additional and pertinent documentation included at the Bidder's discretion for the University to evaluate.
<b><u>Section 4</u></b>	<b><u>Required Supporting Bid Documents – Attachment # 5</u></b> <ul style="list-style-type: none"><li><i>Bidders are advised to carefully review the Required Supporting Bid Documents, as certain items are required with Proposal or submission will be rejected.</i></li></ul>

### 3.6. Technical Proposal

- 3.6.1.** The Bidder shall provide a complete Technical Proposal, inclusive of, and preferably in the same order as the items listed below. Information that amplifies responses or provides relevant information is encouraged. Proposal will be evaluated on price and other factors, and only for submissions deemed to be responsive, meeting the requirements of this RFP. *The University will evaluate a Proposal based solely upon material submitted, and failure by a Bidder to include information pertaining to an evaluation item may result in an evaluation of zero points for that category.*

#### **Technical Evaluation Criteria & Description**

#	Technical Proposal Submissions
1	<b>Summary Information Sheet - Attachment #2:</b> Bidders must complete and provide the Summary Information Form with the Proposal. Additionally, the Contractor must have a minimum of ten (10) years' experience providing services of a similar nature and in comparable volume to the anticipated services under this RFP.
2	<b>Vendor Qualifications:</b> Bidders should provide background and experience, including a written response pertaining Scope of Work of this RFP. Qualifications should demonstrate that the Proposal meets the requirements and obligations of this RFP and Project Material.
3	<b>Key Personnel:</b> The Bidder should provide resumes for key personnel who will be assigned to this Contract. At a minimum, a resume should be included for the primary account manager (refer to the Customer Service Requirements section of this RFP for details regarding the Primary Account Manager's responsibilities).
4	<b>Ability of Bidder to Successfully Complete the Scope of Work:</b> The Bidder should provide evidence that in can undertake and successfully complete the technical requirements of the Contract in a timely and effective manner.

### 3.7. Required Supporting Bid Documents

- 3.7.1.** The Bidder must submit the Required Supporting Bid Documents - Attachment #5 at the time of Proposal, or prior to the issuance of a Contract, as detailed on the table within Attachment # 5.
- 3.7.2.** Note: Section 1 of the Required Supporting Bid Documents - Attachment #5 references RFP specific submittals that are to be provided separately from the other items listed. Refer to Section 3.5 of the RFP for additional information regarding how Bidders are instructed to submit its Proposal. Sections 1 and 2 of the Required Supporting Bid Documents - Attachment #5 references submittals that must be provided with the Proposal, and Section 3 references submittals that must be provided after the Notice of Intent to Award, and prior to Contract execution.

**3.8. Public Works Contractor Registration**

- 3.8.1.** As applicable, work performed under this RFP is subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq), and N.J.C.A. 12:62-2.1. The Act requires the payment of minimum rates of pay to laborers, craftsmen, and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development.
- 3.8.2.** Vendors interested in bidding on or engaging in any contract (or part thereof) for public work which is subject to the provisions of the Prevailing Wage Act must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq., which establishes a unified procedure for the registration of contractors, and subcontractors engaged in public works building projects. Upon registration, the contractor, and/or subcontractor will be issued a certificate indicating compliance with the requirements of the Act.
- 3.8.3.** The Vendor and all named subcontractors must hold a valid Public Works Contractor Registration at the time RFP submissions are due. No Contractor, or Subcontractor, shall engage in the performance of any public work, unless registered pursuant to the New Jersey Prevailing Wage Act. Failure to possess a valid Public Works Contractor Registration at the time RFP submissions are due, shall deem the Proposal non-responsive. Applications in progress or pending approval are not valid, and will not be accepted.
- 3.8.4.** Vendors may contact the [New Jersey Department of Labor and Workforce Development](#) with any questions regarding Public Works Contractor Registration. Vendors may also contact the [New Jersey Division of Wage & Hour Compliance](#) regarding certified payroll or prevailing wage rates.

**3.9. Certified Payroll**

- 3.9.1.** Certified Payroll must be submitted for all work subject to the [Prevailing Wage Act](#). Failure to submit certified payroll may result in a delay in payment, and grounds for Contract termination.
- 3.9.2.** Pursuant to P.L. 2023, c. 138 enacted on August 16, 2023, certified payrolls for public works projects are required to be submitted online via the [New Jersey Wage Hub](#). Additionally, Contractors must submit weekly certified payroll records to the University.
- 3.9.3.** The New Jersey Wage Hub is an official website of the New Jersey Department of Labor & Workforce Development, serving public works contractors and public bodies (contracting agencies) to submit and view certified payroll and public works projects in the state of New Jersey. It also allows “qualifying service providers” to submit their annual equal pay act form online.

**4. PROPOSAL PRICING & SUBMISSION**

- 4.1.** The Bidder must submit its pricing using the format set forth on the corresponding Proposal Pricing Sheet – Attachment #3 (*corresponding Excel spreadsheet*). Failure to *submit* all information required will result in the Proposal being considered non-responsive, unless the University determines the information is not material and may be waived. All pricing must be detailed in the format provided, and any edited or dissimilar formats may be rejected in the University's sole discretion. Bidder is required to hold its prices firm through issuance of the Contract.
- 4.2.** Pricing for the Scope of Work shall be based on the following:
  - 4.2.1.** **Lump-Sum Yearly Fee:** The Lump-Sum Yearly Fee shall include all work detailed for all Service Categories for all items detailed within the corresponding ***HVAC Equipment List***, and be provided for each year of the five-year Contract period:
    - 4.2.1.1.** Category A: Absorption Equipment
    - 4.2.1.2.** Category B: Reciprocating, Screw, and Scroll Compressor Equipment
    - 4.2.1.3.** Category C: Computer Room, Air Conditioning Equipment
  - 4.2.2.** **Additive/Deductive Equipment Fee:** The Equipment Fee shall be applied additively for one (1) piece of equipment added to the base scope of work; and the Equipment Fee shall be applied deductively for one (1) piece of equipment deducted from the base scope of work for the following Service Categories, and for each year of the five-year Contract period.
    - 4.2.2.1.** Category A: Absorption Equipment
    - 4.2.2.2.** Category B: Reciprocating, Screw, and Scroll Compressor Equipment
    - 4.2.2.3.** Category C: Computer Room, Air Conditioning Equipment
- 4.3.** **Pricing is All-Inclusive.**
- 4.4.** If the Bidder puts a zero (0) on a cost item, then the University conclusively deems that price to be zero and that the Bidder is offering the item to the University at no cost. Any other notations, such as "N/A" or a blank unit price may be interpreted as an item which the Bidder cannot supply or deliver, and therefore may result in the submission being deemed non-responsive. The University reserves the right to seek clarity from any Bidder if proposal pricing is unclear.
- 4.5.** Pricing is not based on any minimum amount of goods and/or services to be provided or performed and the University makes no guarantee of volume.
- 4.6.** Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a Contract award from being made to the Bidder.

**5. PROPOSAL EVALUATION**

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

**5.2. Evaluation Criteria**

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

**5.3. Technical Evaluation Criteria**

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

**5.3.1.1.** Experience of Bidder: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.

**5.3.1.2.** Key Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required.

**5.3.1.3.** Ability of Bidder to Successfully Complete the Scope of Work Based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the Contract in a timely and effective manner.

**5.4. Price Evaluation**

**5.4.1.** For evaluation purposes, Bidders will be ranked from lowest to highest according to the total proposal price calculated from the costs located on the corresponding Proposal Pricing Sheet – Attachment #3 (Excel Spreadsheet).

**5.4.2.** For evaluation purposes, the University shall utilize the Bidder's yearly lump-sum fees derive an overall value for the scope of work. Specifically for this project, the formula that will be implemented to determine pricing shall be as follows: The Collective sum of the yearly lump Sum fees for service categories A, B, and C (*excluding any need for additive or deductive equipment*).

**5.5. Oral Presentation and/or Clarification of Proposal**

- 5.5.1.** After Proposals are reviewed, the University may request one (1), some, or all Bidders to give an oral presentation to the University concerning its Proposal and offerings. Bidders may not attend presentations made by other competitors.
- 5.5.2.** The University may request that a Bidder clarify any information contained in its Proposal. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities, or clerical errors. Clarifications cannot correct any deficiencies or material omissions or be used to revise or modify a Proposal. Bidder is required to provide a written response to any request seeking clarity. A request for clarification by the University shall not be construed to imply acceptance or rejection of a Proposal.
- 5.5.3.** It is within the University's discretion whether to require the Bidder to present an oral presentation, or require the Bidders to submit written responses to questions regarding its Proposal. Action by the University in this regard should not be construed to imply acceptance or rejection of a Proposal. Procurement Services is the sole point of contact regarding any request for an oral presentation or clarification.

**5.6. Best and Final Offer (BAFO)**

- 5.6.1.** The University may invite one (1) one, some, or all Bidders to submit a Best and Final Offer (BAFO). Any such invitation will establish the time and place for submission for a Bidder's BAFO. Any BAFO that does not result in more advantageous pricing to the University will not be considered, and the University will proceed to evaluate the Bidder's most advantageous previously submitted Proposal.
- 5.6.2.** BAFOs will be conducted only in circumstances where it is deemed by the AVP to be in the University's best interests and to maximize the University's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the University may, after evaluation, make a Contract award based on the content of the initial submission. The University may conduct more than one (1) round of BAFO in order to attain the best value for the University.
- 5.6.3.** If the University contemplates BAFOs, prices will not be publicly read at the bid opening. Only the name and address of each Bidder will be publicly announced at the bid opening.

**5.7. Proposal Discrepancies**

- 5.7.1.** In evaluating 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.



**6. CONTRACTING**

**6.1. Notice of Intent to Award**

- 6.1.1.** Upon review, and evaluation of submissions, the University may affirm one or more Bidders through a “Notice of Intent to Award”.
- 6.1.2.** Any Bidder that is issued a “Notice of Intent to Award,” must provide the balance of all necessary items detailed within the Required Supporting Bid Documents of this RFP. The Bidder shall provide all documentation within ten (10) business days of request (excluding Federal Holidays). Failure to provide any required documentation may result in the Awarded Vendor being removed from consideration, at the University’s sole discretion.

**6.2. Contract Award**

- 6.2.1.** The Contract award shall be made by the University with reasonable promptness by written notice to that responsible Bidder, whose Proposal, conforming to this RFP and Project Material, is most advantageous to the University, price and other factors considered. The University reserves the right to reject all Proposals, to reject those Proposals that are non-responsive, or to award in whole or in part, if deemed to be in the best interest of the University. Furthermore, the University reserves the right to waive any minor informality where such waiver is permitted by law.

**6.3. Bidder’s Right to Protest Award of Contract**

- 6.3.1.** A Bidder who submits a proposal in response to an RFP may submit a written protest to the AVP, setting forth in detail the specific grounds for challenging the award. The protest shall be filed within three (3) business days following Notice of Intent to Award a Contract, that its Proposal was not accepted, or of notice of the decision to award the Contract. Any protest filed after the three-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.

**7. CONTRACTUAL TERMS & CONDITIONS**

**7.1. Precedence of Special Contractual Terms and Conditions**

- 7.1.1.** The Contract awarded as a result of this RFP shall consist of this RFP, all addendum to this RFP, the University's Standard Contract Terms and Conditions, the Contractor's Proposal, and the University's Contract, incorporating these documents and signed by the Contractor and the University's Authorized Representative.
- 7.1.2.** In the event of a conflict between provisions within the Contract documents, the Contract documents shall have the following order of priority: Contract; RFP Addendum, in the order of most recent issuance date; the RFP Document; the University's Standard Contract Terms and Conditions; and the Contractor's Proposal.

**7.2. Contract Term**

- 7.2.1.** The term of the Contract shall be for a period of five (5) years, with no option to renew for an additional time period. The effective Contract dates will be established in the Contract resulting from this RFP. Contract dates are dependent upon the evaluation process and post-submission timeline.

**7.3. Contract Transition**

- 7.3.1.** In the event that a new Contract has not been awarded prior to the Contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the Contract.

**7.4. Contract Amendment**

- 7.4.1.** 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 Authorized Representative.

**7.5. Contractor's Warranty**

- 7.5.1.** 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.
- 7.5.2.** 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 Contract or of any cause of action arising out of the Contractor's performance of the Contract.

- 7.5.3.** The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

**7.6. Remedies for Failure to Comply with Material Contract Requirements**

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

**7.7. Additional Work and/or Special Projects**

- 7.7.1.** The Contractor shall not begin performing any additional work or special projects related to this RFP without first obtaining the University's written approval.
- 7.7.2.** In the event of additional work and/or special projects, the Contractor must present a written Quote to perform the additional work to the University. The Quote should provide justification for the necessity of the additional work. The Contractor's written Quote must provide a detailed description of the work to be performed broken down by task and subtask. The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this Contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed all-inclusive price to perform the required work. A payment schedule, tied to successful completion of tasks and subtasks, must be included.
- 7.7.3.** In the event the Contractor proceeds with additional work and/or special projects without the University's written approval, it shall be at the Contractor's sole risk. The University shall be under no obligation to pay for work performed without the University's written approval.

**7.8. Items Ordered and Delivered**

- 7.8.1.** 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 Authorized Representative as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University's Authorized Representative 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.

- 7.8.2.** 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.

**8. DEFINITIONS**

- 8.1. Addendum:** Written clarification or revision to this RFP or Project Material issued by Procurement Services.
- 8.2. All-Inclusive Price:** A price that is all-inclusive of direct and indirect costs and must include, but not limited to, all labor, overhead, profit, fees, setup, logistics, equipment, materials, supplies, delivery, managerial support, documents, forms (reproductions thereof), travel expenses, travel time, supervision, coordination efforts, insurance, estimates, personal protective equipment (PPE), fuel, waste disposal, third party fees, and all other associated or incidental items necessary for the successful completion of the Scope of Work described in this RFP and any related documents. No additional fees or costs shall be paid by the University unless there is a change in the Scope of Work.
- 8.3. Amendment:** A written clarification, revision, or modification to a Contract, detailing a change in the Scope of Work to be performed by the Contractor. An amendment is not effective until signed by the University's Authorized Representative.
- 8.4. Assistant Vice President of Procurement Services (AVP):** University administrator with direct oversight and responsibility of Procurement Services at Montclair State University.
- 8.5. Authorized Representative:** A University official appointed or designated to act on behalf of the University with the authority to make decisions and/or sign documents. The University's Authorized Representative may vary based on the procedures prescribed within this RFP, and may refer to any of the following positions: 1) Assistant Vice President of Procurement Services; 2) Vice President for Finance and Treasury; 3) Chief Operating Officer and Senior Vice President; 4) President.
- 8.6. Awarded Vendor:** The selected Bidder detailed on the Notice of Intent to Award resulting from this RFP.
- 8.7. Best and Final Offer (BAFO):** Pricing timely submitted by a Bidder upon invitation by Procurement Services after the University receives Proposals.
- 8.8. Bidder:** The entity providing a Proposal in response to this Request for Proposal (RFP).
- 8.9. Proposal:** The Bidder's timely response to this RFP, inclusive of all required documentation and meeting all obligations, and terms & conditions of the Request for Proposal, and related Project Material.
- 8.10. Business Day:** Any weekday, excluding Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.
- 8.11. Calendar Day:** Any day, including Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.
- 8.12. Contract:** Refers to the Contract awarded as a result of this RFP and consists of any Addendum, this RFP Document, the University's Standard Contract Terms and Conditions, the awarded Bidder's Proposal as accepted by the University, and any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the University, or post-award documents including Amendments agreed to by the University and the Contractor, in writing.
- 8.13. Contractor:** The Bidder that is awarded a Contract resulting from this Request for Proposal (RFP).
- 8.14. Deliverable:** Any goods, products, and/or services required by the Contractor under resulting from this RFP, and Contract.

- 8.15. Eastern Prevailing Time (EPT):** Eastern Prevailing Time or “EPT” means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.
- 8.16. FOB Destination:** Indicates that shipping costs are included in the price of the item, and that the shipped item is the legal property and responsibility of the Vendor until it is delivered at the correct University address.
- 8.17. Joint Venture:** A business undertaking by two or more entities to share risk and responsibility for a specific project.
- 8.18. May:** Denotes that which is permissible, but not mandatory.
- 8.19. Must:** Denotes that which is a mandatory requirement.
- 8.20. Notice of Intent to Award:** Written communication sent by the University to Bidder(s), detailing the responsible Bidder(s) whose bid(s), conforming to the Request for Proposal (RFP), selected as the most advantageous to the University, price and other factors considered.
- 8.21. Pre-Bid Meeting:** A gathering held by the University prior to the Submission Due Date/Time, where potential Bidders may attend and gain a more comprehensive understanding of the Scope of Work and other Project requirements. Potential Bidders may ask questions and seek clarity. In any instance where there is a conflict between verbal communication at a Pre-Bid Meeting, and in writing within the Project Material, the Project Material shall prevail.
- 8.22. Primary Account Manager:** The Contractor’s representative for the University to serve as the point of contact for all business and Contract related matters. This representative may not redirect University employees to other representatives for assistance, unless agreed upon by the University employee.
- 8.23. Procurement Services:** Refers to the Montclair State University department issuing this RFP, as well as all associated Project Materials.
- 8.24. Proposal:** The Bidder’s timely response to this RFP, inclusive of all required documentation and meeting all obligations, and terms & conditions of the Request for Proposal, and related Project Material.
- 8.25. Project:** The collective undertakings or services that are subject to this Request for Proposal (RFP) and/or other Project Materials.
- 8.26. Project Manager:** The University’s primary project leader, overseeing the general operations and successful completion of the Scope of Work under this RFP and Contract.
- 8.27. Project Material:** Any written bidding documents, such as drawings, manuals, plans, and all other associated items provided by the University, that provide instructions pertaining to the services and requirements to be performed under this RFP.
- 8.28. Request for Proposal (RFP):** This document, establishing the Project and Contract requirements and solicits Proposals to meet the operational needs of the University.
- 8.29. Required Supporting Bid Documents:** The documentation required from a Bidder under this Request for Proposal (RFP). The Required Supporting Bid Documents may be required within a Proposal, or prior to the execution of a Contract resulting from this RFP. Documentation required at the time of submission cannot be accepted after the established Submission Due Date/Time. Please refer to the ‘Required Supporting Bid Documents’ table of this RFP for specific details.

- 8.30. Scope of Work:** Collectively refers to a specific section of this RFP, or associated Project Material describing the goods and/or work required by an awarded Contractor to successfully fulfil the obligations of any subsequent contract. The Scope of Work is subject to change through University issued Addenda.
- 8.31. Shall:** Denotes that which is a mandatory requirement.
- 8.32. Should:** Denotes that which is recommended, but not mandatory.
- 8.33. State:** The State of New Jersey.
- 8.34. Subcontractor:** An entity having an arrangement with the Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some portion of its obligations under the Contract. The Contractor shall retain full responsibility for the performance of all of its obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the University, only with the Contractor.
- 8.35. University, The University or Montclair:** Refers to Montclair State University.
- 8.36. Vendor:** May refer to either the Bidder, or the Contractor.

9. **REQUEST FOR PROPOSAL ATTACHMENTS**

The following RFP Attachments can be found within this section:

- **Attachment #1 - Certification of Proposal**
- **Attachment #2 - Summary Information Sheet**
- **Attachment #3 - Proposal Pricing Sheet**
- **Attachment #4 – Supporting Bid Documents**

Note: The corresponding ***HVAC Equipment List*** (*Excel Spreadsheet*) pertaining to the following Service Categories may be found on the Procurement Services [Bidding Opportunity Website](#), under RFP 1634 HVAC Maintenance Services:

- Absorption Equipment (Category A).
- Reciprocating, Screw, and Scroll Compressor Equipment (Category B).
- Computer Room, Air Conditioning Equipment (Category C).



**CERTIFICATION OF PROPOSAL – ATTACHMENT #1**

**This *CERTIFICATION OF PROPOSAL* must be fully executed, inclusive of signature by an authorized representative of the Bidder or Proposal will be rejected.**

*(Please Print Clearly)*

<b>Vendor's Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Federal Employer ID Number</b>	
<b>Print Name &amp; Title</b>	
<b>Bidder's Signature</b>	

*Note: Bidder must initial and date any and all changes.*

**Vendor's Primary Account Manager for the University**

<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	

*Vendor's Primary Account Manager shall be deemed as an appropriate contact for all contract matters.*

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, PROJECT MATERIAL, AND ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL, PROJECT MATERIAL, ADDENDA, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (SECTION 1.3.4), AND THE RESPONSIVE PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF INTENT TO AWARD TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN THE REQUEST FOR PROPOSAL, PROJECT MATERIAL, OR ADDENDA DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.

BIDDER WARRANTS THAT IT UNDERSTANDS THE REQUIREMENTS OF THE WORK REQUIRED BY THE UNIVERSITY. BIDDER WARRANTS THAT THE INFORMATION CONTAINED IN ITS SUBMISSION IS TRUTHFUL, ACCURATE AND THAT IT IS CAPABLE, AND WILLING TO ACCEPT A CONTRACT RESULTING FROM THIS RFP. BIDDER WARRANTS THAT IT HAS THE CAPABILITIES, AND CREDENTIALS REQUIRED BY THE RFP. BIDDER WARRANTS THAT IT WILL FAITHFULLY PERFORM ALL SERVICES REQUIRED BY THIS RFP.

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE SUBMISSION DUE DATE & TIME, AND AT THE REQUIRED LOCATION.
- 2) THE BIDDER MUST PROVIDE THE ITEMS LISTED IN THE REQUIRED SUPPORTING BID DOCUMENTS - ATTACHMENT #5 OF THIS REQUEST FOR PROPOSAL.
- 3) PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS AFTER THE SUBMISSION DUE DATE. PROPOSAL PRICING MUST REMAIN FIRM THROUGH THE ISSUANCE OF A CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.

**SUMMARY INFORMATION SHEET – ATTACHMENT #2**

This Summary Information Form must be included and completed in its entirety with Proposal or submission will be deemed non-responsive. **The Bidder shall not indicate “see attached” or equivalent terminology for any part of this Form.**

Note: The information contained herein will be evaluated by the University as part of the Bidder’s Technical Proposal.

SECTION 1		
VENDOR’S FULL LEGAL NAME:		
NUMBER OF YEARS IN BUSINESS:		
SECTION 2		
CONTACT NAME AND LOCATION OF THE VENDOR’S OFFICE THAT WILL BE RESPONSIBLE FOR MANAGING THE RFP CONTRACT:		
Name:		
Title:		
Address:		
Cell:		
Email:		
SECTION 3		
LIST ANY NEW JERSEY AGENCIES, US GOVERNMENTAL AGENCIES, AND PUBLIC AND PRIVATE COLLEGES OR UNIVERSITIES NOW UNDER CONTRACT:		
Contract #1:		
Contract #2:		
Contract #3:		
SECTION 4		
LIST REFERENCES WHERE SIMILAR TYPE SERVICES WERE PROVIDED. INCLUDE THE NAME, TITLE, AND TELEPHONE NUMBER OF AN INDIVIDUAL FOR REFERENCE WHO CAN PROVIDE AN INDEPENDENT ASSESSMENT OF THE VENDOR’S PERFORMANCE		
Reference #1	Company Name:	
	Name/Title:	
	Email:	
	Phone:	
Reference #2	Company Name:	
	Name/Title:	
	Email:	
	Phone:	
Reference #3:	Company Name:	
	Name/Title:	
	Email:	
	Phone:	
SECTION 5		
6. PROVIDE AN OVERVIEW OF ANY CONTRACT THE BIDDER HAS HAD TERMINATED DURING THE LAST THREE (3) YEARS, INCLUDING THE REASON FOR TERMINATION. IF NONE, INDICATE SO:		
Terminated Contract(s)	Overview(s):	
	Reason(s):	

**PROPOSAL PRICING SHEET – ATTACHMENT #3**

Bidder must submit its pricing for the Scope of Work associated with this RFP. Bidder shall not deviate from the prescribed format, make any modifications, or include any conditional statements. Failure to submit pricing as provided, or including additional conflicting pricing on a separate form, may result in a Bidder's proposal being rejected.

Bidder shall submit its pricing on the corresponding Proposal Pricing Sheet - Attachment #3  
(*corresponding Excel spreadsheet*).

**BIDDER SHOULD INCLUDE THE PROPOSAL PRICING SHEET - ATTACHMENT #3  
IN EXCEL FORMAT WITHIN ITS ELECTRONIC SUBMISSION ON A USB/FLASH  
DRIVE.**

**SUPPORTING BID DOCUMENTS – ATTACHMENT #4**

The documents listed below are required by State Law and/or University Policy. All documents listed must be received in order for the University to issue a Notice of Intent to Award and/or Contract. The Documents in the table below can be found either within the RFP Document, on [the Procurement Services Forms & Information website](#), or must be provided directly by the Vendor.

Note: This checklist is a guide for the Bidder and may not identify all requirements for submitting a complete Proposal. It is the Bidder's responsibility to ensure that all requirements of this RFP, Project Material, and Addenda have been met.

<b><u>SECTION #1: RFP SPECIFIC SUBMITTALS THAT MUST BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</u></b>		
<b><u>#</u></b>	<b><u>Documentation Description</u></b>	<b><u>Checklist</u></b>
1	<b><u>Proposal Pricing Sheet</u></b> (Refer to Attachment #3 of this RFP for information)	
2	<b><u>Technical Proposal</u></b> (Refer to section 3.6 of this RFP for required submittals). Please note that this includes the Summary Information Sheet- Attachment # 2, along with other requirements listed in section 3.6 of this RFP.	
<b><u>SECTION #2: STANDARD SUBMITTALS THAT MUST BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</u></b>		
<b><u>#</u></b>	<b><u>Documentation Description</u></b>	<b><u>Checklist</u></b>
1	<b><u>Certification of Proposal</u></b> (Refer to Attachment #1 of this RFP)	
2	<b><u>Ownership Disclosure</u></b> (Refer to Ownership Disclosure Form (PDF))	
7	<b><u>Public Works Contractor Registration</u></b> (Refer to the corresponding section of this RFP for information)	
<b><u>SECTION #3: SUBMITTALS THAT SHOULD BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</u></b> <b><u>ITEMS IN THIS SECTION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A CONTRACT</u></b>		
<b><u>#</u></b>	<b><u>Documentation Description</u></b>	<b><u>Checklist</u></b>
1	<b><u>New Jersey Business Registration Certificate (BRC)</u></b> (Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF))	
2	<b><u>Political Contribution Disclosure (Chapter 51/EO333)</u></b> (Refer to Chapter 51/EO333 Vendor Certification and Disclosure of Political Contributions (PDF))	
3	<b><u>Mandatory Equal Employment Opportunity Language</u></b> (Refer to Affirmative Action language for Goods & Services (PDF)).	
4	<b><u>Acknowledgement of Receipt of Addenda</u></b> (if issued, any Addendum will be available on the <a href="#">Procurement Services website</a> )	
5	<b><u>Taxpayer Identification Request (W-9)</u></b> (click link to access form)	
6	<b><u>Proof of Ability to Obtain Required Insurance / Certificate of Insurance</u></b> (Must conform to the requirements set forth in the University's Standard Contract Terms & Conditions)	