



**WILLIAM  
PATERSON**  
UNIVERSITY

PURCHASING OFFICE  
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WWW.WPUNJ.EDU

# **Request for Proposal No. R193-93**

## **Boiler Maintenance and Repair Services**

<b>Event</b>	<b>Date</b>	<b>Time</b>
<b>Non-Mandatory Pre-bid Site Inspection – By Appointment Only</b>	12/05/22 to 12/16/22	Upon Request
<b>RFP Question Cut Off Date</b> (Refer to RFP Section 1.3.2 for more information.)	December 28, 2022	4:30 PM
<b>Addendum (To be issued if necessary.)</b>	January 17, 2023	N/A
<b>Bid Proposal Submission Due Date</b> (Refer to RFP Section 1.3.3 for more information.)	January 26, 2023	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](mailto:sondeys@wpunj.edu)

Date: November 15, 2022

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**Notice Print Date: November 22, 2022 in *The Star-Ledger***

**NOTICE TO BIDDERS**

**RFP # R193-23**

PUBLIC NOTICE is hereby given that sealed request for proposals for **Boiler Maintenance and Repair Services** 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 26, 2023** at which time all proposals will be publicly opened in in a Zoom video conference and results posted to the William Paterson University Purchasing Office website.

A non-mandatory inspection of existing boilers will be accommodated by contacting Scott Bowersox, Physical Plant Operations, at [bowersoxs@wpunj.edu](mailto:bowersoxs@wpunj.edu) to schedule an inspection to take place during the period of December 5, 2022 to December 16, 2022. Requests must be received no later than 12:00 Noon on December 2, 2022.

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 No proposals shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals.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: There is no existing contract for these services.

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 over 9,000 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: A non-mandatory inspection of existing boilers will be accommodated by contacting Scott Bowersox, Physical Plant Operations, at bowersoxs@wpunj.edu to schedule an inspection to take place during the period of December 5, 2022 to December 16, 2022. Requests must be received no later than 12:00 Noon on December 2, 2022.**

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 and posted to the Purchasing Department's website.

1.3.2.1. The last day to submit questions is **4:30 PM on December 28, 2022**.

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](mailto:purchasing@wpunj.edu).** 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 required if a paper submission is required. Bid prices must be typed or written in ink. Any price change must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.~~

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. OVERVIEW: This RFP is being issued to establish a five (5) year contract for cleaning, inspection, maintenance, repair or new installations for 78 Aecro boilers on three William Paterson University campuses located in Wayne, New Jersey, 07470. Seventy three boilers are located at 300 Pompton Road. Four boilers are located at 1600 Valley Road and one boiler is located at 1800 Valley Road. See Attachment 1 of this RFP for a list of buildings and the number of boilers in each building.
- 3.2. QUALIFICATIONS: Bidders must be an Aecro factory certified service provider. Bidder must have at least five (5) years of experience in providing like equipment and services to a University.
- 3.3. CLEANING, INSPECTION AND MAINTENANCE
  - 3.3.1. INITIAL CLEANING, INSPECTION AND MAINTENANCE: At the start of the contract the contractor will complete the following cleaning, inspection and maintenance.
    - 3.3.1.1. Isolate boiler from system (close all valves).
    - 3.3.1.2. Flush out boilers and low water cut-off with water to clean for inspection. Pull all plugs on low water cut-off and clean.
    - 3.3.1.3. All Benchmark boilers are to have burners inspected and cleaned, worn igniters and flame sensors removed and replaced.
    - 3.3.1.4. Condensate traps and piping are to be opened, inspected and cleaned.
    - 3.3.1.5. Inspect heat exchanger.
    - 3.3.1.6. Seal boilers after inspection.
    - 3.3.1.7. Reinstall low water cut-off with new gaskets.
    - 3.3.1.8. All dirt cleaned from the boilers and other areas shall be removed from the boiler rooms; and these rooms are to be left in the condition in which they are found.
    - 3.3.1.9. Check boiler operation and/or water circulation.
    - 3.3.1.10. Provide combustion analysis readings for the University to report to the Department of Environmental Protection.
    - 3.3.1.11. Shut down and isolate, lock out and tag out, as needed all equipment to be worked on.
    - 3.3.1.12. Create a written report for each boiler listing any potential or recommended repairs followed by written quotation if needed. Provide these documents to the William Paterson University Director of Facilities.

- 3.3.1.13. All heating and domestic boilers are to have burners completely serviced as per manufacturers' recommendations and calibrated for maximum efficiency.
- 3.3.1.14. Combustion efficiency low nox testing is to be performed with printouts of all results being provided to the William Paterson University Director of Facilities.
- 3.3.1.15. All boiler operating and safety controls are to be tested, verified operational on written service order reports and provided to the William Paterson University Director of Facilities.
- 3.3.2. TWELVE MONTH CLEANING, INSPECTION AND MAINTENANCE: At the first and fourth year anniversary of the contract the Contractor shall duplicate the initial cleaning, inspection and maintenance as per the specification outlined in Section 3.3.1 of this RFP.
- 3.3.3. TWENTY-FOUR MONTH CLEANING, INSPECTION AND MAINTENANCE: At the second and fifth year anniversary of the contract the Contractor shall complete the following cleaning and inspection.
  - 3.3.3.1. Isolate boiler from system (close all valves).
  - 3.3.3.2. Vacuum breaching and combustion chambers.
  - 3.3.3.3. FIRESIDE: Wire brush tubes, and tube sheets, main fire chamber and scrapping, if necessary, the front and red tube sheets.
  - 3.3.3.4. WATERSIDE: Take apart and flush heat exchanger. Flush out boilers and low water cut-off with water to clean for inspection. Pull all plugs on low water cut-off and clean.
  - 3.3.3.5. All Benchmark boilers are to have burners removed and inspected for damaged and worn igniters and flame sensors are to be removed and replaced, along with new burner and burner release gaskets when burner is reinstalled.
  - 3.3.3.6. Condensate traps and piping are to be opened, inspected and cleaned.
  - 3.3.3.7. Seal boilers after inspection.
  - 3.3.3.8. Reinstall low water cut-off with new gaskets.
  - 3.3.3.9. Re-seal around gas lines into boilers.
  - 3.3.3.10. All soot and dirt cleaned from the boilers and other areas shall be removed from the boiler rooms; and these rooms are to be left in the condition in which they are found.
  - 3.3.3.11. Check boiler operation and/or water circulation.
  - 3.3.3.12. Provide combustion analysis readings for the University to report to the Department of Environmental Protection.



- 3.3.3.13. Shut down and isolate, lock out and tag out, as needed all equipment to be worked on.
- 3.3.3.14. Create a written report for each boiler listing any potential or recommended repairs followed by written quotation if needed. Provide these documents to the William Paterson University Director of Facilities.
- 3.3.3.15. Upon completion of inspection, all boilers are to be closed using all new gasketing materials. All bolts reinstalled are to be coated with "Neverseel."
- 3.3.3.16. All heating and domestic boilers are to have burners completely serviced as per manufacturers' recommendations and calibrated for maximum efficiency.
- 3.3.3.17. Combustion efficiency low nox testing is to be performed with printouts of all results being provided to the Director of Facilities.
- 3.3.3.18. All boiler operating and safety controls are to be tested, verified operational on written service order reports and provided to the William Paterson University Director of Facilities.

3.4. REPAIRS, REPLACEMENTS AND NEW INSTALLATIONS: Prior to the start of any work over and above the work necessary to complete the aforementioned cleaning, inspection and maintenance, the Contractor will provide a written quotation for all repairs, replacements or new installations as requested by the William Paterson University Director of Facilities. The Contractor shall complete all authorized repairs, replacements or new installations as authorized by the William Paterson University Director of Facilities.

### 3.5. CONTRACTOR RESPONSIBILITIES

- 3.5.1. The contractor shall take all necessary precautions during the project to effectually protect all parties from injury and property damage, and shall be liable for such damage or injury until the project is fully completed, approved, and accepted by the owner.
- 3.5.2. All work shall be performed in a neat and workmanlike manner. The contractor is to perform all necessary touch-ups that may be needed. The work area shall be kept orderly and in a clean and neat condition during each workday and at completion of the project. The contractor shall, as necessary, make provision for a safe work area for all building occupants and visitors.
- 3.5.3. Contractor personnel are to follow all University health and safety policies and shall refrain from smoking on property.

### 3.6. PRICING

- 3.6.1. The Bidder shall provide a total cost to complete each annual cleaning, inspection and maintenance as identified on Section 10 Price Sheet of this RFP. This is to include the cost for all labor and maintenance parts.
- 3.6.2. The Bidder shall provide an hourly rate to complete all repairs, replacements or new installations as identified on Section 10 Price Sheet of this RFP.

3.6.3. The Bidder shall provide a discount off manufacturer's price for all repairs, replacements or new installations as identified on Section 10 Price Sheet of this RFP.

#### **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.

4.3. NUMBER OF BID PROPOSAL COPIES: 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 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 SURETY: Not applicable 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 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.

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 (5) years**, beginning on or about **February 15, 2023**.

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 applicable 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.

The remainder of this page is blank.

## 9. SIGNATURE PAGE

### WPUNJ ADVERTISED REQUEST FOR PROPOSAL RESPONSE

Bid Identification # **R193-23** Description: **Boiler Maintenance and Repair Services**

This bid proposal **MUST** be received by the William Paterson University Purchasing Department before or at **2:00 P.M. on January 26, 2023**, 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>
PL 2005 Chapter 51 & Executive Order No. 117 (2008)	<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. 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 \$:	9. Amount of Performance Security \$:									
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: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Addendum Number</td> <td style="width: 50%; text-align: center;">Date of Addendum</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>				Addendum Number	Date of Addendum	_____	_____	_____	_____	_____	_____
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 #R193-23 Boiler Maintenance and Repair

10.1 Perform annual cleaning, inspection and maintenance. Price is to include all labor and materials.

<u>Item</u>	<u>Year</u>	<u>Price</u>
1	Year One Initial	\$
2	Year Two 12 Month	\$
3	Year Three 24 Month	\$
4	Year Four 12 Month	\$
5	Year Five 24 Month	\$
6	Total for Five Years	\$

### 10.2 Repairs, Replacements and New Installations – Hourly Labor Rate

<u>Item</u>	<u>Year</u>	<u>Hourly Labor Rate</u>
7	Year One	\$
8	Year Two	\$
9	Year Three	\$
10	Year Four	\$
11	Year Five	\$

### 10.3 Repairs, Replacements and New Installations – Materials

<u>Item</u>	<u>Year</u>	<u>Percent Discount</u>
12	Year One	%
13	Year Two	%
14	Year Three	%
15	Year Four	%
16	Year Five	%

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 provided like equipment or service to William Paterson University in the past?			
3. Has the bidder provided like equipment or service to other State of New Jersey Colleges/Universities in the past?			
4. Has the bidder provided like equipment or service to 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 Aacro factory certified service provider?			

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 \_\_\_\_\_

# RFP R193-23 Boiler Maintenance and Repair

## Attachment 1

### Boiler Count, Location and Schedule

Bldg #	Bldg Name	QTY	Major Heating	YEAR 1&3 Inspection Schedule	YEAR 2&4 Inspection Schedule
1	Shea Center	2	Aerco (benchmark 2.0)	12 Month	24 Month
2	Hobart Manor	1	Aerco (KC1000)	24 Month	12 Month
4	Matelson Hall	2	Aerco (benchmark 2.0)	12 Month	24 Month
5	White Hall	2	Aerco (Kc 1000)	24 Month	12 Month
7	Wightman Gym	7	Aerco (benchmark 2.0)	12 Month	24 Month
8	Hunziker Hall	2	Aerco (benchmark 2.0)	24 Month	12 Month
14	Preakness Hall		Shared Aerco(BM 2.0)	12 Month	24 Month
9	Ben Shahn Hall	4	Aerco (benchmark 2.0)	24 Month	12 Month
10	Cheng Library	2	Aerco (benchmark 2.0)	12 Month	24 Month
15	University Hall	3	Aerco BMK 2.0	24 Month	12 Month
13	Raubinger Hall	2	Aerco (benchmark 2.0)	12 Month	24 Month
32	PPO/Facilities	2	Aerco (benchmark 2.0)	24 Month	12Month
16	Wayne Hall (Speert Hall)	5	Aerco (benchmark 2.0)	12 Month	24 Month
17E	Science Hall East	3	Aerco (KC1000)	24 Month	12Month
		5	Aerco (benchmark 2.0)	12 Month	24 Month
17W	Science Hall West	4	Aerco (benchmark 3.0)	24 Month	12 Month
		1	Aerco (KC1000)	12 Month	24 Month
18	Machuga Student Center	4	Aerco (benchmark 2.0)	24 Month	12 Month
19	Pioneer Hall	5	Aerco(BM 2.0)	12 Month	24 Month
20	Heritage Hall		Shared Aerco(BM 2.0)	24 Month	12 Month
52	Skyline Hall	3	Aerco BMK 2.0	12 Month	24 Month
28	Overlook Complex	2	Aerco (benchmark 2.0)	24 Month	12 Month
56	1800 Valley Road	1	Aerco (benchmark 2.5)	12 Month	24 Month
42	Atrium	2	Aerco (benchmark 2.0)	24 Month	12 Month
44	Century Hall	4	Aerco (benchmark 2.0)	12 Month	24 Month
46	1600 Valley Road Bldg	4	Aerco (benchmark 2.0) 1 Aerco (benchmark 3.0)	24 Month	12 Month
47	High Mountain East	3	Aerco (benchmark 2.0)	12 Month	24 Month
48	High Mountain West	3	Aerco (benchmark 2.0)	24 Month	12 Month
	Total All Locations	78			