



# Request for Proposal No. R196-24

## Laundry Machine Lease with Maintenance & Repair Services **REVISION 1**

Event	Date	Time
<b>Non-Mandatory Pre-bid Conference/Site Visit Meet at Skyline Hall laundry room</b>	March 19, 2024	10:00 AM
<b>RFP Question Cut Off Date</b> (Refer to RFP Section 1.3.2 for more information.)	March 25, 2024	4:30 PM
<b>Addendum (To be issued if necessary.)</b>	March 29, 2024	N/A
<b>Bid Proposal Submission Due Date</b> (Refer to RFP Section 1.3.3 for more information.)	April 17, 2024	2:00 PM

Dates are subject to change. All changes will be reflected in Addendum to the RFP which will be posted on the Purchasing Department webpage.

### RFP Issued By

William Paterson University Purchasing Department  
College Hall Room 320  
358 Hamburg Turnpike, Wayne, NJ 07470  
Phone: 973.720.2101  
<http://www.wpunj.edu/purchasing/>

Assigned Purchasing Contact: Steve Sondey  
Telephone No: 973-720-2862  
E-mail: sondeys@wpunj.edu

Date: March 5, 2024, **Revised March 29, 2024**

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Notice Print Date: March 5, 2024 in *The Star-Ledger*

**NOTICE TO BIDDERS  
RFP # R196-24**

PUBLIC NOTICE is hereby given that sealed request for proposals for Residence Life laundry machine lease, maintenance and repair services at William Paterson University of New Jersey, located at 300 Pompton Road, Wayne, New Jersey will be received in accordance with the posted bid documents by the University's Director of Purchasing until **2:00 P.M.** on **April 17, 2024** at which time all proposals will be opened in a Zoom video conference and results posted to the Purchasing Office website.

**A non-mandatory pre-bid meeting and site inspection is scheduled for 10:00 A.M. March 19, 2024. Meet at Skyline Hall laundry room located on the main campus of William Paterson University at 300 Pompton Road Wayne, New Jersey 07470.**

Parking is available in Lot 6 or the upper tier of Lot 5. If due to inclement weather or for any other reason, the University is closed on this day, the non-mandatory pre-bid meeting and site inspection will be held on the next business day that the University is open.

Proposals are to be submitted as an electronic PDF attachment e-mailed to [purchasing@wpunj.edu](mailto:purchasing@wpunj.edu). It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time.

Bid documents may be accessed at the following link:  
<http://www.wpunj.edu/purchasing/bid.html>.

Bidders may not submit more than one proposal. The William Paterson University of New Jersey may reject any or all proposals or waive any informalities in accordance with applicable law. No proposals shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Equal Employment Opportunity and Affirmative Action.

Steve Sondey – Director of Purchasing

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## **1. INFORMATION FOR BIDDERS**

### **1.1. PURPOSE AND INTENT**

1.1.1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit bid proposals for services to be performed on the campus of William Paterson University of New Jersey, 300 Pompton Road, Wayne, NJ 07470.

1.1.2. **INTENT:** Based on this RFP, the University intends to award a contract to the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

1.1.3. **TERMS:** William Paterson University standard Terms & Conditions (see attachment marked Terms & Conditions) will apply to all contracts or purchase agreements. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2. BACKGROUND**

1.2.1. **CURRENT CONTRACT:** The University's current contract for services is either expiring or not being extended and the University is soliciting proposals for a new contract.

1.2.2. **THE UNIVERSITY:** William Paterson University is a public institution of higher education established pursuant to Chapter 64 of the laws of the State of New Jersey (N.J.S.A. 18A: 64-1, et seq.)

William Paterson University is the third oldest public institution in New Jersey, chartered in 1855 in the city of Paterson. The University is named for William Paterson (1745-1806), the New Jersey patriot who was a signer of the Constitution, one of New Jersey's first U.S. senators, New Jersey's second governor, and a U.S. Supreme Court Justice.

Set on 370 wooded acres in Wayne and North Haledon, New Jersey, the University's main campus and four remote sites are just three miles from the historic Great Falls in Paterson yet just 20 miles from the rich cultural, artistic, and commercial life of New York City. The University has nearly 10,000 students and employs approximately 400 full time faculty. The main campus includes 40 buildings totaling 1.9 million square feet.

Granted university status in 1997, William Paterson University is one of the nine state colleges and universities of the State of New Jersey ("the State"), with a mission that incorporates teaching, research and creative activity and service. The State legislature annually appropriates funds to support the University's operations. Under the law, the University is an instrumentality of the State with a high degree of autonomy.

### **1.3. KEY EVENTS**

1.3.1. **PRE-BID MEETING AND SITE INSPECTION:** The University may require that interested bidders attend a pre-bid meeting and or a site inspection. The purpose of this meeting or inspection is to provide the interested bidder the opportunity to present questions and see the University facilities where the services are to be performed. The University may require mandatory attendance at the meeting or inspection as a pre-

requisite for submitting a proposal. The University will not accept a proposal from a bidder that failed to attend a mandatory pre-bid meeting or a mandatory site inspection.

1.3.1.1. A **non-mandatory** pre-bid meeting and site inspection is required for this request for proposal so that all interested bidders have an equitable opportunity to make a thorough and complete examination of the site and to understand the site landscape so as to submit a detailed proposal that accurately reflects the work to be completed and which provides the University the information to equitably evaluate the proposals.

1.3.1.2. The non-mandatory pre-bid meeting and site inspection is scheduled for **10:00 A.M. March 19, 2024. Meet at Skyline Hall laundry room** located on the main campus of William Paterson University at 300 Pompton Road Wayne, New Jersey 07470. Parking is available in Lot 6 or the upper tier of Lot 5. If due to inclement weather or for any other reason, the University is closed on this day, the non-mandatory pre-bid meeting and site inspection will be held on the next business day that the University is open.

1.3.2. QUESTION AND ANSWER PERIOD: The University will accept only written questions from all potential bidders in accordance with the procedure outlined in this RFP. All questions are to be submitted in writing via e-mail to Steve Sondey, Director of Purchasing at [sondeys@wpunj.edu](mailto:sondeys@wpunj.edu). All questions received will be answered in an addendum which will be posted to the Purchasing Department's website.

1.3.2.1. The last day to submit questions for this request for proposal is **March 25, 2024 at 4:30 P.M.**

1.3.3. SUBMISSION OF BID PROPOSAL: In order to be considered for award, the bid proposal must be received by the William Paterson University Purchasing Department before or at the submission due date and time. Any bid proposal NOT received on time at the location indicated below will be rejected.

1.3.3.1. **Proposals are to be submitted as an electronic PDF attachment e-mailed to purchasing@wpunj.edu.** It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time. It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time.

#### 1.4. ADDITIONAL INFORMATION

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

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 AND CONFIDENTIALITY:** Subsequent to bid opening, all information submitted by bidders in response to the RFP 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 common law.

A bidder may designate specific information 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 this RFP response, 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 the University and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the University or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact the William Paterson University Purchasing Department to inspect bid proposals received in response to this RFP.

1.4.5. **BID OPENING:** Not applicable to this RFP.

1.4.6. **PRICE ALTERATION:** Not applicable for electronic submissions.

The following is applicable for both electronic and paper submissions. The bidder must complete and sign all price sheets leaving no blank or empty fields. If applicable, the bidder shall enter No Charge or zero (0). Failure to provide an entry in any price sheet field will result in rejection of the bid.

1.4.7. **BID WITHDRAWAL:** A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to the William Paterson University Director of Purchasing. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated.

1.4.8. **VALIDITY OF BID:** Submitted bids shall be valid for a period of sixty (60) days to allow for sufficient time for bid evaluation and contract award. This period may be extended based on agreement from the bidder(s).

1.4.9. **RIGHT TO CANCEL:** The University reserves the right, in its sole discretion, to cancel this RFP without obligation and for any reason, in part or in its entirety.

## **2. DEFINITIONS**

2.1. **GENERAL DEFINITIONS:** The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by William Paterson University Purchasing Department.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

**The University or University or WPUNJ** – William Paterson University of New Jersey

**Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by William Paterson University.

**Contractor** – The bidder awarded a contract resulting from this RFP.

**May** – Denotes that which is permissible, not mandatory.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**State** – State of New Jersey

**Equipment, Item or Product** – Refers to the purchase unit.

### 3. SCOPE OF WORK

3.1. GENERAL: This RFP is for the provision of commercial grade washers and dryers for use in the University residence halls located on the main campus. The machine types consist of standalone front load washers, standalone top load washers, standalone front load dryers, stacked front load dyers and stacked washer dryer combinations. The Contractor is responsible for removal and disposal of all existing machines and installation of all new machines. The Contractor shall provide a program covering machine maintenance and repair.

#### 3.2. EQUIPMENT BY QUANTITY, TYPE AND MODEL

3.2.1. Fifty (50) top load washers Speed Queen model number SWNNY2SP116TW01.

3.2.2. Four (4) front load washers Speed Queen model number SFNNYASP116TW01.

3.2.3. Eleven (11) front load gas dryers Speed Queen model SDGNYAGS116TW01.

3.2.4. Twenty-three (23) gas dryer stacks (46 machines) Speed Queen model number SSGNYFGS116TW01.

3.2.5. Twelve (12) washer dryer combos (24 machines) Speed Queen model number STGNYFSP116TW01.

3.2.6. MONITORING SYSTEM: All machines are to be equipped with the monitoring system provided by Speed Queen. The University will provide network connection for the equipment.

3.2.7. The machines must be new.

- 3.2.8. The machines must be white.
- 3.2.9. All machines are not to be coin operated.
- 3.2.10. All equipment must be the manufacturer and model specified or equivalent substitute.
- 3.2.11. Replacement parts must be readily available.
- 3.2.12. No used or reconditioned equipment will be acceptable.

### 3.3. OLD EQUIPMENT DISCONNECTION AND REMOVAL

- 3.3.1. At conclusion of the contract should the University choose not to extend the contract, the Contractor is responsible for disconnection, remove from campus, and proper disposal, of all machines, at no additional cost to the University. Removal of the machines from campus shall be coordinated by the incumbent Contractor to correspond with installation of the new machines so that the time between removal and installation causes limited interruption of services.

### 3.4. DELIVERY AND INSTALLATION OF NEW EQUIPMENT

- 3.4.1. DELIVERY LOCATION: Equipment is to be delivered to the University's main campus located at 300 Pompton Road, Wayne, New Jersey 07474.

- 3.4.1.1. Machines are to be delivered to each individual residence hall, to the correct floor and the correct room as per Attachment No. 1.

- 3.4.2. DELIVERY DATE: The University anticipates being able to take delivery of the equipment in July 2024. This is an estimate and may change. If necessary, the Contractor agrees to hold and or store, the equipment, at no additional cost to the University, until the University is ready to take delivery.

- 3.4.3. DELIVERY LOGISTICS: All deliveries shall be coordinated with a University staff member or the University's designated contractor, to establish an acceptable date and time. The University will assign an individual to coordinate the deliveries following award of the contract.

- 3.4.4. Incorrect delivery assignments will be corrected by the contractor with no additional expense to the University.

- 3.4.5. A truck with a lift gate will be necessary for the delivery because there is no loading dock at the delivery location.

- 3.4.6. INSTALLATION: The Contractor shall install all equipment as per manufacturer's specifications. This includes: placing each machine in the correct location, making the water connections, making the electrical connection, making the gas connection and making the dryer vent connection.

- 3.4.6.1. The Contractor shall provide new flexible gas connectors upon installation of each new dryer.



3.4.6.2. The Contractor shall provide all dryer vent parts necessary to connect to the University's duct system. Dryer vents shall be connected using aluminum tape. Duct tape shall not be used. Dryer vent connections must be of rigid or corrugated semi-rigid metal duct. Plastic ducting shall not be used.

3.4.6.3. The Contractor shall number each machine.

3.4.6.4. INSTALLATION DATE: The University prefers all machines to be installed, connected and operational by August 15, 2024.

### 3.5. CONTRACTOR RESPONSIBILITIES DURING INSTALLATION AND REMOVAL

3.5.1. The Contractor is responsible for protecting University property from damage during installation and removal. The Contractor will be responsible for the cost to repair any damage caused.

3.5.2. The Contractor is responsible for removal of all installation debris from the work area or placement of debris in a dumpster if provided by the University.

3.5.3. The Contractor is responsible for removal of all tools, supplies and equipment used by the Contractor. The University will not be held responsible for any tools, supplies or property left by the Contractor.

3.5.4. All work is to be performed during normal business hours.

### 3.6. REPAIR AND MAINTENANCE FOR LEASED EQUIPMENT

3.6.1. The Contractor shall provide repair, service and maintenance for all leased machines for the duration of the lease. The cost for this service agreement is to be included in the lease price of the equipment.

3.6.2. MONTHLY INSPECTION: Once a month as part of the maintenance agreement, and at no additional cost to the University, the Contractor shall conduct an inspection to assure machines are in proper working order. This includes, but is not limited to: inspecting hoses and connections, performing maintenance, cleaning dryer lint traps, and assuring dryer vent connections are in working order. (The University is responsible for cleaning dryer vent ducts to the exit of the building.)

3.6.2.1. Following each inspection the Contractor shall provide a summary report to the University showing the inspection results and all repairs.

3.6.3. REPAIRS: The Contractor shall make all machine repairs necessary to assure all machines are in good working order.

3.6.4. PARTS AND LABOR: The Contractor will NOT bill the University for repair parts and labor for leased machines.

### 3.7. SERVICE CALLS

3.7.1. Service repair calls placed by the University must be resolved by repair of the machine, within 24 hours or on the next business day. The Contractor shall provide a written

service call report to the University, immediately following inspection and/or repair of the malfunctioning machine.

### 3.8. PRICING

3.8.1. Prices quoted are to include all charges. This includes, but is not limited to the following: delivery, installation, removal at the end of the contract period, maintenance and repair, and lease.

3.8.2. The University is exempt from paying State of New Jersey sales tax.

### 3.9. BIDDER QUALIFICATIONS

3.9.1. The Bidder must be an authorized dealer and/or installer of the equipment being proposed and must provide proof of same in the submission.

3.9.2. Bidders with a minimum of five (5) years of experience providing similar equipment to Stat of New Jersey entities are preferred.

3.10. BRAND NAME OR EQUIVALENT SUBSTITUTE: The Bidder is to quote and provide brand name product as identified in this RFP or equivalent substitute. When recommending a product substitute the Bidder must include in the RFP submission, a detailed comparative analysis of the branded product and the equivalent substitute product. The University reserves the right, at its sole discretion, to reject any substitute product.

## 4. BID PROPOSAL PREPARATION AND SUBMISSION

4.1. GENERAL: The bidder is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.

4.2. BID PROPOSAL DELIVERY AND IDENTIFICATION: In order to be considered, a bid proposal must arrive at the William Paterson University Purchasing Department before or at the date and time indicated in the RFP. ~~The exterior of all bid proposal envelopes/package should be labeled with the bid identification number, the final bid opening date and time and the name of the bidder.~~ The bid is to be e-mailed as an attachment(s) to purchasing@wpunj.edu. The subject of the e-mail must contain the bid number and name.

4.3. NUMBER OF BID PROPOSAL COPIES: ~~The bidder must submit one (1) complete printed original bid proposal, clearly marked as the original bid proposal. The bidder must submit one (1) complete copy of the proposal in electronic form on a USB flash drive to be enclosed in the sealed submission along with the original bid proposal. An editable copy of all spreadsheet price requests is to be included on the USB flash drive. The copy request is necessary in the evaluation of the bid proposal.~~ The bidder must submit one (1) proposal e-mailed as an attachment to purchasing@wpunj.edu.

4.4. BID PROPOSAL CONTENT: The bid proposal must be submitted ~~in writing~~ as one complete package with all of the required documentation and completed forms as specified in the RFP.

4.4.1. DOCUMENTS THAT MUST BE SUBMITTED WITH BID PROPOSAL: The following must be submitted with all proposals.

4.4.1.1. SIGNATURE PAGE, PRICE SHEET(S), REFERENCES, and COOPERATIVE PURCHASING: The bidder shall complete and submit the following as provided in the RFP: Signature page, all Price Sheets, Business References page, Bidder Qualification page, Cooperative Purchasing page.

4.4.1.2. OWNERSHIP DISCLOSURE FORM: The Bidder shall complete and submit with the proposal the Ownership Disclosure form. See the file: RFP Terms Conditions and Forms.

4.4.1.3. NON-COLLUSION AFFIDAVIT: The Bidder shall complete and submit with the proposal the Non-Collusion Affidavit. See the file: RFP Terms Conditions and Forms.

4.4.1.4. CONFLICTS OF INTEREST: The Bidder shall complete and submit with the proposal the Conflicts of Interest form. See the file: RFP Terms Conditions and Forms.

4.4.1.5. BID SECURITY AND STATEMENT OF SURITY: Not required for this RFP. ~~If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal. See Section 5 Special Contractual Terms and Conditions of this RFP for additional information.~~

4.4.1.6. W-9: Bidder shall complete and submit with the proposal an IRS W-9 form.

4.4.1.7. Supplier Information Form: Bidder shall complete and submit with proposal.

#### 4.4.2. PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH BID PROPOSAL:

4.4.2.1. BUSINESS REGISTRATION CERTIFICATE: All business organizations that do business with the University are required to be registered with the State and provide proof of that registration before the University may enter into a contract. See the file: RFP Terms Conditions and Forms.

4.4.2.2. THE PUBLIC WORKS CONTRACTOR REGISTARTION ACT CERTIFICATE: Not applicable for this RFP.

4.4.3. FORMS THAT MUST BE SUBMITTED **BEFORE** CONTRACT AWARD: The following forms must be submitted to the William Paterson University Purchasing Department before a contract is awarded as a result of this RFP.

4.4.3.1. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION: The bidder must complete the Exhibit A Certification form to show evidence of compliance. The bidder is required to submit a copy of its certificate 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 the attached Affirmative Action Employee Information Report (AA-302). See the file: RFP Terms Conditions and Forms.

4.4.3.2. CERTIFICATION OF NON-INVOLVEMENT IN

PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS: The bidder is required to complete a certification indicating whether or not the bidder is engaged in prohibited activities in Russia or Belarus.

4.4.3.3. CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with William Paterson University Terms and Conditions. See the file: RFP Terms Conditions and Forms.

4.4.3.4. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: The Bidder shall complete and submit with the proposal the Disclosure of Investment Activities in Iran. See the file: RFP Terms Conditions and Forms.

## 5. SPECIAL CONTRACTUAL TERMS & CONDITIONS

- 5.1. PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the William Paterson University Standard Terms and Conditions.
- 5.2. CONTRACT TERM AND EXTENSION OPTION: The term of this contract shall be for a period of five years, beginning on or about July 1, 2024. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term as identified in this document.
- 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.
- 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 approved by both the contractor and the University.
- 5.5. CONTRACTOR RESPONSIBILITIES: The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The review, approval, acceptance or payment for any service shall not be construed as a waiver of any rights that the University may have arising out of the contractor's performance of the contract.
- 5.6. SUBCONTRACTING OR ASSIGNMENT: The contract may not be subcontracted or assigned by the contractor in whole or in part without prior written consent of the University.
- 5.7. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS: In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the University shall notify the Contractor of such failure or default and demand that the same be remedied within a specific period of time. In the event of the failure of the Contractor to remedy the same within said period, the University shall take steps to terminate the contract. In this event, the University

will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Contractor to be deducted from any monies due. It shall also be incumbent upon the contractor to continue operations until relieved by a newly selected Contractor.

- 5.8. **UNIVERSITY'S OPTION TO REDUCE SCOPE OF WORK:** The University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such event, the University shall provide advance written notice to the contractor.
- 5.9. **AVAILABILITY OF FUNDS:** The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available for each fiscal year.
- 5.10. **PREVAILING WAGE:** Each Contractor or any Sub-contractor shall comply with the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, and this Act is hereby made a part of every contract entered into on behalf of the College.

In the event it is found that any workman, employed by any Contractor or any Sub-contractor covered by any contract in excess of \$2,000 has been paid a rate of wages less than the Prevailing Wage required to be paid by such contract, the Contract Administrator may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any workman employed on a public project.

The bidder shall submit with the proposal the bidder's Public Work Contractor Registration Act certificate.

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within (10) days of the payment wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone (609) 292-2259.

- 5.11. **PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT:** During the term of the contract the Contractor agrees to comply with N.J.S.A 10:5-33 regarding anti-discrimination.
- 5.12. **INDEMNIFICATION:** See the attachment titled William Paterson University Terms and Conditions.
- 5.13. **INSURANCE:** The successful bidder shall secure and maintain in force for the term of the contract liability insurance. See the attachment titled William Paterson University Terms and Conditions for the specific insurance requirements.

~~5.14. STATEMENT OF SURETY, BID BOND AND PERFORMANCE BOND: Not required for this RFP. All bidders shall submit, with their bid, a statement of surety issued from a bonding company licensed to do business in the State of New Jersey. The bonding company's statement shall confirm its intent to issue a performance bond to the bidder for 100% of the annual contract amount bid if awarded a contract for this project.~~

~~All bidders are required to submit a bid bond from a bonding company licensed to do business in the State of New Jersey. The bid bond shall be for 10% of the annual amount bid not exceeding \$20,000.00. Should the successful bidder fail to enter into this contract the bidder will forfeit the bid security.~~

~~The successful bidder must submit a Performance Bond in the amount of 100% of the amount of the annual award within thirty (30) days after receiving notification of the award. The Performance Bond must be in force for the term of the contract.~~

5.15. DIANE B. ALLEN EQUAL PAY ACT: Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. See the file: RFP Terms Conditions and Forms.

## 6. PROPOSAL EVALUATION

- 6.1. PROPOSAL EVALUATION COMMITTEE: Bid proposals may be evaluated by a committee composed of members of the University Unit/Department responsible for managing the project, the University's Purchasing Department and other University employees.
- 6.2. ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL: A bidder may be required to give an oral presentation to the University concerning its bid proposal. The University may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
- 6.3. EVALUATION CRITERIA: The University may use, but is not limited to, the following evaluation criteria; A) The bidder's general approach and plans in meeting the requirements of the RFP, B) The bidders detailed approach and plans to perform the services required, C) The bidder's documented experience in successfully performing contracts of a similar size and scope, D) The bidder's experience in performing contracts for William Paterson University, other State Colleges and Universities, private institutions of higher education, and agencies of the State of New Jersey, E) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, F) The overall ability of the bidder to mobilize, undertake and successfully complete the contract and G) The bidder's quoted price and all other related costs to be incurred by the University.
- 6.4. ERRORS AND OMISSIONS: 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 unit price and extended price and the

bidder's intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid.

William Paterson University reserves the right to waive any technical or formal defects found in the RFP submission.

- 6.5. REJECTION OF PROPOSAL: The University reserves the right, in its sole discretion, to reject any or all bids, or to accept a proposal in whole or in part, if deemed to be in the best interest of the University to do so.
- 6.6. NEGOTIATION AND BEST AND FINAL OFFER (BAFO): Following the opening of bid proposals, the University, may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a best and final offer (BAFO) from one or more of the bidders.

Initially, the University will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the University, price and other factors considered. The University may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the University's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the University's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO, the University will complete its evaluation and issue an award to the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

## **7. CONTRACT AWARD**

- 7.1. MULTIPLE AWARDS: The University reserves the right to award contracts as a result of this RFP to more than one bidder.
- 7.2. In accordance with N.J.S.A. 18A:64-70, the University will award a contract as a result of this request for proposal to the responsible bidder(s) whose bid, conforming to the invitation to bid is most advantageous to the University, price and all other factors considered.



## 8. CONTRACT ADMINISTRATION

- 8.1. AUDIT: The University reserves the right to request from the contractor during the term of the agreement copies of the contractor's documentation and or information reports related to the performance of the contract. The requests could include, but are not limited to, copies of licenses or permits, reporting of invoiced data, copies of call reports.
- 8.2. DOCUMENT RETENTION: The Contractor shall maintain all documentation related to the products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request.

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**9. SIGNATURE PAGE**

**WPUNJ ADVERTISED REQUEST FOR PROPOSAL RESPONSE**

Bid Identification # **R196-24** Description: **Laundry Machine Lease with Maintenance & Repair Services**

This bid proposal MUST be received by the William Paterson University Purchasing Department before or at **2:00 P.M. on April 17, 2024**, at which time responses will be publicly opened and read. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted.

Read the entire Request for Proposal, including all terms, conditions and attachments.  
Documentation below marked with an X must be provided in the RFP submission.

<u>Document</u>	<u>With RFP Submission</u>	<u>Document</u>	<u>With RFP Submission</u>
Signature Page	<b>X</b>	Ownership Disclosure Form	<b>X</b>
All Price sheets	<b>X</b>	Business Registration Certificate	<b>X</b>
Bidder Qualification	<b>X</b>	Public Works Contractor Reg. Cert.	<b>Not Required</b>
Bidder Business References	<b>X</b>	Source Disclosure	<b>X</b>
Cooperative Purchasing	<b>X</b>	Supplier Information Sheet	<b>X</b>
Non-Collusion Affidavit	<b>X</b>	W-9	<b>X</b>
Conflicts of Interest	<b>X</b>	Bid Security	<b>Not Required</b>
Employee/Relative Disclosure	<b>X</b>	Statement of Surety	<b>Not Required</b>

Documentation below marked with an X must be provided before a contract award.

<u>Document</u>	<u>Before Contract Award</u>
Performance Bond	<b>Not required</b>
Equal Employment Opportunity	<b>X</b>
Prohibited Activities in Russia or Belarus	<b>X</b>
Insurance Certificate	<b>X</b>
Disclosure of Investment Activities in Iran	<b>X</b>

**INFORMATION TO BE COMPLETED BY BIDDER**

1. Bidder's Company Name:		2. Phone Number:	3. Leave Blank
4. Bidder's Company Address:		5. Bidder's Tax ID:	6. Cash Discount Terms:
7. Estimated Amount of Contract:	8. Amount of Bid Security \$: Not Applicable	9. Amount of Performance Security \$: Not Applicable	
10. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Bidder acknowledges receipt of the following addenda: Addendum Number      Date of Addendum			
_____		_____	
_____		_____	
_____		_____	
11. SIGNATURE of BIDDER:	12. TITLE:	13. DATE:	Notice: The University will pay invoices only when the Contractor has complied with all terms and conditions of the contract
14. NAME: (Print or Type)	15. E-MAIL:		

**10. PRICE SHEET**

**RFP #R196-24 Laundry Machine Lease with Maintenance & Repair Services**

10.1

Contract Year	Annual Amount in Dollars
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Total for 5 years	

COMPANY NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

**11. BIDDER QUALIFICATIONS**

Check Yes, No or NA (Not Applicable) for each question.	Yes	No	NA
1. Has the bidder provided like equipment or services for five (5) years or more?			
2. Has the bidder done business with William Paterson University in the past?			
3. Has the bidder done business with other State of New Jersey Colleges/Universities in the past?			
4. Has the bidder done business with private Colleges or Universities in the past?			
5. Has the bidder done business with any State of New Jersey agency other than a State College or University in the past?			
6. Has the bidder ever been barred from doing business with any local, state or federal governments/agencies or institutions?			
7. Are there any pending lawsuits, legal actions, or litigations against the bidder?			
8. Does the bidder have any liens against goods/services which would impact delivery of product or completion of services?			
9. Has the bidder ever filed or petitioned for bankruptcy?			
10. Is the bidder a certified dealer/installer of the equipment?			

COMPANY NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

**12. BIDDER BUSINESS REFERENCES**

**Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:**

Reference 1.

Entity Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

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

Number of years agreement in place: \_\_\_\_\_

Reference 2.

Entity Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

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

Number of years agreement in place: \_\_\_\_\_

Reference 3.

Entity Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

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

Number of years agreement in place: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

**13. BIDDER TERMINATED CONTRACTS**

Not applicable for this request for proposal.

The remainder of this page is blank.

**14. COOPERATIVE PURCHASING**

**A.** Will you extend contract prices to other State Colleges and Universities in New Jersey? (See the list below.)

Yes \_\_\_\_\_ No \_\_\_\_\_

- Kean University
- Montclair State University
- New Jersey City University
- New Jersey Institute of Technology
- Ramapo College of New Jersey
- Rowan University
- Rutgers, The State University of New Jersey
- Stockton University
- The College of New Jersey
- Thomas Edison State University
- William Paterson University of New Jersey

**B.** William Paterson University of New Jersey is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the four year public colleges and universities as well as private institutions. Will you extend contract prices to the association? (See the list below.)

Yes \_\_\_\_\_ No \_\_\_\_\_

<b>Public:</b>	<b>Private:</b>
Kean University	Drew University
Montclair State University	Monmouth University
New Jersey City University	Princeton University
New Jersey Institute of Technology	Rider University
Ramapo College of New Jersey	Seton Hall University
Rowan University	
Rutgers, The State University of New Jersey	
Stockton University	
The College of New Jersey	
Thomas Edison State University	
William Paterson University of New Jersey	

Each College/University shall be responsible for issuing purchase orders and payments directly with Contractor(s). Each institution will be responsible for signing individual contracts and is financially responsible for the services purchased. The Colleges/Universities listed in this section are under no obligation to use the Contractor(s) having extended pricing and services as the result of this bid.

COMPANY NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

Hall	Floor	Standard/Stand Alone: Washer (top load)	Standard/Stand Alone: Washer (FRONT load/ ADA)	Standard/Stand Alone: Dryer (front load)	Stacked/Front Load: Dryer	Washer/ Dryer Stackable Combo (front Load)
MATLESON HALL	1st Floor	3		3		
MATLESON HALL	3rd Floor	2		2		
WHITE HALL	2nd Floor	1		1		
WHITE HALL	4th Floor	1		1		
OVERLOOK SOUTH	D - Floor	7			4	
HM EAST	1st Floor	4			3	
HM WEST	Ground Floor	4			3	
CENTURY HALL	Ground Floor	8	1		4	
HILLSIDE HALL	1st Floor	6	1		3	
PIONEER HALL	2nd Floor					2
PIONEER HALL	3rd Floor					2
PIONEER HALL	4th Floor					2
PIONEER HALL	5th Floor	1		1		
PIONEER HALL	6th Floor	1		1		
HERITAGE HALL	2nd Floor					2
HERITAGE HALL	3rd Floor	1		1		
HERITAGE HALL	4th Floor					2
HERITAGE HALL	5th Floor	1		1		
HERITAGE HALL	6th Floor					2
SKYLINE HALL	2nd Floor	10	2		6	
<b>TOTAL APPLIANCES</b>	100 units 135 machines	50	4	11	23 stacks (46 machines)	12 combos (24 machines)