



Request for Proposal No. R186-22

Supply and Install an Autoclave in Science Department

Event	Date	Time
Pre-bid Conference/Site Visit – Not Applicable for this RFP	Not Applicable	Not Applicable
RFP Question Cut Off Date (Refer to RFP Section 1.3.2 for more information.)	January 5, 2022	4:30 PM
Addendum (To be issued if necessary.)	To Be Determined	To Be Determined
Bid Proposal Submission Due Date (Refer to RFP Section 1.3.3 for more information.)	January 18, 2022	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 Fax: 973.720.2872
<http://www.wpunj.edu/purchasing/>

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

Date: December 20, 2021

Table of Contents

NOTICE TO BIDDERS PUBLIC ADVERTISEMENT	3
1.0 INFORMATION FOR BIDDERS	4
1.1 PURPOSE AND INTENT	4
1.2 BACKGROUND	4
1.3 KEY EVENTS	4
1.4 ADDITIONAL INFORMATION	5
2.0 DEFINITIONS	6
3.0 EQUIPMENT SPECIFICATIONS	7
3.1 GENERAL	7
3.2 BRAND NAME OR EQUIVALENT SUBSTITUTE	9
SECTIONS 3.3 to 3.9	9
4.0 BID PROPOSAL PREPARATION AND SUBMISSION	10
5.0 SPECIAL CONTRACTUAL TERMS & CONDITIONS	11
6.0 PROPOSAL EVALUATION	13
7.0 CONTRACT AWARD	14
8.0 CONTRACT ADMINISTRATION	14
9.0 SIGNATURE PAGE	15
10.0 PRICE SHEET	16
11.0 BIDDER QUALIFICATIONS	17
12.0 BIDDER BUSINESS REFERENCES	18
13.0 BIDDER TERMINATED CONTRACTS	19
14.0 COOPERATIVE PURCHASING	20

Notice Print Date: December 22, 2021 in *The Star-Ledger*

NOTICE TO BIDDERS

BID # R186-22

PUBLIC NOTICE is hereby given that sealed request for proposals for the **purchase of an autoclave for use in the Science Department** at William Paterson University of 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 January 18, 2022** at which time all proposals will be opened in a Zoom video conference and results posted to the Purchasing Office website.

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.

Bid documents and the link to the Zoom video conference bid opening 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

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 the purchase of equipment to be used on the campus of William Paterson University of New Jersey, 300 Pompton Road, Wayne, NJ 07474.

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: Not Applicable.

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: Not applicable for this RFP.

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. **The last day to submit questions is January 5, 2022.** All questions received will be answered and posted to the Purchasing Department's website.

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.

1.3.3.2. 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: The bid opening will be held virtually on a Zoom conference. Interested parties should e-mail a request for the Zoom access link to Steve Sondey, Director of Purchasing at sondeys@wpunj.edu.

1.4.6. 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.~~

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. EQUIPMENT SPECIFICATIONS

3.1. GENERAL: This RFP is for the supply and installation of an autoclave for research and academic instructional use in the William Paterson University Science Department and removal and disposal of an existing autoclave.

3.1.1. The autoclave to be provided is a Steris Corporation AMSCO 250LS Small Steam Sterilizer, with a 20" X 20" X 38" chamber or equivalent substitute. The unit must contain the following features:

- Pre-vacuum
- Manual vertical sliding door
- Single door
- Single door cabinet
- Standard piping: brass and copper threaded
- Electric steam generator – carbon steel
- 120V, 1Ph: 460/480V, 3Ph (for vac pump &/or steam generator)
- English language operation
- Loading Rack and Two Shelves 20" X 20" X 38" sterilizer for single door unit
- One year Steris preventative maintenance inspection service agreement
- Two year Steris comprehensive maintenance agreement covering all parts, labor and travel.

3.1.2. The equipment must be new factory sealed product with manufacturer's warranties.

3.1.3. All equipment must be received new in unopened factory packaging.

3.1.4. All equipment must be the manufacturer's latest model in production.

3.1.5. Replacement parts must be readily available.

3.1.6. No used or reconditioned equipment will be acceptable.

3.1.7. All equipment provided must be Energy Star Compliant, if applicable.

3.1.8. Warranty period shall be the greater of either, one (1) year from the date of delivery of equipment, or the standard warrantee period provided by the manufacturer.

3.1.9. Not applicable for this request for proposal.

3.1.10. EQUIPMENT DELIVERY:

The unloading location is to the University's Science Hall West building on the main campus located at 300 Pompton Road, Wayne, New Jersey 07470. The building does not have a receiving dock. The delivery truck must be equipped with a lift gate. Inside delivery is to the Science Hall East building.

All deliveries shall be coordinated with a University staff member to establish an acceptable date and time. The University will assign a staff member to coordinate the deliveries following award of the contract. Incorrect delivery assignments will be corrected by the contractor with no additional expense to the University.

3.1.11. REMOVAL OF EXISTING UNIT: The Contractor is responsible for disconnecting the existing unit and removal from campus. The University will be responsible for decontaminating the unit.

3.1.12. INSTALLATION OF NEW UNIT: The Contractor is responsible for installation and utility connection of the new autoclave and cabinet in the Science Hall East building.

3.1.13. CONTRACTOR RESPONSIBILITIES DURING INSTALLATION

3.1.13.1. The Contractor is responsible for protecting University property from damage during the installation.

3.1.13.2. The Contractor is responsible for the cost to repair University property damaged by the Contractor during the installation.

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

3.1.13.4. Upon completion of the installation, the Contractor is responsible for removing all tools, supplies and equipment used by the Contractor.

3.1.13.5. The University is not responsible for tools, supplies or other property left by the Contractor at the work site during or at any time before or after the installation.

3.1.13.6. All work is to be performed during normal business hours. Overtime, night, weekend or holiday work must to be authorized by William Paterson University.

3.1.14. PRICING: Prices quoted are to include all charges including shipping, handling, removal, installation, etc.

3.1.14.1. All prices are to be quoted F.O.B. Destination.

3.1.14.2. TRADE IN: The Bidder will include in the quote any trade-in credit for the removed unit – Steris Corporation model LAB 250 GRAV SD CAB ELEC 480V. The unit is estimated to be 10 years old and is in good to fair condition.

3.1.15. PARTIAL BID RESPONSES: ~~The University will consider partial bid responses, however preference will be given to bidders providing all requested items.~~

3.1.16. BIDDER QUALIFICATIONS: **Bidder should be a qualified dealer for Steris.** If bidding a substitute, the bidder must be an authorized dealer of the equipment being proposed and must provide proof of same in the submission.

Bidders should have at least five (5) years of experience in providing equipment of a similar nature to institutions of higher education.

Bidders with experience in providing similar equipment to State of New Jersey agencies are preferred.

3.2. BRAND NAME OR EQUIVALENT SUBSTITUTE: The bidder is to provide brand name product(s) as identified in this RFP or equivalent substitute(s). 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(s).

3.3. QUANTITIES: All quantities listed in this RFP are estimates. The University reserves the right to order any quantity necessary to meet the University's needs.

3.4. PURCHASE ORDER: No product is to be shipped until a signed William Paterson University of New Jersey purchase order is issued.

3.5. CODES, STANDARDS & CERTIFICATIONS: All equipment and accessories (if applicable) shall meet or exceed all established codes, standards and certifications with respect to the durability, performance, and life safety, including all applicable OSHA requirements.

3.6. PERFORMANCE GUARANTEE OF BIDDER: The bidder hereby certifies that: a) the equipment offered is standard new equipment; b) is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; c) that such parts are all in production and not likely to be discontinued; and d) that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

All equipment supplied to the University and operated by electrical current must be UL approved. All new equipment is to be guaranteed for a period of one year from time of delivery and/or installation and prompt service rendered without charge regardless of geographic location. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within 48 hour period or within the time accepted as industry practice. The contractor shall immediately replace any material which is rejected for failure to meet the requirements of the University.

The equipment is to be provided with owner/operator manuals explaining use and care. All appropriate labels and warnings pertaining to the safe use and care of the equipment shall be properly affixed for viewing. No advertisements, including name plates, stickers, plaques, etc., shall be affixed to the equipment, except for service and repair contact information.

3.7. DELIVERY GUARANTEES: Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the proposal. The contractor shall be responsible for the delivery of material in first class condition to the University or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with bid specifications. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the University may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.8. DELIVERY COSTS: All products shipped in response to this contract are to be invoiced F.O.B. DESTINATION. The University will not be liable for any damages nor losses incurred in the delivery process. FOB Destination requires delivery to the receiving platform of the addressee,

it does not include “spotting”. No delivery charges will be considered which result from partial or multiple shipments made for the vendor’s convenience.

3.9. CONTRACTOR RESPONSIBILITIES DURING INSTALLATION: Not applicable for this request for proposal.

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. See Section 1.3.3 for the method of proposal delivery.

4.3. NUMBER OF BID PROPOSAL COPIES: The bidder must submit one (1) complete electronic copy.

4.4. BID PROPOSAL CONTENT: The bid proposal must be submitted 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: 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. 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.

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

4.4.1.8. 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 REGISTRATION 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. POLITICAL CONTRIBUTION FORMS: The bidder is required to complete the following Certification and Disclosure of Political Contributions forms. See the file: RFP Terms Conditions and Forms.

4.4.3.2.1. Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions. (Formerly Executive Order No. 134) (Political Contributions)

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.

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: This RFP has been developed to establish a non-term contract to procure the specified unit(s).

5.3. CONTRACT TRANSITION: Not applicable for this RFP.

- 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:** Not applicable for this RFP.
- 5.11. **PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT:** Not applicable for this RFP.
- 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.
- 5.15. **DIANE B. ALLEN EQUAL PAY ACT:** Not applicable for purchases of equipment.

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.

The remainder of this page is blank.

9. SIGNATURE PAGE

WPUNJ ADVERTISED REQUEST FOR PROPOSAL RESPONSE

Bid Identification # **R186-22** Description: **Supply and Install an Autoclave in Science Department**

This bid proposal MUST be received by the William Paterson University Purchasing Department before or at **2:00 P.M. on January 18, 2022**, 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	X	Business Registration Certificate	X
All Price sheets	X	Public Works Contractor Reg. Cert.	Not Required
Bidder Qualification	X	Disclosure of Investment Activities in Iran	X
Bidder Business References	X	Source Disclosure	X
Cooperative Purchasing	X	Supplier Information Sheet	X
Non-Collusion Affidavit	X	W-9	X
Conflicts of Interest	X	Bid Security	Not Required
Employee/Relative Disclosure	X	Statement of Surety	Not Required
Ownership Disclosure Form	X		

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

<u>Document</u>	<u>Before Contract Award</u>
Performance Bond	Not Required
Equal Employment Opportunity	X
PL 2005 Chapter 51 & Executive Order No. 117 (2008)	X
Insurance Certificate	X

INFORMATION TO BE COMPLETED BY BIDDER

1. Bidder's Company Name :		2. Phone Number:	3. Fax Number:
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

Bid# R186-22 Supply and Install an Autoclave in the Science Department

10.1 Disconnection and removal from campus of existing unit. Supply and installation of new unit. Quote is to include all costs including disconnection, installation, shipping, handling, and trade-in credit for existing unit.

Quote: \$ _____

Lead time in number of weeks: _____

COMPANY NAME _____

REPRESENTATIVE SIGNATURE _____

11. BIDDER QUALIFICATIONS

Company Name: _____

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 five years?			
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 an authorized dealer?			
11. Did the bidder propose product substitutes?			
12. Is the bidder an authorized dealer for the substitutes proposed?			
13. If product substitutes were proposed, was a detailed comparison provided?			

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 _____

Public:	Private:
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 _____