

MONTCLAIR

STATE UNIVERSITY



REQUEST FOR PROPOSAL

RFP 1640 REAL ESTATE CONSULTING

Procurement Services

MONTCLAIR
STATE UNIVERSITY

Montclair State University
Procurement Services
Overlook Corporate Center
150 Clove Road, 3rd 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 & Time</u>
Advertisement Date	→	November 14, 2025
Pre-Bid Meeting <i>(for details refer to section 1.4)</i>	→	Not Applicable for this Project
Bidder Questions/Inquiries Due	→	November 21, 2025
Addendum Posted <i>(approximate date)</i>	→	November 26, 2025 <i>(approximate date)</i>
Submission Due Date & Time <i>(for details refer to section 1.7)</i>	→	December 9, 2025 at 2:00 p.m.

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 to provide a comprehensive housing market study, and real estate advisory, project management, and virtual support services to assist in conducting, evaluating, developing, and executing strategic real estate and economic development initiatives, on an as needed basis. The selected Vendor(s) will work directly with the Executive Director of Real Estate and Economic Development. 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 Contract(s) to the responsible Bidder(s) whose Proposal(s), conforming to this RFP is most advantageous to the University, price and other factors considered. The University reserves the right to award multiple Contracts as a result of this RFP. The University may award one (1) single or two (2) separate Contracts for Scopes 'A' & 'B' of the Housing Market Study; and may issue one (1) or multiple Contracts for 'As Needed Real Estate Consulting Services'. The University anticipates awarding multiple Vendors (pool list) for the "As Needed Real Estate Consulting Services" component of the RFP. The intent is for the University to utilize the any one of the awarded Contractors, in its sole discretion, for any individual project where the total value is less than the University's quote threshold (currently \$23,960). It is the University's intent to contact all awarded Contractors where the total value of any individual project is in excess of the quote threshold, and receive proposals. The University will evaluate each proposal, and intends to issue the work to the most advantageous Vendor, price and other factors considered.

1.3.2.1. Bidder is encouraged to submit a Proposal for all, or any specific service category within its capability.

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. Not applicable for this project.

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.
- 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 1640 Real Estate Consulting 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. General 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 comprises 14 colleges and schools educating approximately 24,000 undergraduate and graduate students through more than 300 doctoral, master's, and baccalaureate programs. The Montclair Campus, situated on a beautiful 252-acre suburban setting in Passaic and Essex Counties just 14 miles from New York City, offers the instructional and research resources of a large public university within a supportive, sophisticated, and diverse academic environment. The Bloomfield Campus, located on approximately 12 acres in downtown Bloomfield, New Jersey, complements the Montclair Campus with a vibrant urban setting that integrates academic, residential, and student-life facilities, serving a highly diverse student body with excellent transit access throughout Essex County and the broader region.

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. Overview: The services under this RFP are comprised of the following three (3) distinct service categories:

- 2.1.1. Scope 'A': Housing Market Study - Student, Faculty, & Staff Housing**
- 2.1.2. Scope 'B': Housing Market Study - Market Rate & Senior Housing**
- 2.1.3. As Needed Real Estate Consulting Services**

2.2. Housing Market Study: The Consultant is to provide a comprehensive Housing Market Study that will address up to the following four (4) residential markets associated with the University's Montclair and Bloomfield campuses:

- **Student Housing**
- **Faculty & Staff Housing**
- **Market-Rate (General Population) Housing**
- **Senior (Age-Restricted) Housing**

2.2.1. The Housing Market Study will quantify unmet demand across these segments, assess affordability, define feasible housing programs and ideal layouts, identify optimal development sites, and recommend delivery and financing structures, including public-private partnership (P3) models.

2.2.2. General Requirements: The Housing Market Study must satisfy the following requirements:

- 2.2.2.1.** Quantify market demand and absorption potential for each residential cohort.
- 2.2.2.2.** Identify pricing thresholds, amenity preferences, and willingness-to-pay metrics.
- 2.2.2.3.** Assess competitive supply and development pipeline in Montclair, Bloomfield, and the surrounding Essex County market.
- 2.2.2.4.** Recommend unit programs, ideal layouts, and amenity concepts for each target group.
- 2.2.2.5.** Evaluate feasibility and delivery structures (university-owned, P3, ground lease, affordable/senior tax-credit financing).
- 2.2.2.6.** Provide financial and policy recommendations to inform near- and long-term implementation.

2.2.3. Study Segment & Deliverables: To ensure targeted analysis, the studies are separated into Scope 'A' & Scope 'B', and as further defined below. *(Note: The University may award both Scope 'A' & 'B'; only Scope 'A'; only Scope 'B'; or neither, as deemed in the University's best interest).*

- 2.2.3.1. Scope 'A': Student, Faculty & Staff Housing**
- 2.2.3.2. Scope 'B': Market-Rate & Senior Housing**

2.2.4. Scope 'A': Student, Faculty & Staff Housing

2.2.4.1. Objectives

- Assess housing needs of undergraduate, graduate, and international students.
- Evaluate unmet demand among new and existing faculty, adjuncts, post-docs, and professional staff.
- Determine optimal unit types, amenity packages, and ideal conceptual layouts for both cohorts.

2.2.4.2. Key Tasks

- **Demand & Demographics:** Enrollment projections, retention data, employee hiring and turnover, commute patterns.
- **Pricing & Preferences:** Survey design (students and employees), willingness-to-pay and amenity tradeoffs.
- **Competitive Assessment:** Inventory of campus and off-campus housing, private student housing, nearby multifamily properties, and employer-assisted programs.
- **Feasibility Analysis:** Pro forma modeling; identification of feasible delivery structures (ground lease, master lease, P3).
- **Program & Layout Development:**
 - o Recommend residential unit programs with ideal layouts (unit sizes, bedroom/bath ratios, common-area ratios) that accommodate students and faculty/staff, and that can flexibly serve other market segments such as seniors as housing needs change over time.
 - o Provide conceptual floor plan examples or relevant precedents that meet the needs of students and faculty/staff, while incorporating adaptable configurations that allow for future program shifts.
 - o Include amenity and circulation concepts suitable for student and faculty/staff housing, ensuring that designs remain flexible enough for the University to respond to evolving housing needs.
- **Engagement:** Focus groups and interviews with Student Affairs, HR, Facilities, Enrollment, and local housing developers.
- **Deliverables:**
 - o Executive Summary of findings.
 - o Full report with financial modeling, site recommendations, and layout concepts.
 - o Excel data workbook and board-ready presentation.

2.2.5. Scope 'B': Market-Rate & Senior Housing

2.2.5.1. Objectives

- Assess broader market-rate rental and for-sale demand within the University's trade area.
- Evaluate senior (55+) housing demand, including active adult and independent living models.
- Identify ideal unit layouts and amenity configurations aligned with the market and senior housing expectations.
- Identify intergenerational or mixed-income opportunities that complement campus development.

2.2.5.2. Key Tasks

- Market Demographics & Demand: analyze population, income, and age cohorts; quantify net in/out migration; evaluate demand for multi-family and age-restricted housing.
- Competitive & Pipeline Analysis: Review comparable properties in Montclair, Bloomfield, Glen Ridge, Clifton, Verona, and neighboring markets; assess occupancy, rent trends, and concessions.
- Site Screening: Identify viable campus-adjacent and University controlled parcels, assess zoning, utilities, transit access, and partnership potential.
- Program & Layout Development: Recommend unit mix and ideal layouts by product.

- 2.3. As Needed Real Estate Consulting Services:** The Consultant is required to provide real estate consulting services under each of the following Service Categories to assist in evaluating, developing, and executing strategic real estate and economic development initiatives, on an as needed basis:
- 2.3.1.1. Advisory Services**
 - 2.3.1.2. Project Management Services**
 - 2.3.1.3. Virtual Support Services**
- 2.3.2.** The services provided to the University will be in collaboration with the Executive Director of Real Estate and Economic Development, Office of the President.
- 2.4. Advisory Services:** Consultant shall provide expert guidance on matters including, but not limited to:
- 2.4.1.** Conducting market and feasibility analyses for residential, mixed-use, institutional, and commercial projects.
 - 2.4.2.** Evaluating project proformas, sources and uses of funds, and financial metrics.
 - 2.4.3.** Assessing return on investment, risk, and financing gaps.
 - 2.4.4.** Assisting in the solicitation and evaluation of development partners or financing sources.
 - 2.4.5.** Providing recommendations on strategic real estate projects, including student or faculty housing, innovation centers, or other University development opportunities.
 - 2.4.6.** Supporting negotiations for acquisitions, leases, dispositions, and partnership agreements.
- 2.5. Project Management Services:** Consultant shall provide project management support, including, but not limited to:
- 2.5.1.** Developing project work plans, timelines, and critical path analyses.
 - 2.5.2.** Coordinating meetings with potential development partners, internal stakeholders, and legal counsel.
 - 2.5.3.** Tracking deliverables, milestones, and budgets.
 - 2.5.4.** Assisting in the preparation of binding contracts, term sheets, and project documentation.
 - 2.5.5.** Managing individual projects with attention to priority, schedule, and deliverables.
- 2.6. Virtual Project Support Services:** Consultants shall provide virtual support for tasks that may include, but are not limited to:
- 2.6.1. Drafting Support:** Preparing agreements, funding proposals, term sheets, solicitations, and reports.
 - 2.6.2. Research Support:** Conducting research, gathering data, and preparing analytical summaries to support decision-making.
 - 2.6.3. Analytical and Reporting Assistance:** Preparing draft reports, executive summaries, presentations, and visual aids (charts, graphs, tables).
 - 2.6.4. Other Virtual Support Tasks:** Performing other virtual tasks reasonably related to Montclair State University's real estate and economic development initiatives.

2.7. Deliverables

- 2.7.1.** All work product, inventions, discoveries, developments, designs, documents, data, software, reports, analyses, and any other materials, whether tangible or intangible that are conceived, created, developed, or produced by the Consultant, or with any sub-consultant, in connection with or arising out of the services performed under this Contract (collectively, the “deliverables”) shall be the sole and exclusive property of the University. The Consultant shall not use or disclose any deliverable for any purpose other than as required to perform the services under this Contract, without the prior written consent of the University.
- 2.7.2.** The Consultant shall be responsible for the complete and timely delivery of all physical and electronic deliverables (*the University anticipates that most deliverables will be in electronic format*):
- 2.7.2.1.** Physical Deliverables: Must be sent to the designated location, in complete and good condition.
- 2.7.2.2.** Electronic deliverables: Must be provided in Microsoft Word, Microsoft Excel, or Adobe PDF format; or any other acceptable format as approved by the University, on a case-by-case basis. Delivery may be provided via email, cloud storage; or shared folder, at the university’s sole request and discretion.
- 2.7.3.** The Consultant shall provide regular updates regarding the progress of all deliverables. In the event that any issue arises that may delay, hinder, or otherwise impact the quality, timeliness, or intent of a deliverable, the Consultant shall:
- 2.7.3.1.** Notify the University in writing, identifying the concern, and include a detailed description of the issue, its potential impact on the deliverable, and any additional factors.
- 2.7.3.2.** Propose a solution to solve or mitigate the issue to the extent possible, and provide any corrective actions required by the Consultant or University.
- 2.7.4.** Deliverables shall be complete, clear, and consistent, and provide sufficient documentation and analysis to support University decision making.
- 2.7.5.** Deliverables must be completed, and submitted to the University based upon the agreed schedule, including interim milestones for each phase of work, as applicable.

2.8. Project Specific Background Information: The University is presently engaged in the following several key planning initiatives:

- 2.8.1.** The University is evaluating the relocation of the current football stadium closer to other athletic facilities on campus. The existing stadium site is being considered for redevelopment as a mixed-use, transit-oriented retirement community, leveraging nearby University assets such as the Kasser Theatre.
- 2.8.2.** Several on-campus and adjacent sites are under review to expand faculty and student housing.
- 2.8.3.** The University is exploring the creation of an Innovation Center that would enable partnerships between corporations and faculty, supporting research, commercialization, and talent development.

- 2.8.4.** The Bloomfield campus currently contains several vacant, underutilized, and outdated properties. The University seeks to explore one or more public-private partnership (P3) development opportunities to reposition these assets and advance the University's academic mission and community engagement objectives.
- 2.8.5.** Within the next several weeks, the University intends to retain a design team to prepare a comprehensive Campus Master Plan that will guide growth and development over the next 10 to 15 years.

2.9. Objectives

- 2.9.1.** Through market research and site analyses, obtain expert guidance on real estate strategy, project feasibility, and development or investment opportunities on University owned property. Notably, the University is interested in opportunities for value creation, or increasing current financial return.
- 2.9.2.** Assist in negotiating acquisitions, leases, and dispositions on behalf of the University.
- 2.9.3.** Provide research and analytical support for public-private partnerships, and other economic development projects.
- 2.9.4.** Provide virtual support for drafting RFPs, proposals, and reports, ensuring high-quality deliverables in a timely manner.

2.10. Scheduled Status Meetings:

- 2.10.1.** The Consultant may be required to meet with the University on a bi-yearly basis (twice per year of contract award) either in person, or virtually, at the University's sole discretion, and at no additional cost. The Consultant shall ensure full participation from key account representatives. The meetings, at a minimum, shall focus on the following goals, or others as agreed upon between the University and Consultant based on current project needs:
 - 2.10.1.1.** Review progress on general established goals.
 - 2.10.1.2.** Review implementation success of specific ongoing projects.
 - 2.10.1.3.** Address any challenges.
 - 2.10.1.4.** Align on upcoming priorities.

2.11. Consultant Requirements:

- 2.11.1.** Consultant must be sufficiently qualified to perform all services required under this RFP. The Consultant shall possess, at all times, all licenses, registrations, certificates, and other credentials required by law or regulation in the jurisdiction(s) in which the services are provided.
- 2.11.2.** All officers, partners, members, managers, employees, agents, independent contractors, and any individuals or entities acting on behalf of the Consultant who undertake duties, that by law, require licensure or registration (including but not limited to brokering, negotiating, listing, selling, leasing, property management, valuation, appraisal, escrow, or consulting where regulated) shall themselves hold the appropriate individual license(s) or registration(s), and shall maintain such credentials in good standing.

- 2.11.3.** The Consultant shall maintain proof of all required credentials (e.g. licenses, registrations, certificates) and shall make such proof available for inspection by the University.
- 2.11.4.** Should any required credential lapse, be suspended, revoked, or become otherwise invalid, the Consultant shall immediately cease all activities that require that credential until it is reinstated, and shall give written notice to the University. Notification shall include a detailed list of all services affected by such lapse.

2.12. Location of Services:

- 2.12.1.** The University is not establishing a formal office; all services may be performed remotely or on-site, as required.
- 2.12.2.** Service locations may include:
 - 2.12.2.1.** Montclair and nearby surrounding locations: 1 Normal Ave., Montclair, NJ 07043.
 - 2.12.2.2.** Bloomfield College of Montclair State University: 467 Franklin St., Bloomfield, NJ 07003.

2.13. Customer Service Requirements

- 2.13.1.** 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.
- 2.13.2.** 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.
- 2.13.3.** 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.
- 2.13.4.** 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.

2.14. Quotes & Invoicing

- 2.14.1.** All quotes/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.
- 2.14.2.** Separate invoices shall be submitted for each project, and billing shall occur in a timely manner, within two weeks of completion of work.
- 2.14.3.** Progress billing may be considered and approved by the University, where appropriate.
- 2.14.4.** Quotes/invoices provided to the University shall include, at a minimum, the following information, as applicable, with formatting representational to the Proposal Pricing - Attachment #2 established under this RFP:
 - 2.14.4.1. Service Category**, as applicable
 - 2.14.4.2. Hourly Rate**, as applicable per Service Category
 - 2.14.4.3. Number of Work Hours**, as applicable per Service Category
 - 2.14.4.4. Grand Total**, based on all applicable sums
- 2.14.5.** Upon request by the University, the Contractor must provide additional details on any quote, or invoice, that sufficiently support the required services, materials, and/or costs, to the University's satisfaction.
- 2.14.6.** The Contractor shall provide electronic invoicing to a designated University email address (may be provided and updated during the Contract term).

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
<u>Section 1</u>	<u>Certification of Proposal - Attachment #1</u> <u>Proposal Pricing – Attachment #2</u> (<i>corresponding Excel spreadsheet</i>)
<u>Section 2</u>	<u>Technical Proposal</u> <ul style="list-style-type: none"> Refer to Section <u>3.6 Technical Proposal</u> below for details.
<u>Section 3</u>	<u>Accompanying Information:</u> Any additional and pertinent documentation included at the Bidder's discretion for the University to evaluate.
<u>Section 4</u>	<u>Required Supporting Bid Documents – Attachment #4</u> <ul style="list-style-type: none"> <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>

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 may result in lower evaluation.***

#	Technical Proposal Submissions
1	<p><u>Consultant Profile:</u></p> <ul style="list-style-type: none"> Overview of qualifications, experience, and relevant expertise. Specific experience in student and faculty housing, affordable and senior housing, academic facilities, and research and innovation facilities should be highlighted. Consultant must disclose any conflicts of interest.
2	<p><u>Key Personnel:</u></p> <ul style="list-style-type: none"> 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). Include relevant experience in higher education, housing, and research related projects.
3	<p><u>Relevant Experience:</u></p> <ul style="list-style-type: none"> Examples of past projects in higher education, public-private partnerships, or real estate development. Demonstrate the team's experience in student and faculty housing, affordable and senior housing, mixed-use and retail development, academic facilities, and research and innovation facilities.
4	<p><u>Approach and Methodology</u></p> <ul style="list-style-type: none"> Proposed approach to advisory, project management, and virtual support services. Describe how the team will collaborate and communicate with the client.
5	<p><u>References</u></p> <ul style="list-style-type: none"> At least three (3) references, including contact information.

3.7. Required Supporting Bid Documents

3.7.1. The Bidder must submit all items listed on the Required Supporting Bid Documents - Attachment #4 at the time of Proposal, or prior to the issuance of a Contract, as detailed on the form. The Supporting Bid Documents - Attachment #4 is divided into the following two sections:

3.7.1.1. Section 1: Submittals that must be provided with Proposal.

3.7.1.2. Section 2: Submittals that must be provided after the Notice of Intent to Award, and prior to Contract execution.

4. PROPOSAL PRICING & SUBMISSION

- 4.1.** The Bidder must submit its pricing using the format set forth on the corresponding Proposal Pricing – Attachment #2 (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. Hourly Rates for the following Services** *(for each year of Contract Award)*
 - 4.2.1.1. Advisory Services**
 - 4.2.1.2. Project Management Services**
 - 4.2.1.3. Virtual Support Services**
 - 4.2.2. Lump-Sum Costs** *(one-time fee)*
 - 4.2.2.1. Scope 'A': Housing Market Study - Student, Faculty, & Staff Housing**
 - 4.2.2.2. Scope 'B': housing Market Study - Market-Rate & Senior Housing**
- 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.

5.2.2. *Bidder may submit a Proposal seeking award for one, multiple, or all service categories under this RFP (service categories are detailed within Section 2, Scope of Work). The University will evaluate each service category independently, and shall not disadvantage or disqualify a Bidder based on the service category or categories for which the Bidder seeks award.*

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:

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, including references.

5.3.1.2. Real Estate Knowledge: Demonstrated understanding and exceptional knowledge of university real estate and economic development objectives.

5.3.1.3. Quality & Feasibility: The overall excellence of a proposal, considering innovation, attention to detail, and extent to which the proposal meets the goals of the University; and how practical and achievable the proposal is for successful implementation.

5.3.1.4. 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.

5.4. Price Evaluation

5.4.1. Bidders will be evaluated and ranked from lowest to highest based on their Proposal pricing. In order to estimate the total Contract value for each Bidder, the University will include the Bidder's Proposal pricing within a theoretical scope of work, matching anticipated needs over the duration of the Contract. Specifically, the following formulas will be used as the theoretical scope of work in estimating total Contract value for each Bidder:

5.4.1.1. Scope 'A': Housing Market Study: Lump-Sum Fee

5.4.1.2. Scope 'B': Housing Market Study: Lump-Sum Fee

5.4.1.3. As Needed Real Estate Consulting Services: Hourly Rate: Advisory Services (250 hours per year) + Hourly Rate: Project Management Services (150 hours per year), and Hourly Rate: Virtual Support Services (100 hours per year); and collectively summed over a three-year period.

5.4.2. Grand Total: Scope 'A' Housing Market Lump-Sum Fee + Scope 'B' Housing Market Lump-Sum Fee + As Needed Real Estate Consulting Services (collectively summed over three-years).

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 three (3) 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.

8. DEFINITIONS

8.1. General Definitions

- 8.1.1.** Addendum: Written clarification or revision to this RFP or Project Material issued by Procurement Services.
- 8.1.2.** 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.
- 8.1.3.** 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.
- 8.1.4.** Assistant Vice President of Procurement Services (AVP): University administrator with direct oversight and responsibility of Procurement Services at Montclair State University.
- 8.1.5.** 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.
- 8.1.6.** Awarded Vendor: The selected Bidder detailed on the Notice of Intent to Award resulting from this RFP.
- 8.1.7.** Best and Final Offer (BAFO): Pricing timely submitted by a Bidder upon invitation by Procurement Services after the University receives Proposals.
- 8.1.8.** Bidder: The entity providing a Proposal in response to this Request for Proposal (RFP).
- 8.1.9.** 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.
- 8.1.10.** Business Day: Any weekday, excluding Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.
- 8.1.11.** Calendar Day: Any day, including Saturdays, Sundays, Federal legal holidays, and State-mandated closings, unless otherwise indicated.

- 8.1.12.** 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.
- 8.1.13.** Contractor: The Bidder that is awarded a Contract resulting from this Request for Proposal (RFP). May also be referenced as "Consultant."
- 8.1.14.** Deliverable: Any goods, products, and/or services required by the Contractor under resulting from this RFP, and Contract.
- 8.1.15.** 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.
- 8.1.16.** 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.
- 8.1.17.** Joint Venture: A business undertaking by two or more entities to share risk and responsibility for a specific project.
- 8.1.18.** May: Denotes that which is permissible, but not mandatory.
- 8.1.19.** Must: Denotes that which is a mandatory requirement.
- 8.1.20.** 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.
- 8.1.21.** 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.
- 8.1.22.** 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.
- 8.1.23.** Procurement Services: Refers to the Montclair State University department issuing this RFP, as well as all associated Project Materials.
- 8.1.24.** 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.
- 8.1.25.** Project: The collective undertakings or services that are subject to this Request for Proposal (RFP) and/or other Project Materials.
- 8.1.26.** 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.

- 8.1.27.** 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.
- 8.1.28.** Request for Proposal (RFP): This document, establishing the Project and Contract requirements and solicits Proposals to meet the operational needs of the University.
- 8.1.29.** 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.
- 8.1.30.** 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.
- 8.1.31.** Shall: Denotes that which is a mandatory requirement.
- 8.1.32.** Should: Denotes that which is recommended, but not mandatory.
- 8.1.33.** State: The State of New Jersey.
- 8.1.34.** 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.
- 8.1.35.** University, The University or Montclair: Refers to Montclair State University.
- 8.1.36.** 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 - Proposal Pricing**
- **Attachment #3 - Cooperative Partners Price Extension**
- **Attachment #4 – Supporting Bid Documents**

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.

Vendor's Name	
Address	
Phone	
Email	
Federal Employer ID Number	
Print Name & Title	
Bidder's Signature	

Note: Bidder must initial and date any and all changes. Please print clearly.

Vendor's Primary Account Manager for the University

Name	
Phone	
Email	
<i>Vendor's Primary Account Manager shall be deemed as an appropriate contact for all contract matters.</i>	

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 #4 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.

PROPOSAL PRICING – ATTACHMENT #2

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 - Attachment #2 (corresponding Excel spreadsheet).

- Bidder should include the Proposal Pricing - Attachment #2 in excel format within its electronic submission on a flash drive.

In addition to submitting the Proposal Pricing - Attachment #2 (Excel Spreadsheet), **Bidder should complete the table below**, identifying which Service Category or Categories for which it is seeking award. Bidder should submit this page with its Proposal.

- *Note: If Bidder is not seeking award for any specific service category, then its Proposal Pricing - Attachment #2 should reflect this by not including a cost for any such service category.*

Scope of Work Service Category	Applying to be Awarded a Contract for this Scope of Work Service Category	
	Yes	No
<u>As Needed Real Estate Consulting Services</u> Includes: <ul style="list-style-type: none"> • Advisory Services • Project Management Services • Virtual Support Services 		
<u>Scope 'A': Housing Market Study</u> <ul style="list-style-type: none"> • Student, Faculty & Staff Housing 		
<u>Scope 'B': Housing Market Study</u> <ul style="list-style-type: none"> • Market-Rate & Senior Housing 		

COOPERATIVE PARTNERS PRICE EXTENSION – ATTACHMENT #3

VENDOR'S FULL LEGAL NAME:			
<p>The purpose of this <i>Cooperative Partners: Price Extension – Attachment #3</i>, is to determine if the Vendor is willing to extend its submission pricing (<i>as applicable</i>), and/or enter into a Master Contract with Montclair State University, to extend its Proposal offerings to other New Jersey public and/or private universities and colleges.</p> <p>As background:</p> <p>Montclair State University's Board of Trustees adopted a Resolution on April 16, 2021 authorizing the establishment of a cooperative pricing system with other New Jersey public colleges and universities. In order to establish such a cooperative pricing system, this RFP may result in a Master Contract with Montclair so that other New Jersey public colleges and universities may procure goods and/or services of the same specification, quality, and price contained in the Master Contract with Montclair.</p> <p>Additionally, Montclair is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the New Jersey public colleges and universities, as well as private institutions of higher education. The private institutions include: 1) Princeton University, 2) Seton Hall University, 3) Rider University, and 4) Monmouth University.</p> <p>Please respond to the questions below by providing one of the following answers for each: "<u>Yes</u>" or "<u>No</u>":</p>			
<u>Question #</u>		Respond: <u>Yes</u> or <u>No</u>	
1. Will Vendor extend its Proposal prices to any other New Jersey Public College or University?			
2. Will Vendor enter into a Master Contract that incorporates its Proposal and establish a cooperative pricing system with other New Jersey Public Colleges and Universities			
3. Will Vendor extend pricing to members of the New Jersey Higher Education Purchasing Association (NJHEPA) that are not a New Jersey Public College or University?			
<u>Certification</u>			
Signature:			
Name (printed):			
Title:			
Email:			
Phone Number:			
Date:			

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.

<u>SECTION #1: SUBMITTALS THAT MUST BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</u>		
#	<u>Documentation Description</u>	<u>Bidder's Checklist</u>
1	<u>Certification of Proposal - Attachment #1</u> <ul style="list-style-type: none"> Refer to Attachment #1 of this RFP) 	
2	<u>Proposal Pricing - Attachment #2</u> <ul style="list-style-type: none"> Refer to Attachment #2 of this RFP for information 	
3	<u>Technical Proposal</u> <ul style="list-style-type: none"> Refer to section 3.6 of this RFP for required submittals 	
4	<u>Ownership Disclosure</u> <ul style="list-style-type: none"> Refer to Ownership Disclosure Form (PDF) 	
<u>SECTION #2: SUBMITTALS THAT SHOULD BE INCLUDED BY THE BIDDER WITHIN THE PROPOSAL</u> ITEMS IN THIS SECTION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A CONTRACT		
#	<u>Documentation Description</u>	<u>Bidder's Checklist</u>
1	<u>New Jersey Business Registration Certificate (BRC)</u> <ul style="list-style-type: none"> Refer to New Jersey Business Registration Certificate (BRC) Instructions & Sample (PDF) 	
2	<u>Political Contribution Disclosure (Chapter 51/EO333)</u> <ul style="list-style-type: none"> Refer to Chapter 51/EO333 Vendor Certification and Disclosure of Political Contributions (PDF) 	
3	<u>Mandatory Equal Employment Opportunity Language</u> <ul style="list-style-type: none"> Refer to Affirmative Action language for Goods & Services (PDF) 	
4	<u>Acknowledgement of Receipt of Addenda</u> <ul style="list-style-type: none"> If issued, any Addendum will be available on the Procurement Services website 	
5	<u>Taxpayer Identification Request (W-9)</u> <ul style="list-style-type: none"> Click link above to access form 	
6	<u>Cooperative Partners Pricing Extension - Attachment #3</u> <ul style="list-style-type: none"> Refer to Attachment #3 within this RFP 	