



MONTCLAIR STATE UNIVERSITY

Request for Proposal #946

For: Emergency Chillers Rentals

| Event | Date | Time |
|---|----------------|----------|
| RFP Question Cut Off Date (Refer to RFP Section 1.3.1 for more information.) | March 14, 2011 | 4:30 pm |
| Pre-bid Conference | N/A | N/A |
| Site Visit | N/A | N/A |
| Bid Proposal Submission Due Date (Refer to RFP Section 1.3.2 for more information.) | March 30, 2011 | 10:00 am |

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

| Small Business | Status | Category |
|--|---|--|
| Set-Aside (Refer to RFP Section 4.4.2.2 for more information.) | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only | <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III |

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

Assigned Procurement Services buyer: Halyna Hotsko
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Date: March 9, 2011

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to solicit bid proposals for chilled water services via emergency rental chillers to Science Hall, Student Center, Richardson, and Dickson.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University's Vice President for Finance and Treasurer to be in the University's best interest.

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

1.2 BACKGROUND

Montclair State University is New Jersey's second largest and fastest growing university. Located just 14 miles from New York City, the University's campus spans over 246-acres. With a student population of over 18,000, a faculty/staff population of over 2,000, and a daily visitor population that ranges from the hundreds to the thousands, the campus is active 24 hours a day/7 days a week.

1.3 KEY EVENTS

1.3.1 PREBID MEETINGS AND WALK-THROUGH

N/A

1.3.2 QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.3 SUBMISSION OF BID PROPOSAL

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDUM: REVISIONS TO THIS RFP

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

ADDENDUM ISSUED WILL BE POSTED ON PROCUREMENT SERVICES WEBPAGE.

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

A bidder may designate specific information in its bid proposal as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Procurement Services.

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

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

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

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

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

2.2 CONTRACT SPECIFIC DEFINITIONS

N/A

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

Emergency Chiller Rental for Science Hall, Student Center, Richardson and Dickson

Purpose

The object of this RFP is to provide chilled water services via emergency rental chillers to *Science Hall, Student Center, Richardson and Dickson*.

Equipment to be provided by the rental:

The following equipment needs to be provided at each of the building locations listed above:

Provide four 400 ton emergency air cooled chillers, screw types.

Each emergency chiller is to be mounted on top of trailers which will be located in areas determined by MSU.

Provide all auxiliaries for the emergency chillers to connect to the electrical service of the University's 4,160V three phase building feeders A/B switch at each location.

Provide all temporary electrical cables, connectors, wires, transformer (4160V to 480V 3 phase) and isolation switches (4160v) from the MSU A/B switch to the emergency chiller's own main breaker.

Provide all the necessary protection for the temporary cables and wiring where they cross sidewalks, walkways, driveways or other areas where there is normal pedestrian or vehicular traffic.

Provide all chilled water hoses (6" in diameter) connectors, supports and fittings to connect the chilled water outlets and inlets from the emergency chillers to the building chilled water pump lines in each mechanical room.

Each emergency chiller will be required to have its own local chilled water pump on the trailer to allow it to pump the chilled water to at least the height five story building.

Provide all necessary temporary fencing to protect the chillers and the high voltage cabling switches and transformers.

Note:

Science Hall chilled water flexible hoses will require disconnection of heating system piping in lower MER and connection of the flex chilled water hose to it. They will also require a connection in the Upper MER from the heating system piping to the chilled water system.

Richardson Hall connection of flexible chilled water hoses to the system will require one set of hoses from the emergency chiller to the building piping on the exterior wall. One set from inside the building mechanical room to the chilled water piping in the building.

The Student Center electrical connection equipment will not have to include a HV (4,160 v) disconnect as the University already has one at this location. This is the only site where this is the case.

All work related to providing the listed equipment to the site is the sole responsibility of the contractor.

All bidders will be required to do a job site walk through to have a clear understanding of the scope.

Work to be performed at start up:

The contractor will provide a turnkey operation for each of the units so that the buildings chilled water system is fully functional and ready to operate with the chilled water system provided.

All mechanical installation will be done professionally, with a minimum of interruption to the University classrooms, offices and labs operations.

All vehicles used by the contractor in delivering and placing the units at the MSU building sites will be coordinated in advance with MSU.

All electrical connections to connect from the emergency chillers electrically to the campus grid for their operation will be the responsibility of the contractors. The *sole exception* is the connection between the contractor supplies HV (4160V) disconnect switch to the MSU grid A/B switch. The cabling between the contractor's provided disconnect, and the MSU A/B switch, will be provided and run by the contractor. The electrical connection to the MSU A/B switch will be made by MSU.

Any required shut downs will be requested one week in advance by the contractor and coordinated with MSU.

All de-aerating of lines from the emergency chillers to the building chilled water system will be done by the contractor in cooperation with the MSU staff. This is to ensure the system is fully purged and operates properly.

The contractor shall furnish all labor to start up the emergency chillers. Start up will be done with MSU personnel on hand to verify proper overall operations.

All equipment foot print location will be determined by MSU

Any transportation charges will be included in the cost for the A/C equipment rental.

Work to be performed at break down

All equipment provided by the contractor will be dismantled and removed from site at the sole expense of the contractor, including transportation costs, temporary fence removal, electrical and mechanical disconnections etc.

All disconnection work and removal of rented equipment from MSU equipment is to be coordinated with MSU.

The above includes all work and equipment referred to in the “**Work to be performed at start up**” section above.

Provide an alternate total cost for the first year of the rental and the rest of the years in the contract based on the chillers and auxiliaries being left on site during the intervening months. The chiller will be available in the non rental period to the contractor if they desire as long as their pick up is communicated with one week of advance notice to MSU and it is back in place by the start up period of April 15th.

Period of Performance

The rental emergency units will be ready to start up and be fully operational by April 15th 2011. The rental period will begin the day the equipment is on campus and started up in full operation. The rental period will end the date predetermined by Montclair State University, with no longer than one month in advance notice, from when the equipment is to be removed from campus. The project is estimated to be onsite for 6 months from April through October.

During the rental period the contractor will periodically inspect and maintain the units as per manufacturer specifications.

The contractor shall be entirely responsible to maintain the units. This includes any needed periodical cleaning of the condensing unit coils, on board pump checks, and any other maintenance required on the rented equipment.

The contractor shall respond to emergency calls or any trouble call from MSU that may result in the unit not providing the required chilled water within two hours (24/7)

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

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

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

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

4.3 NUMBER OF BID PROPOSAL COPIES

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 RFP SIGNATURE PAGE

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

4.4.1.2 OWNERSHIP DISCLOSURE CERTIFICATION

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Certification (Attachment #2). A current completed Ownership Disclosure Certification must be received prior to or accompany the bid

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

4.4.1.3 SOURCE DISCLOSURE CERTIFICATION

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

4.4.1.4 COMPANY QUALIFICATION CERTIFICATION

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

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE

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

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

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

4.4.2.2 SMALL BUSINESS REGISTRATION

N/A

4.4.2.3 NEW JERSEY PUBLIC WORKS REGISTRATION CERTIFICATES

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

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

No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56:26) unless the contractor is registered pursuant to this act. No contractor shall list a sub-contractor in a bid proposal for the contract unless the sub-contractor is registered

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

4.4.3 SUBMITTALS

N/A

4.4.3.1 SAMPLE TESTING

N/A

4.4.4 BID SECURITY

N/A

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the University with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its latest annual certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the University may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the University may deem the bid proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its bid proposal.

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

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #5). Failure to submit all information required will result in the bid proposal being considered non-responsive. Notwithstanding the Contract Effective Date on the RFP Signature Page, Attachment #1, each bidder is required to hold its prices firm through issuance of the contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University's Standard Contract Terms and Conditions (Appendix 1)), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Vice President for Finance and Treasurer.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of one year. The anticipated "Contract Effective Date" is provided on the Signature Page (Attachment #1) of this RFP: If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2) one-year periods, by the mutual written consent of the contractor and the University's Vice President of Finance and Treasurer.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University's Vice President for Finance and Treasurer.

5.5 CONTRACTOR'S WARRANTY

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor's performance of the contract.

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

- Price
- Experience of the bidder
- The bidder's past performance under similar contracts.
- Delivery time

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bid proposals:

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

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

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

Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and

other factors considered. The University reserves the right to reject any or all bids, or to award in whole or in part, if deemed to be in the best interest of the University to do so. Furthermore, the University reserves the right to waive any other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

7.1 DOCUMENTS/APPROVALS REQUIRED BEFORE CONTRACT AWARD FINALIZATION

7.1.1 PERFORMANCE AND PAYMENT BONDS

N/A

7.1.2 AFFIRMATIVE ACTION – Pease reference Attachment# 8

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

7.1.3 POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

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

contribution is made. The required form and instructions, available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

7.1.3.1 STATE TREASURER APPROVAL

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

7.1.3.2 ADDITIONAL POLITICAL CONTRIBUTION DISCLOSURE REQUIREMENTS

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

7.1.4 INSURANCE CERTIFICATES

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

7.1.5 VENDORS RIGHT TO PROTEST AWARD OF CONTRACT

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

<http://www.montclair.edu/procurement/awardedcontracts/index.html>.

APPENDIX #1

MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

1. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

available from ELEC at 888-313-3532 or at <http://www.elec.state.nj.us/>.

1.11. SET-OFF FOR STATE TAXES AND CHILD SUPPORT- Pursuant to N.J.S.A. 54:49-19, if the contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

2. LIABILITIES

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

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

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

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

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

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

aggregate. A “per location or project endorsement” shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

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

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

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

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

3. CONTRACT EXTENSION

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

4. CONTRACT TERMINATION

a. Change of Circumstance:

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the

University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

b. For cause:

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

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

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

5. SUBCONTRACTING OR ASSIGNMENT

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

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

6. PERFORMANCE GUARANTEE

The contractor certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.

- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

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

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

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

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

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

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

8. MAINTENANCE OF RECORDS

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

period of five (5) years from the date of final payment, and such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. PRICE FLUCTUATION DURING CONTRACT

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

10. TAX CHARGES

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

11. PAYMENT TO CONTRACTOR

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

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

- a. The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Attorney General and the Executive Commission on Ethical Standards.
- c. The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

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

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

14. CLAIMS

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

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

AUTHORIZED SIGNATURE

NAME

TITLE

COMPANY NAME

DATE

**ATTACHMENT # 1
RFP SIGNATURE PAGE**

| | |
|--|--|
| REQUEST FOR PROPOSAL No. 946 | |
| FOR: Emergency Chillers Rentals | RETURN BID PROPOSAL TO: OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 855 VALLEY ROAD, SUITE 112 CLIFTON, NJ 07013 |
| ESTIMATED AMOUNT: \$ _____ CONTRACT EFFECTIVE DATE: April 15, 2011 CONTRACT EXPIRATION DATE: April 14, 2012 | PROCUREMENT SERVICES BUYER: Halyna Hotsko TEL #: (973) 655-7010 FAX#: (973) 655-7643 |
| <p>1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF _____ ON _____ AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):</p> <p align="center">OFFICE OF PROCUREMENT SERVICES MONTCLAIR STATE UNIVERSITY 855 VALLEY ROAD, SUITE 112 CLIFTON, NJ 07013</p> <p>2. THE BIDDER MUST SIGN THIS RFP SIGNATURE PAGE.</p> <p>3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.</p> <p>4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</p> <p>5. ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPREARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.</p> <p>6. THE BIDDER MUST COMPLETE AND SUBMIT WITH BID, THE OWNERSHIP DISCLOSURE FORM (ATTACHMENT# 2), SOURCE DISCLOSURE CERTIFICATION (ATTACHMENT# 3), COMPANY QUALIFICATION CERTIFICATION (ATTACHMENT# 4) AND PRICE SHEET (ATTACHMENT# 5).</p> <p>7. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. N/A</p> <p>8. FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING (RFP SECTION 4.4.2.2).</p> <p>9. BY SIGNING THIS RFP SIGNATURE PAGE, THE BIDDER CERTIFIES AND CONFIRMS THAT NEITHER THE BIDDER, ITS REPRESENTATIVES, AGENTS OR LOBBYISTS HAVE INITIATED ANY INAPPROPRIATE CONTACT WITH ANY UNIVERSITY EMPLOYEE DURING THE PROCUREMENT TO ATTEMPT TO AFFECT THE BIDDING PROCESS AND SHALL NOT DO SO AFTER SUBMISSION OF THE BID PROPOSAL.</p> <p>10. THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND MUST SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL (SEE RFP SECTION 4.4.2.1.).</p> <p>10. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.</p> | |
| TO BE COMPLETED BY BIDDER | |
| 11. FIRM NAME: _____ ADDRESS: _____ _____ | |
| 12. BIDDER TEL#: _____ EXT: _____ | 13. FEDERAL EMPLOYER IDENTIFICATION # _____ |
| 14. BIDDER FAX#: _____ | 15. BIDDER E-MAIL ADDRESS: _____ |
| SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE BY THE UNIVERSITY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN CONTRACT TERMINATION. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE UNIVERSITY, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE. | |
| ORIGINAL SIGNATURE OF BIDDER | DATE |
| PRINT/TYPE NAME | TITLE |

ATTACHMENT #2



MONTCLAIR STATE
UNIVERSITY

OWNERSHIP/STOCKHOLDER DISCLOSURE FORM

Name of Bidder _____

Address _____

City/State _____

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

| Name | Street Address | City | County | State | Zip Code |
|------|----------------|------|--------|-------|----------|
|------|----------------|------|--------|-------|----------|

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

President for the Firm _____ Phone _____

(Type or print name)

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

- () Listing of stockholders' names and addresses have been submitted to the University and is current and correct to the best of my knowledge, with the exceptions listed above.
- () The list of stockholders above is current and correct to the best of my knowledge.
- () There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

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

By: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT 3
SOURCE DISCLOSURE CERTIFICATION

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

SOURCE DISCLOSURE REQUIREMENTS

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

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

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

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

ATTACHMENT #3
SOURCE DISCLOSURE CERTIFICATION

Bidder: _____

RFP #: 946

I hereby certify and say:

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

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

Instructions:

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

| Bidder and/or Subcontractor | Description of Services | Locations[s] by Country | Reasons why services cannot be performed in US |
|-----------------------------|-------------------------|-------------------------|--|
|-----------------------------|-------------------------|-------------------------|--|

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the contractor to the Director of Procurement Services, Montclair State University.

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

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

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

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

Bidder: _____
[Name of Bidding Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

VI. COMMENTS:

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

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

Bidder: _____

[Name of Bidding Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT #5

PRICE SHEET(S)

YEAR 1

| Building | Student Center | Dickson | Richardson | Science Hall |
|--|-----------------------|----------------|-------------------|---------------------|
| Start up price | | | | |
| Break Down price | | | | |
| Monthly rental price | | | | |
| Total cost for 6 Months (sum of the Start up, break down, and 6 months rental) | | | | |
| Alternate total cost (with equipment left on site) | | | | |

Optional YEAR 2

| Building | Student Center | Dickson | Richardson | Science Hall |
|--|-----------------------|----------------|-------------------|---------------------|
| Start up price | | | | |
| Break Down price | | | | |
| Monthly rental price | | | | |
| Total cost for 6 Months (sum of the Start up, break down, and 6 months rental) | | | | |
| Alternate total cost (with equipment left on site) | | | | |

Optional YEAR 3

| Building | Student Center | Dickson | Richardson | Science Hall |
|--|-----------------------|----------------|-------------------|---------------------|
| Start up price | | | | |
| Break Down price | | | | |
| Monthly rental price | | | | |
| Total cost for 6 Months (sum of the Start up, break down, and 6 months rental) | | | | |
| Alternate total cost (with equipment left on site) | | | | |

ATTACHMENT # 6

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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