REQUEST FOR PROPOSAL (RFP)

TITLE: PROVIDE AND DELIVER NEW TYPE III AMBULANCES

RFP NUMBER: UH-P19-018

DATE ISSUED: FEBRUARY 27, 2019

DUE DATE: APRIL 3, 2019

TIME: 2:00 P.M.

LOCATION: UNIVERSITY HOSPITAL
DEPARTMENT OF PURCHASING SERVICES
Stanley Bergen Building
65 Bergen Street, 12th Floor
Newark, New Jersey 07103

Important Note: Bidders should check Section 1.3 of this document to verify if attendance at a mandatory event (e.g., pre-bid conference, site visit, etc.) is required for this procurement. Failure to attend a mandatory event will result in the rejection of your proposal.

In accordance with the requirements of this proposal, the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services for which the prices are submitted in accordance with the attached conditions as specified in this proposal.

BIDDER NAME: __________________________  BIDDER REPRESENTATIVE: __________________________

ADDRESS: __________________________  NAME: __________________________

__________________________  TITLE: __________________________

PHONE NO.: __________________________  EMAIL: __________________________

FAX NO.: __________________________

FED. TAX ID: __________________________  BIDDER’S AUTHORIZED SIGNATURE __________________________
PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP #UH-P19-018 “To Provide and Deliver New Type III Ambulances”

A) First, always remain aware of the concept that this is a public sector bid, not private sector. The underlying premise of all public procurements is to keep a “level playing field” for all bidders so that competition will be fair among all that participate. This sometimes means that rules and requirements might seem arbitrary or even meaningless to a bidder experienced in the private sector. Those reactions, however valid, are not relevant to those evaluating the proposal submissions. There are parameters that must not be breached and the evaluators and Purchasing Services will be obligated to stay within them. Simply put, there are certain requirements that must be met for an award to be issued. Some examples:

1) The bid proposal must be signed
2) The bid proposal must have been submitted to Purchasing Services by the prescribed opening time and date.
3) Submit all required documents – see Sections 1.0, 3.0, 5.0, 8.0, and 9.0.
4) Any changes in pricing written within the bid, (white outs, etc. must be initialed) by the bidder.
5) Outside of procedural questions (e.g. directions to Newark) all questions must be done by the protocol established within the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to another bidder.
6) UH payment terms are 45-days. If a proposal takes exception to that aspect of the RFP, most often the proposal will be determined to be non-responsive. UH will accept shorter payment terms with additional discounts – e.g. 2%/15 days.
7) Insurance requirements – make any objections known immediately, before bid opening.
8) Bid submission - A submitted bid must be in a sealed package.
9) Identification of the Bid package - The package sent in must be labeled as stated in the RFP to prevent potential loss or accidental opening.
10) Bidder responsibility - Purchasing Services is not responsible for any bids that arrive late because of courier service errors. Send the bid for an arrival a day or two earlier than mandated and then track it! A late bid will be disqualified.

B) Forms – Problems with forms are a primary cause of bid rejection. The premise regarding them is relatively simple: if you have them completed, make sure that they are submitted with the proposal, if you don’t have them, get them, complete them, and then submit them with the proposal. Section 9.0 of the RFP describes all of what is required but some problem areas are:
1) Ownership Disclosure – A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will result in the bid being “non-responsive” and rejected.

2) The New Jersey State Business Registration – it does not have to be submitted with the bid but the bidder MUST have registered with the state of New Jersey BEFORE the bid opening date. Registration often takes some time. If you are not registered, start the process immediately!

3) The Affirmative Action (AA) Certificate – Up until three years ago, the AA 302 form which provided racial and ethnic hiring and working statistics was the only AA document that was required to be submitted with a bid proposal. Currently AA requires, along with the AA 302 Form, certification of its submission to the state. That certification requires a $150.00 to be sent to the state. Without certification you won’t necessarily be disqualified but you will not be eligible for award until UH receives evidence that the certification has been granted by the state. Links to obtain certification are in Section 9.0 of the RFP.

4) Two Year Chapter 51 Forms – These forms establish whether the bidder’s firm or its principle ownership have made any political contributions. If these forms are not submitted your firm will unequivocally NOT be able to have a contract with a state entity in NJ.

5) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to Bidder.

C) Exceptions – Exceptions to the specifications contained within the RFP are the most serious form of non-compliance/non-responsiveness. Evaluators will look at all exceptions to see if any may be determined to be non-material deviations which would give no advantage to the bidder. Usually exceptions give advantage to the bidder over its competitors and the bidder will ultimately be disqualified.
REVIEW:

1) Read and understand the entire RFP
2) Follow instructions as presented in the RFP
3) Sign everything that requires signing
4) Enclose all required documents and forms in your bid package
5) Label the bid package correctly
6) Submit the bid package ahead of time
7) Take no exceptions
1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University Hospital (UH), Department of Purchasing Services on behalf of the University Hospital Emergency Medical Services.

The purpose of this RFP is to enter a contract to obtain proposals from various ambulance manufacturers for the manufacture of a commercially produced emergency vehicle of the type specified in the Ambulance Design Criteria of the National Highway Traffic Safety Administration, U.S. Department of Transportation - Washington, D.C.

1.1.2 Intent

The intention to purchase six (6) New Type III Ambulances over the course of this contract with an option to purchase additional units as necessary. University Hospital’s goal is to have the completed vehicles built with the highest level of quality and engineering excellence and to the highest standards with a maximum of safety, longevity, and durability in mind. The overall completed vehicles must be centered on the patient's need for prehospital care, in conjunction with a safe working environment for the emergency medical personnel and show good workmanship, accomplished in a manner that is acceptable in the ambulance manufacturing industry.

The contract shall be awarded to one (1) Contractor for a period of one (1) year with two optional one year extensions. All bidders must supply drawings which will be considered when determining whether a particular design meets our needs. All bidders’ submissions shall be carefully reviewed and the final award shall reflect a finished product that best suits the needs of University Hospital.

1.2 Background

In 1979, the Newark Martland Hospital closed and a new building called College Hospital, opened as the flagship teaching hospital of the College of Medicine and Dentistry of New Jersey. In 1981, the hospital was renamed University Hospital (UH) when university status was granted to the college.

University Hospital (UH) was separated from University of Medicine and Dentistry of New Jersey (UMDNJ), its parent organization for 31 years, by legislation that took effect in July 2013. UH is now an independent medical center and an instrumentality of the State of New Jersey. It is a principal teaching hospital of Rutgers Biomedical and Health Sciences (RBHS), which includes Rutgers New Jersey Medical School and Rutgers School of Dental Medicine.
UH is a critical statewide resource for clinical care, medical education and research; a key component of New Jersey’s healthcare landscape; and important to federal, state and local legislators and other policy-makers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey’s leading public hospital, provides training to more future physicians than any other hospital in the state.

UH is a 519 licensed bed acute-care hospital, home to regional and statewide resources for advanced care in many medical specialties. Additional information about UH is available on the web page at: http://www.uhnj.org/about/Key Events.

University Hospital’s EMS Rescue provides rescue-related services in and around the City of Newark with rescue specialists that have expertise in auto extrication, high angle rescue, confined space rescue, trench rescue, water rescue and haz-mat.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the UH, Purchasing Services to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the UH, Purchasing Services to the attention of the assigned buyer at the following address:

UH, DEPARTMENT OF PURCHASING SERVICES
65 BERGEN STREET, 12TH FLOOR, SUITE 1218
NEWARK, NEW JERSEY 07101
ATTN: Sam Perez
Buyer’s Phone Number: 973-972-1167
Buyer’s Fax Number: 973-972-7036
Buyer’s E-mail: perezsa@uhnj.org

1.3.1.1 Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the conclusion of the mandatory Pre-Bid Conference. While all questions will be entertained at the mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services’ Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the mandatory Pre-bid Conference.

Questions should be submitted in the following format:

<table>
<thead>
<tr>
<th>Page #</th>
<th>Section #</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1.1</td>
<td>Enter question here</td>
</tr>
</tbody>
</table>
Short procedural inquiries may be accepted by telephone by the buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the University Hospital. Bidders shall not contact any person within the University Hospital directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

**Cut-off date for questions and inquiries relating to this RFP is to the conclusion of the Mandatory Pre-Bid Conference.**

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder, because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the cut-off date for questions.

**IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED AFTER THE CUT OFF DATE. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.**

1.3.2 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: March 13, 2019  
TIME: 10:00 A.M.  
LOCATION: UNIVERSITY HOSPITAL, 65 BERGEN STREET, NEWARK, NEW JERSEY  
CONFERENCE ROOM: 4TH FLOOR, ROOM 401 A/B

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-bid Conference.

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder, because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the pre-bid conference date.

1.3.2 Site-Visit

A mandatory Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:
DATE: March 13, 2019
TIME: IMMEDIATELY AFTER THE MANDATORY PRE-BID CONFERENCE
LOCATION: UNIVERSITY HOSPITAL, 65 BERGEN STREET, NEWARK, NEW JERSEY
CONFERENCE ROOM: 4TH FLOOR, ROOM 401 A/B

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP. Notice to Bidders: It is the responsibility of all potential bidders to check UH’s website www.uhnj.org/purchweb/ regularly and obtain all addenda that may be issued to bid specifications. UH is not responsible for direct distribution of addenda posted on the website to all vendors who desire to submit a proposal.

1.4.3 Issuing Office

This RFP is issued by the UH, Department of Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the UH for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 Cost Liability

UH assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.
1.4.6 Contents of Bid Proposal

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

All bid proposals as public records, with the exception of information determined by the courts or UH to be proprietary, are available for public inspection after contract award.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UH 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.

UH 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. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

In the event of a challenge to the bidder’s designation of confidentiality/proprietary materials, the bidder shall have be solely responsible for defending its designation and UH shall have no responsibility therefore.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, Disclosure of Investment Activities in Iran Form and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.9 Small Business Subcontractor Utilization Plan

Not applicable under this Contract.

1.4.10 Bid Bond

Not applicable under this Contract.
1.4.11 HIPAA Compliance

Not applicable under this Contract.

1.4.12 Business Registration Notice

Pursuant to N.J.S.A. 52:32-44, UH is prohibited from entering into a contract with an entity unless the bidder/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate (BRC) on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Proof of valid business registration should be submitted by a bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at: http://www.state.nj.us/treasury/revenue/busregcert.shtml

1.4.12.1 Requirements Regarding Business Registration Form

Preferably with its bid, but in any event, prior to contract award, the contractor shall provide the UH with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the UH prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the UH a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the UH a complete and accurate list of all subcontractors used and their addresses.
1.4.12.2 Penalties for Noncompliance

Pursuant to N.J.S.A. 54:49-4.1, a Contractor that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

1.4.13 Deficit Reduction Act

The University Hospital is committed to the prevention and detection of any fraud, waste, and abuse within the University Hospital related to all health care programs, including Federal and State programs.

To this end, UH maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

To assist UH in meeting its legal and ethical obligations, any employee, contractor or agent who is aware of the preparation or submission of a false claim or report or reasonably suspects any other potential fraud, waste, or abuse in relation to a Federal or State funded health care program is required to report such information to his or her supervisor and UH’s Office of Ethics and Compliance. Any employee of UH who in good faith reports such information will be protected against retaliation for coming forward with such information both under UH’s internal compliance policies and procedures and United States and New Jersey law.

As an organization, UH obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization’s response is deficient and unresponsive, the employee shall bring these concerns to UH’s Office of Ethics and Compliance. If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

This information shall be provided to all UH employees and all contractors and agents of UH.
2.0 DEFINITIONS

2.1 The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP issued by UH, Purchasing Services.

“Amendment” – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Executive Director of Supply Chain Management or Chief Financial Officer.

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

“CFO” – University Hospital, Chief Financial Officer.

“Contract” – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and UH’s Contract Term Sheet.

“Contractor” – The contractor is the bidder awarded a contract.

“Evaluation Committee” – A committee established to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Executive Director of Supply Chain Management.

“Executive Director” – The Executive Director of Supply Chain Management; the contracting officer for UH.

“HIPAA or HITECH Act” – Health Insurance Portability and Accountability Act of 1996, 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the “HITECH Act”), and regulations promulgated by the U.S. Department of Health and Human Services (the “HHS”) (hereinafter the “HIPAA Regulations” and the “HITECH Regulations,” respectively) and/or applicable state and/or local laws and regulations.

“Loaded Hourly Rates” - All-inclusive rates for each project requested.

“May” – Denotes that which is permissible, not mandatory.

“President” – University Hospital, President.

“Project” – The undertaking of services that are the subject of this RFP.

“Request for Proposal (RFP)” – This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.
“Shall” or “Must” or “Will” – 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.

“Subtasks” – Detailed activities that comprise the actual performance of a task.

“Task” – A discrete unit of work to be performed.

“UH” – The University Hospital, Newark, New Jersey.

2.2 Contract Specific Definitions

“ALS” - Advance Life Support

“AMD” – Ambulance Manufacturers Division of the National Truck Equipment Association

“AMD Standards” – Standards meant to enhance KKK-A-1822 and supplement the FMVSS by providing ambulance purchasers and users with performance standards specific to ambulances. These standards provide a verifiable means by which to help assure safety and reliability.

“AVL/GPS – Auto Vehicle Locator / Global Positioning System

“BLS” – Basic Life Support

“CPR” – Cardio-Pulmonary Resuscitation

“FMVSS” - Federal Motor Vehicle Safety Standard

“4-Point Racing-style Harness” - An automobile-style seatbelt system that secures a passenger at “4-points”.

“KKK-A-1822”- Under the United States General Services Administration (GSA), sets the mandatory federal specifications for the manufacturing of “Star of Life” ambulances based on US Department of Transportation (DOT) and the National Highway Traffic Safety Administration (NHTSA) regulations.

“LSP” - Life Safety Products

“Medeco Lock” - A high-security lock made by Medeco, a company. Each lock is individually tracked by Medeco and cannot be duplicated by a standard locksmith.

“Mig Weld” - Gas Metal Arc Welding (GMAW) is a commonly used high deposition rate welding process. Wire is continuously fed from a spool therefore referred to as a semiautomatic welding process.
“MRSA” - Mobile Room Sanitizing Apparatus

“NTEA” - National Truck Equipment Association

“OEM” – Original Equipment Manufacturer.

“Project” – The undertaking of services that are the subject of this RFP.

“P.S.I.G. (Hose Rating)” - Pounds per Square Inch Gage. Used as a measurement and reference for gas pressures.

“Qualified Product List” (“QPL”) —A list of products that UH indicates as meeting the standards for the procurement.

“QVM”- Qualified Vehicle Modifier

“SAE J1292” - Society of Automotive Engineers recommended practice that covers the application of primary wiring distribution system harnesses in automotive, truck, and similar type vehicles. This is written principally for new vehicles but is also applicable to rewiring and service. It covers the areas of performance, operating integrity, efficiency, economy, uniformity, facility of manufacturing, and service.

“Star of Life Decal” – A Star of Life is a blue, six-pointed star outlined with a white border that features the Rod of Asclepius in the center. It is a nationally recognized EMS symbol that is federally mandated by the U.S. National Highway Traffic Safety Administration (NHTSA) under the United States Department of Transportation (DOT) to identify an ambulance. Traditionally in the United States, the logo is used as a stamp of authentication or certification for ambulances, paramedics or other EMS personnel. Internationally, it represents emergency medical services (EMS) units and personnel.

“Tack Welds” - Tack Welds are non-continuous “spot welds”.

“UV” - Ultraviolet
3.0 **SCOPE OF WORK**

This RFP covers the manufacture of a commercially produced emergency vehicle of the type specified in the Ambulance Design Criteria of the National Highway Traffic Safety Administration, U.S. Department of Transportation - Washington, D.C.

This RFP sets the requirements for the manufacture of a complete vehicle for University Hospital Emergency Medical Services to be licensed as a BLS and/or ALS unit.

This RFP was developed referencing the United States General Services Administration (GSA) Specification KKK-A-1822 and through concepts and equipment already in use by UH EMS. This RFP allows University Hospital to match the existing modular body interior and exterior layouts of its Type III ambulances while incorporating the addition of necessary changes for future expansion(s) of services.

Photos of current UH EMS Type III Ambulance is provided separately as Attachment I.

The Contractor must be franchised and/or authorized factory representative, able to furnish the specified unit. Dealers or agents submitting a proposal may be required to submit a letter of certification from the manufacturer whose product is supplied, certifying that the dealer or agent is authorized by the manufacturer to supply the unit specified. UH reserves the right to request such certification and to require that such certification be delivered within five (5) working days from the time is requested. It will be the responsibility of the manufacturer to notify UH of any changes in the status of the contractor’s franchise.

**Post-Order, Pre-Production Meeting/Pre-Installation Meeting and Inspections:**

The contractor shall coordinate and attend a post-order, pre-production meeting at a location convenient to UH, to provide all necessary information prior to building any prototype unit or scheduling the production.

**Mid-Point Inspection**

The contractor shall coordinate and attend a mid-point inspection meeting manufacturer’s facility for the purpose of inspecting the vehicles for compliance to the specifications and for the overall quality of the vehicles.

**Final Inspection**

The contractor shall coordinate and attend a final inspection meeting to be held at the contractor’s facility for the purpose of final inspection and acceptance of the completed vehicles.

**BENEATH EACH SPECIFICATION IN SECTION 3 IS A LINE STATING: WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION.**

**THE BIDDER MUST INDICATE BY PUTTING A CHECK MARK IN THE APPROPRIATE BOX MARKED _____YES OR NO_____.**
If a substitution (approved equal) is offered for any requirement, the bidder must list the section of the RFP and must describe the item that is offered as an approved equal. This information must be completed in section 7.13 of this RFP. UH shall make the determination of whether the substitute offered is equal to or better than the specified brand or type.

**If any requirements cannot be fulfilled the bidder must explain why in Section 7.13, and propose an alternate means of meeting the requirements. Proposed alternate means must be, in the sole judgement of UH, equal to or better than the specified means. The bidder must recognize that the inability to fulfill a required specification may result in the proposal being deemed non-responsive and thereby disqualify the proposal from a contract award.**

### 3.1 CAB CHASSIS SPECIFICATIONS

3.1.1 The cab chassis must be a current model year CHEVROLET 3500 Express Cutaway Chassis with deluxe trim or approved equal. The chassis provided by the Contractor must be approved for use as an ambulance by the cab chassis manufacturer and must include the cab chassis manufacturer’s ambulance prep package. UH shall make the determination of whether an alternative vehicle is approved as equal.

3.1.2 The exterior color must be “WHITE”.

3.1.3 The interior cab color must be “MEDIUM GRAPHITE” or approved equal.

3.1.4 The cab chassis must be keyed differently from the rest of the fleet. Fleet keying will not be acceptable.

3.1.5 The GVWR must be a minimum of 11,500 lbs.

3.1.6 The wheelbase must be at a minimum 138” long.

3.1.7 The cab to axle distance must be at a minimum 80 inches.

3.1.8 A Vortec 6.0L V8 engine or approved equal must be provided.

3.1.9 A Hydra-Matic 8-speed automatic transmission with overdrive or approved equal must be provided.

3.1.10 Heavy-Duty front and rear shock absorbers must be provided.

3.1.11 A Heavy-Duty handling package with front stabilizer bar must be provided.

3.1.12 A four-wheel disc brake system with an anti-lock brake system (ABS) must be provided.

3.1.13 An engine block heater must be provided.
3.1.14 An engine oil cooler must be provided.

3.1.15 An auxiliary transmission oil cooler must be provided.

3.1.16 A high-capacity fuel tank must be provided.

3.1.17 Dual Heavy-Duty OEM batteries must be provided.

3.1.18 Dual Heavy-Duty OEM alternators must be provided.

3.1.19 OEM driver’s side and passenger’s side airbags must be provided.

3.1.20 OEM power adjustable side view mirrors with trailer tow and included convex mirrors must be provided.

3.1.21 OEM inside rear view mirror, day-night type must be provided.

3.1.22 OEM tinted glass must be provided.

3.1.23 OEM power windows must be provided.

3.1.24 OEM power door locks must be provided.

3.1.25 OEM Chrome front bumper and grill must be provided.

3.1.26 Two (2) OEM cloth captain’s seats with armrests must be provided.

3.1.27 Two (2) sets of OEM seatbelts with shoulder harnesses must be provided.

3.1.28 Two (2) sets of OEM seatbelt extenders must be provided.

3.1.29 OEM dual adjustable interior dome lights with individual switches must be provided.

3.1.30 OEM air conditioning system must be provided.

3.1.31 OEM heating and defrosting must be provided.

3.1.32 OEM auxiliary heater-A/C converter package must be provided.

3.1.33 Six (6) LT225/75R 16D steel belted radial tires or approved equals must be provided, installed on rims.

3.1.34 One (1) Spare LT225/75R 16D steel belted radial tire or approved equal must be provided and must be installed on a rim.

3.1.35 All seven (7) tire rims including the spare must be color matched with the cab chassis exterior WHITE color.
3.1.36 An OEM windshield wiping and washing system must be provided.

3.1.37 OEM dual electric horns must be provided.

3.1.38 OEM power steering must be provided.

3.1.39 OEM tilt-steering must be provided.

3.1.40 OEM cruise control must be provided.

3.1.41 OEM gauges and indicators must be provided.

3.1.42 OEM AM/FM stereo must be provided.

3.1.43 OEM auxiliary power point must be provided.

3.1.44 OEM roof marker lights must be provided.

3.1.45 OEM black vinyl floor covering must be provided. Carpeting will not be acceptable.

3.1.46 A backup camera must be provided on rear of the vehicle with a video display in cab.

3.1.47 Each vehicle shall be delivered with a full tank of fuel.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.2 MODULE SPECIFICATIONS

3.2.1 The module must be constructed of an all-aluminum design using high strength aluminum alloy extrusions to form a secure cage-like structure.

3.2.2 Plywood must not be used in the construction of the module other than for upholstery backing. Particleboard, Masonite, chipboard, etc. must not be used in any portion.

3.2.3 All doorway openings must be framed with high strength aluminum alloy extrusions.

3.2.4 All exterior panels of the module, including the roof, must be at a minimum 0.125” thick.

3.2.5 Reinforcements must be incorporated into the module to accept the (3) sets of 4-point racing harnesses installed at the bench seat and (1) 4-point racing harness installed at the CPR seat.

3.2.6 Reinforcements must be incorporated into the module to accept the door retainers. Flexing of the exterior skin of the module at the door retainers will not be allowed.
3.2.7 The module must include a walk-through opening. The opening must incorporate a positive-locking door with a window.

3.2.8 The height of the module at curb weight should not exceed 104”.

3.2.9 The module must be capable of supporting the entire weight of the fully loaded ambulance on its top or side if struck and overturned, without separation of joints or permanently deforming roof beams or reinforcements, body posts, doors, stringers, floor, inner linings, outer panels, rub rails or other reinforcements.

3.2.10 The module must be tested and certified to comply with AMD Standard #001 “Static Load Test for Ambulance Body Structure”. The module body must be tested with a roof load of 1.5 times the curb weight of the ambulance without sustaining any damaged, bent or torn materials and with all entry doors properly opening and closing during and after the load test.

3.2.11 Automotive undercoating shall be applied to the frame, fenders, underbody, cab, etc., except driveshaft, exhaust system, and other mechanical components. All undercoating must be applied to a uniform thickness with no bare spots.

3.2.12 The chassis shall have the front end alignment checked by the use of a computerized alignment program. The alignment must be adjusted to within OEM tolerances. A computerized print-out generated by the alignment software indicating all corrections shall be included in the Owners Operating Manual.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.3 MODULE INSULATION

3.3.1 The module must have insulation with a minimum of an R-11 thermal rating on all four walls and the ceiling.

3.3.2 The interior of all doors must be fully insulated.

3.3.3 Sound deadening insulation must be installed in the floor to provide additional insulation from heat and noise.

3.3.4 All insulation must be fire retardant.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.4 MODULE EXTERIOR COMPARTMENTS

3.4.1 The module must be equipped with exterior compartments with shelves and dividers.
3.4.2 The exterior compartments must have diamond tread bright aluminum finish over all interior surfaces.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) ____ N (No).

3.5 CURBSIDE

3.5.1 An exterior compartment must be installed in the front, right section of the module that will be part of the interior cabinet I-2. This compartment must be identified as compartment R-1.

3.5.2 An exterior pullout drawer compartment must be installed to accommodate OEM batteries located in the front, right section of the module below compartment R-1. This compartment must be completely separate from R-1, be fully vented and be fully sealed/separated from the patient area. This compartment must be identified as R-1A.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) ____ N (No).

3.6 STREET SIDE

3.6.1 An exterior compartment must be installed in the front, left section of the module. This compartment must be used to install the “M” oxygen tank bracket and various patient-carrying devices. It must be fully vented, include a pass-through window to the attendant’s action area for oxygen tank access and have an upper, fixed shelf with a fixed divider that runs from the ceiling to the floor of the compartment. This compartment must be identified as L-1.

3.6.2 An exterior compartment must be installed in the center, left section of the module. This compartment must have two (2) adjustable shelves and be identified as L-2. Electrical components may be installed in the upper section of this compartment.

3.6.3 An exterior pullout drawer compartment must be installed in the left section of the module above the rear wheels. This compartment must be identified as L-3.

3.6.4 An exterior compartment must be installed in the rear, left section of the module. This compartment must be part of the interior cabinet I-09 and must be used to store all immobilization devices, splints and backboards. This compartment must be identified as L-4.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) ____ N (No).

3.7 MODULE DOOR, LATCHES AND HINGES

All door construction must incorporate the following, at a minimum:
3.7.1 Aluminum construction with integral double-surface seal mounting and seal protection.

3.7.2 A rubber seal that runs uninterrupted around the perimeter of each door without breaks for latches, switches, hinges, etc.

3.7.3 Compression of the rubber seal between the door extrusions and the doorframe extrusions must form a weather tight seal when the doors are closed.

3.7.4 A door thickness of at least 2” thick with internal structure bracing constructed from high strength tubular aluminum alloy extrusions or equal.

3.7.5 All door openings must be kept free and clear of obstructions by design. Components of the door latching system must not cause a trip or snag hazard.

3.7.6 An anti-slip sill must be installed across all door openings.

3.7.7 Drip rails must be installed above all doors.

3.7.8 Each module exterior compartment door must have a diamond tread bright aluminum finish over the complete interior surface.

3.7.9 Each module entry door must include aluminum interior panels. Each panel may be finished with paint, Formica, padding, etc. A diamond tread bright aluminum kick plate must be installed on the bottom 10” of the door.

3.7.10 All module doors must be equipped with door retainers to hold doors in the open position. Short, grease fitting door retainers that will hold the door in a near-flush position against the module are preferred. Spring loaded, gas or hydraulic door retainers are acceptable.

3.7.11 All module doors must have a 7” red reflector on the inside of each door.

3.7.12 One (1) curbside module entry door must be installed at the right front side of the module. The curbside module entry door must be equipped with a sliding, limo-tinted safety glass window. The window must include a built-in screen.

3.7.13 Two (2) equal sized rear module entry doors must be installed. The rear entry doors must be equipped with a fixed, limo-tinted safety glass window.

3.7.14 All latches, hinges and hardware utilized with the module entry doors must comply with FMVSS206 and AMD Standard #002 “Body Door Retention Components Test”.

3.7.15 All latches must be keyed-alike and be electrically activated from the cab switches and from switches to be located in the interior of the module at the side and rear entry doors.

3.7.16 All entry door latches must be manually operable from both the inside and the outside of the module. The latches must be lockable by key on the exterior and by slide/pull lever on the interior.
3.7.17 Access to all internal components of the latching system must be incorporated into the door design. Access must be obtained on the interior side of every module door.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7**
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.8 MODULE MOUNTING

3.8.1 The cutaway chassis must be prepared to receive the modular body utilizing the contractor’s methods of body to frame attachments. Attachment to the new chassis must incorporate mounting of the modular body in a manner acceptable by the chassis manufacturer.

3.8.2 A heavy-duty vibration absorbent elastomer spacer must be installed between the module and frame of the chassis at each mounting point.

3.8.3 The module must not be welded to the chassis at any point.

3.8.4 The chassis front end must be checked and adjusted for proper caster camber alignment after the modular body is mounted.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8**
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.9 REAR STEP BUMPER

3.9.1 A step bumper must be installed on the rear of the module.

3.9.2 The rear step bumper must be a heavy-duty, tubular steel bumper. The tubular steel will serve as the framework of the bumper assembly.

3.9.3 The bumper must extend across the rear of the module, must be flush with the bottom of the module, and must incorporate a diamond tread bright aluminum exterior box on both ends. The aluminum boxes will serve as the bumper’s exterior finish and will be installed over the steel structure.

3.9.4 The rear bumper must not be connected to the module at any point in order to protect the module body from damage in the event of an accident.

3.9.5 All steel components of the rear bumper must be fully welded together to provide maximum strength with cross-bracing incorporated into the design.

3.9.6 The steel bumper must be bolted and fully welded to the chassis frame.

3.9.7 All steel components of the rear bumper must be treated to be resistant to corrosion.
3.9.8 A folding step must be incorporated in the center portion of the rear bumper. The step material must be high strength, open-grate, anti-slip aluminum to prevent buildup of mud, ice or snow. The step width will match the total width of the opening for the dual rear module entry doors. The door must be aligned with the hinges of the dual rear module entry doors and will extend at least 10" behind the module body.

3.9.9 Four (4) rubber dock bumpers must be installed on the diamond tread bright aluminum boxes on the rear bumper with two (2) on each end.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9**
The bidder must indicate by putting a check mark in the appropriate box marked

- Y (Yes)  
- N (No)

**3.10 MODULE SIDE STEP**

3.10.1 The side step must be an integral component of the module.

3.10.2 A white LED light must be installed in the center of the right side of the doorstep well below cabinet I-2. The step well light must activate whenever the side entry door is opened.

3.10.3 A non-skid threshold must be provided above the step well.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.10**
The bidder must indicate by putting a check mark in the appropriate box marked

- Y (Yes)  
- N (No)

**3.11 MODULE STONE GUARDS AND REAR KICK PLATE**

3.11.1 All module stone guards must be constructed of diamond tread bright aluminum and secured to the module.

3.11.2 The front corners of the module must be equipped with stone guards. The stone guards must extend from the hinge of the forward compartment doors around the module corners and to the area behind the cab body.

3.11.3 The sides of the module encompassing the rear wheel well must be equipped with stone guards.

3.11.4 The rear corners of the module must be equipped with stone guards. The stone guards must extend from the hinges of the rear compartment doors around the module corners and align with the rear kick plate/ rear step assembly.

3.11.5 A diamond tread bright aluminum kick plate must be installed below the double module rear entry doors.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11**
The bidder must indicate by putting a check mark in the appropriate box marked

- Y (Yes)  
- N (No).
3.12 RUB RAILS

3.12.1 Rub rails must extend the full length of the modular body on each side with tapered ends.

3.12.2 The rub rails must be constructed of diamond tread bright aluminum plate.

3.12.3 The rub rails must be secured to the module side beams.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.12

The bidder must indicate by putting a check mark in the appropriate box marked

_____Y (Yes) ____N (No).

3.13 MODULE WHEEL HOUSING AND FENDERS

3.13.1 The module wheel housing must be constructed to afford easy tire removal and use of tire chains.

3.13.2 Installation of aluminum and/or rubber module fenders is prohibited.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.13

The bidder must indicate by putting a check mark in the appropriate box marked

_____Y (Yes) ____N (No).

3.14 MODULAR BODY PAINTING, EMBLEMS AND MARKINGS

3.14.1 Module painting, emblems, and markings must be provided to match the existing UH fleet.

3.14.2 The module must be painted WHITE to match the cab that is provided.

3.14.3 A custom painted stripe scheme outlined with reflective pin striping must be provided to match the existing UH fleet.

3.14.4 The striping colors must consist of ORANGE (#US2845) and YELLOW (#82763).

3.14.5 A 0.25" black reflective pinstripe tape must be installed on the exterior edges of the paint striping.

3.14.6 “Star of Life” decals must be provided. All “Star of Life” decals must be reflective BLUE with a WHITE border. The sizing of all “Star of Life” decals must match the existing UH fleet.

3.14.7 UH custom logos including all lettering and graphics must be provided on both sides and on the rear of the module. All logos must be installed to match the existing UH fleet.

3.14.8 The words “EMERGENCY MEDICAL SERVICES” must be provided on both sides and the rear of the module. The words must be reflective “Star of Life” BLUE lettering with MEDIUM GRAY shadowing. The location and sizing of this lettering must be installed to match the existing UH fleet.
3.14.9 The Unit identification (ID) numbering must be provided on the vehicle on both cab fenders and on the front and rear of the module. The Unit ID # will be provided at the time of order. The numbering must be 4” in size, must be reflective “Star of Life” BLUE and must include reflective, MEDIUM GRAY shadowing. The numbers must be installed on each cab fender, the front of the module (upper, street side) and the rear of the module (midway, curbside).

3.14.10 The word “AMBULANCE” must be provided on the front hood. The word must read backwards, must be 4” in size, must be reflective “Star of Life” BLUE and must include reflective, MEDIUM GRAY shadowing.

3.14.11 The wording “EMERGENCY, Dial 911” must be provided on the rear, lower portion of both sides of the module. The wording must be reflective “Star of Life” BLUE and must include reflective, MEDIUM GRAY shadowing.

3.14.12 The words “Visit us at: www.uhnj.org” must be provided on both sides of the module and on the rear module entry doors. The words must be reflective black with no shadowing.

3.14.13 The words “Proudly Serving The City of Newark” must be provided on the front and both sides of the module. All wording must be reflective “Star of Life” BLUE lettering with MEDIUM GRAY reflective shadowing. The sizing for the letters must be proportional to the area allotted. The font style will be determined and provided at the time of order.

3.14.14 An 8” x 10”, non-reflective American Flag decal must be installed on the front of the module to match the existing UH fleet.

3.14.15 The vehicle must be equipped with a custom chevron-style striping on the rear of the module. This custom striping must be reflective ORANGE (3M #680) and non-reflective PANTONE PROCESS YELLOW C (Avery #SC900-2060) and must cover the entire rear of the module. No pin striping must be installed in this area. All lettering and graphics must be installed directly onto this striping.

3.14.16 All rear striping must be installed on the module prior to any lighting fixtures or other accessories.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.14**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.15 MODULE INTERIOR SPECIFICATIONS

3.15.1 The total module interior dimensions should utilize all available space to maximize the general interior design and interior cabinet layout.

3.15.2 There must be at least 14” of space between the edge of the stretcher and the bench seat. There must also be at least 12” of space between the edge of the stretcher and the street side interior module compartments.
WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.15
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.16 MODULE INTERIOR MATERIALS, CABINETRY AND FLOORING

3.16.1 Module Interior Materials:

3.16.1.1 The module interior finish may be combinations of extruded aluminum panels and trim, diamond tread bright aluminum, Formica, stainless steel, elastomer coating and padded vinyl.

3.16.1.2 All surfaces and edges of the interior must be finished free of sharp edges, burrs, scratches, dents, gaps, or other imperfections.

3.16.1.3 The entire interior of the module must be completely sealed for compliance with blood borne pathogens regulations. All areas of the floor, sidewalls, CPR seat, attendant’s seat, module squad bench and cabinets must be impervious to fluids for easy decontamination. Holes, gaps, seams, etc. that are not properly covered and sealed will not be acceptable.

3.16.1.4 The module upholstery must be heavy-duty and color matched with the interior of the cab chassis.

3.16.1.5 Padding must be provided over all module entry door openings from the top of the doors to the ceiling.

3.16.1.6 All sides of the armrest including the top must be fully padded.

3.16.1.7 The module interior walls and ceiling must be constructed of solid aluminum panels. The sidewalls may be finished with Formica or paint. The ceiling must be painted white.

3.16.1.8 Trim must be provided at all corners and sides where the walls meet the ceiling and at all corners where walls intersect each other. Trim must also be provided at areas where the seamless, spray-in permanent polyurethane elastomer covering meets any other finishing material.

3.16.1.9 Two (2) dual IV holders with anti-sway bar and restraint straps must be installed in the ceiling.

3.16.1.10 Heavy-duty, medical grade seamless stainless steel grab handles must be provided for each entry door.

3.16.1.11 Two (2) grab rails of heavy-duty, medical grade, stainless steel must be installed on the ceiling.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.16
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).
3.17 **MODULE CABINETRY**

3.17.1 All interior cabinets must be all-aluminum construction, fully welded to the structural components of the module, making the cabinets an integral part of the modular body.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.17**

The bidder must indicate by putting a check mark in the appropriate box marked

_____ Y (Yes) _____ N (No).

3.18 **CURBSIDE**

3.18.1 An interior cabinet must be provided in the front, right section of the module; rear facing that extends from the module floor to the ceiling. It must include an upper section and a lower section. The upper section of this cabinet must be identified as cabinet I-1 and must include one (1) adjustable shelf. The lower section must be part of the exterior compartment R-1 and must include two (2) adjustable shelves.

3.18.2 An area must be provided at the head of the module squad bench, under the armrest, to include two (2) Zico-Quick-Release Strapless Bottle Brackets for “D” oxygen cylinders. This area must be identified as I-3.

3.18.3 The module squad bench must extend from the side module entry door to the rear of the module and must have two (2) separate sections. The overall length of the module squad bench must be long enough to accommodate a supine, backboard patient. This area must be identified as I-4.

3.18.4 An interior cabinet must be provided in the module to house all mobile radio equipment and In-Motion equipment. This cabinet must be identified as cabinet I-5. A Medeco lock key/cylinder #827-5258 must be installed on this cabinet door.

3.18.5 An interior cabinet must be provided in the module for the installation of electrical components. This cabinet must be identified as cabinet I-6. A Medeco lock key/cylinder #827-5258 must be installed on this cabinet door.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.18**

The bidder must indicate by putting a check mark in the appropriate box marked

_____ Y (Yes) _____ N (No).

3.19 **STREET SIDE**

3.19.1 An interior cabinet must be provided in the left, front section of the module, adjacent to the attendant’s seat that extends down from the module ceiling. It must include two (2) equal sized sliding doors. This cabinet must be identified as I-7.
3.19.2 An open shelf area must be provided adjacent to the attendant’s seat under cabinet I-7. This area must have a 1” high lip on the front side and the side adjacent to the CPR seat that is protected with a rounded, aluminum trim. This area must be identified as the attendant’s action area.

3.19.3 An interior cabinet must be provided to the left of the CPR seat that is full length and extends down from the module ceiling. It must include two (2) adjustable shelves. This cabinet must be identified as I-8.

3.19.4 An interior cabinet must be provided in the rear, left section of the module that extends down from the module ceiling. It must include two (2) adjustable shelves and one (1) fixed bottom shelf. This cabinet must be part of the exterior compartment L-4 and must be identified as cabinet I-9.

3.19.5 All interior cabinets specified to have shelving must have adjustable aluminum shelves with a 1” high lip on the front and rear. Shelves must be held in place with Unistrut-type aluminum track.

3.19.6 The module cabinet doors must be heavy-duty, see-through and include CLEAR Lexan, constructed in a manner to ensure crash worthiness.

3.19.7 All module cabinet doors must include flush, heavy-duty positive locking latches.

3.19.8 All hinged doors must be vented with louvered covers to allow airflow through the cabinets. All doors longer than 24” must have two (2) sets of louvers.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.19**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.20 MODULE FLOORING

3.20.1 The modular body floor must be constructed of composite board that is at least ¾” thick installed over .125” thick aluminum sheeting.

3.20.2 The composite board must be securely attached to the module floor frame.

3.20.3 Lonseal Lonplate II diamond plate flooring must be installed in the module.

3.20.4 The flooring must be one-piece without any seams and must wrap half way up the side walls throughout the module.

3.20.5 The color must be “Gunpowder” #424TX.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.20**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).
3.21 MODULE ATTENDANT SEAT

3.21.1 An EVS-brand #1800 high back seat with integral Child Safety Seat must be installed for the attendant at the head of the primary patient stretcher. The seat must be equipped with a lap/shoulder restraint with adjustable, automotive style buckles.

3.21.2 The seat must be color matched with the interior of the cab chassis.

3.21.3 The attendant's seat support structure must include a door that is locked and keyed differently from the rest of the module doors and compartments.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.21
The bidder must indicate by putting a check mark in the appropriate box marked ______Y (Yes) ______N (No).

3.22 CPR SEAT

3.22.1 The module must be equipped with a CPR seat. The seat must be located at the head of the stretcher on the street side of the module.

3.22.2 The frame must be fully welded as an integral component of the module cabinetry. The CPR seat must include a foam-padded seat with a foam-padded backrest, foam-padded sides and foam-padded ceiling.

3.22.3 The seat must include a 4-point racing-style harness with adjustable, automotive style buckles.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.22
The bidder must indicate by putting a check mark in the appropriate box marked ______Y (Yes) ______N (No).

3.23 MODULE SQUAD BENCH

3.23.1 The module must be equipped with a squad bench. The frame must be fully welded as an integral component of the module and include a 2-piece, foam-padded seat, a foam-padded backrest and a foam padded headrest.

3.23.2 The seat, the backrest and the headrest must be color matched with the interior of the cab chassis.

3.23.3 All vinyl upholstery in the module must be fire resistant. Sewn seams are not acceptable.

3.23.3.1 Three (3) complete sets of adjustable, automotive style seat belts and retractorrs must be provided on the squad bench for three (3) seated passengers or one supine patient.

3.23.3.2 Three (3) 4-point racing-style harnesses with adjustable, automotive style buckles must also be provided on the squad bench for three (3) seated passengers.
3.23.4 The squad bench backrest and headrest must be held in place with positive locking mounting brackets that allow for easy removal for cleaning.

3.23.5 There must be one (1) positive locking device to hold each section of the dual squad bench lids closed and one (1) gas shock hold-open device to keep each lid in the open position.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.23**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.24 MODULE LITTER AND LITTER SECURITY

3.24.1 A Ferno Model 185 Stat Trac cot fastener system with mounting blocks must be installed.

3.24.2 A Ferno Model 35-XST PROFLEXX-ST cot, color: Electric Blue must be provided.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.24**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

### 3.25 ELECTRICAL SYSTEM AND COMPONENTS

3.25.1 The main electrical system, 12-volts DC and 110-volts AC and all of its components, must be located in the module.

3.25.2 The electrical compartment layout, determined by the manufacturer of the module, must allow for easy access to all components for repair and servicing.

3.25.3 The electrical compartment must be isolated from the rest of the compartments, be adequately ventilated and be secured with a Medeco lock to match cabinet I-5.

3.25.4 Use of a multiplex electrical system would be acceptable.

3.25.5 Soldered or hard-wired components will not be accepted. Ambulance system wires must have no splices. Soldered joints, butt connections and other mechanical joints are not acceptable.

3.25.6 All circuit breakers must be "automatic reset" type with an adequate amperage rating to handle the assigned load. The minimum rated amperage must be 10 amps.

3.25.7 All wiring devices, switches, outlets, etc., except circuit breakers must be rated to carry at least 125% of the maximum amp load for which the circuit is protected. Wiring connections must be fully insulated at all locations.

3.25.8 All wire must be copper, conform to SAEJ1292 and must be color-coded and heat stamped with a specific function code a minimum of every 6". All wire must be high temperature with the correct gauge to be determined by the load.
3.25.9 Locking, quick-disconnect plugs must be utilized for connections at the cab console, the cab to the module, and the master control panel in the electric compartment.

3.25.10 All wiring must be run inside fire resistant, high temperature loom rated at least 300°F. All apertures on the vehicle must be properly grommeted for passing wiring and conform to SAE J1292. Electrical wiring systems must have 6” service loops at all connections.

3.25.11 A minimum of five (5) separate "ground" straps must be installed in locations to be determined in the cab and module.

3.25.12 The engine high-idle shall be set high enough to sustain the ambulance's total continuous electrical load and maximum heating/air conditioning output. The device shall activate when the parking brake is applied and shall automatically disengage when the brake is applied, the transmission is put in any position other than "PARK" or "NEUTRAL" or when the parking brake is released.

3.25.13 The vehicle must be equipped with 120-volts AC shoreline receptacle(s). The quantity and amperage ratings shall be determined by the manufacturer for the designated loads. All shoreline must have LED indicator lights installed on the front, street side of the module. The LED indicator must illuminate when shoreline power is present and must be labeled accordingly.

3.25.14 A U.L. approved circuit breaker box must be provided for the 120-volts AC shoreline power system. The circuit breaker box must be rated to handle the total combined electrical load of the vehicle.

3.25.15 Two (2) ground fault circuit interrupter (GFCI) circuit breakers must be installed. The circuit breakers must be rated to handle the intended electrical loads for each electrical circuit. Each circuit breaker must be labeled as to function.

3.25.16 Two (2) 120-volts AC illuminated hospital grade duplex receptacles must be installed in the module. One (1) duplex receptacle will be installed in cabinet I-1 and one (1) will be installed in cabinet I-2.

3.25.17 Five (5) 12-volts DC receptacles must be installed in the module. One (1) receptacle will be installed at the attendant’s action area, one (1) will be installed in cabinet I-1, one (1) will be installed in cabinet I-2 and two (2) will be installed in cabinet I-8.

3.25.18 Two (2) six-outlet, 20 ampere AC power strips must be installed in the module. One (1) power strip will be installed at the attendant’s action area and one (1) will be installed in cabinet I-8.

3.25.19 All AC receptacles, power strips and DC plugs must be powered with the vehicle’s inverter when the vehicle is running and when the vehicle is plugged into a shoreline.

3.25.20 Electric door locks must be provided in the module. The door locks must be activated from either cab door switch and via separate switches located in the interior of the module at the entry doors.
3.25.21 A MRSA-UV, Model# EMS-UV, ambulance air sanitizer shall be installed on the rear wall of the module above the bench seat. It must be powered with the vehicle’s inverter when the vehicle is running and when the vehicle is plugged into a shoreline.

3.25.22 Electrical or mechanical equipment installed in compartment L-2 must be located in the uppermost section of the compartment utilizing the least amount of space needed. A mesh screen or solid aluminum access panel must be installed to secure this equipment to prevent staff access.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.25
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

3.25 DRIVER AND PATIENT COMPARTMENT CONTROLS

3.26.1 A master switch console must be provided in the cab. The console must be bolted to the engine cover and/or the floor and must be removable. The console harness must be protected in a raceway if surface mounted. Floor mounted consoles must not interfere with a center-mounted laptop bracket.

3.26.2 The ambulance must be equipped with a three-way module disconnect switch located on the master switch console. The switch must include an LED indicator light that illuminates when the module battery power is on. This switch must have a corresponding three-way module disconnect switch installed on the attendant switch panel in the module.

3.26.3 The master switch console must provide switches for the following:

- 3-Way module master control
- Kussmaul Sequencer Master Switch
- Emergency Warning Lights (Primary/Secondary)
- Front Light Bar
- Horn/Siren
- Front Scene Lights
- Left Scene Lights
- Rear Load Lights
- Right Scene Lights

3.26.3.1 The master switch panel in the cab must provide indicator lights for the following:

- Open-door warning lights, cab
- Open-door warning lights, module

- Set parking brake/release parking brake indicator light(s)

3.26.3.2 The following items must be provided onto or inside the master switch panel:

- A Kussmaul model 091-32 Sequencer/Load Manager
A Whelen dual-amplifier, dual tone electronic siren and microphone
A flexible LED dash light with rheostat intensity control and red/clear lens.
An ammeter
A voltmeter
An hour meter (Must be located on the face of the panel in an easily viewed location).

3.26.3.3 The attendant switch panel must be located on the action area wall. The attendant switch panel must provide switches for the following:

3-Way module master control
Three (3) white LED bench dome lights (High and Low Intensity)
Three (3) white LED cot dome lights (High and Low Intensity)
One (1) attendant’s action area WHITE LED light
Suction pump
Vent fan
Inverter

3.26.3.4 All switches for the attendant’s switch panel and the master switch panel must be labeled as to function. Labels must be backlit and readable at night. Each switch must be LED illuminated when turned on.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.26
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No)

3.27 INTERIOR, EXTERIOR AND EMERGENCY LIGHTING

3.27.1 LED lighting must be provided for all lighting on the interior and exterior of the modular body where available.

3.27.2 Whelen Linear LED lighting must be provided for all emergency lights.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.27
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No)

3.28 EMERGENCY LIGHTING

The Emergency Lighting Must Include The Following:

3.28.1 Seven (7) Whelen 900 series Super L.E.D. lights must be provided and installed on the upper front of the module. The lens color from passenger side to driver's side will be: BLUE-RED-RED-WHITE-RED-RED-BLUE.

3.28.2 Two (2) RED/AMBER Whelen 700 series LED split (dual) lights must be installed, one (1) on each front fender of the cab chassis. Each half must flash individually.
3.28.3 Two (2) RED/BLUE Whelen 700 series LED split (dual) lights must be installed in the front grill of the cab chassis. Each half must flash individually.

3.28.4 Two (2) RED Whelen 900 series LED lights must be installed on the street side of the module.

3.28.5 Two (2) RED Whelen 900 series LED lights must be installed on the curb side of the module.

3.28.6 Two (2) RED Whelen 900 series LED lights must be installed on the rear side of the module.

3.28.7 One (1) AMBER Whelen 700 or 900 series LED light must be installed on the rear, center of the module.

3.28.8 Two (2) AMBER Whelen 900 series LED lights must be installed midway on the rear of the module. One (1) light must be installed on each side of the rear module entry doors. Both lights must be visible through the windows when the doors are opened.

3.28.9 A flasher must be provided and installed to flash the warning lights. The final flash pattern for the emergency lighting must include a triple flash pattern, at minimum.

3.28.10 Two (2) WHITE Whelen LED floodlights must be installed on the street side of the module.

3.28.11 Two (2) WHITE Whelen LED floodlights must be installed on the curb side of the module.

3.28.12 Two (2) WHITE Whelen LED floodlights must be installed on the rear side of the module.

3.28.13 Two (2) WHITE Whelen LED floodlights must be installed on the front of the module.

3.28.14 All floodlights must be controlled by a switch located on the master switch panel located in the cab. The curbside floodlights must also activate when the curbside module entry door is opened. The rear floodlights must also activate when the rear module entry door is opened and when the vehicle is placed into “reverse”. The front floodlights must only activate when the vehicle is placed into “park”.

3.28.15 Two (2) RED Whelen LED lights must be utilized for the brake lights.

3.28.16 Two (2) AMBER Whelen LED lights must be utilized for both module turn signals.

3.28.17 Two (2) WHITE Whelen LED lights must be utilized for the module back-up lights.

3.28.18 All Marker Lights Must Be LED:
3.28.19 One (1) Whelen Strip-Lite™ Series Multi-Purpose Surface Mounted LED Lighthead #PSR00XRR, color RED must be installed on the rear of the module to serve as an additional brake light. This light must be centered above the dual rear module entry doors.

3.28.20 The Interior Module Lighting Must Consist Of:

3.28.20.1 Six (6) LED lights with Hi/Low settings in the ceiling.

3.28.20.2 One (1) Whelen Strip-Lite™ Series Multi-Purpose Surface Mounted LED Lighthead #PSCACCCCR must be installed to illuminate the attendant’s action area.

3.28.20.3 All exterior compartments must have one (1) WHITE LED light.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.28
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) ____ N (No).

3.29 MODULE VENTILATION

3.29.1 A vent fan must be installed in the module. The fan must have high and low speeds, must be controlled from the attendant switch panel and must exhaust air through a wall of the module.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.29
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) ____ N (No).

3.30 COMMUNICATIONS\COMPUTER EQUIPMENT

3.30.1 Wiring to supply constant power and grounding for two-way radio and computer equipment must be provided. Equipment installations will be handled by UH EMS.

3.30.2 Wiring must be installed to supply constant power, switched power and grounding in cabinet I-5 for radio and In-Motion equipment using 10-gauge wire, 30A capacity at a minimum.

3.30.3 Wiring must be installed at the master switch console to supply switched power and grounding for radio equipment.

3.30.4 Wiring must be installed at the master switch console to supply switched power and grounding for one (1) laptop computer.

3.30.5 Wiring must be installed at the action area to supply power and grounding for one (1) laptop computer.

3.30.6 Customer-supplied radio and InMotion mobile gateway antennae must be installed on the module roof with the coax cables being run to equipment mounting locations. Exact locations will be determined.
WE HAVE READ AND MUST FULFILL THE REQUIREMENTS OF SECTION 3.30
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.31 SIREN SYSTEM AND BACK UP ALARM

3.31.1 One (1) Whelen 295HFSA7 Remote Dual Siren Amplifier with Flush Mount Control Head must be installed.

3.31.2 Two (2) Cast Products, Inc. 100 Watt speakers or available equal must be installed in the front bumper\front grill area.

3.31.3 An audible warning device that is activated when the vehicle is shifted into reverse must be provided.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.31
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.32 MODULE EQUIPMENT SPECIFICATION

3.32.1 Module Heating and Air Conditioning System

3.32.2 The module must be equipped with a heavy-duty, dual 12 VDC\110 VAC heating and air conditioner system of sufficient size and rating to ensure proper heating and cooling. The system must be able to maintain an internal temperature of between 59 to 77 degrees Fahrenheit for proper medication storage. The 12-volts DC system must work from the vehicles system when the vehicle is running. The 110-volt AC system must work when the vehicle is plugged into a shoreline.

3.32.3 The HVAC system must utilize a sufficient quantity of adjustable discharge registers installed in the module to meet the heating and cooling requirement.

3.32.4 The 12 VDC\110 VAC heating and air conditioner system must be controlled with automatic, electronic thermostat(s) with digital temperature display(s). The thermostat(s) must be located at the attendant’s switch panel.

3.32.5 The module must be equipped with a supplemental 110 VAC ceramic or electric baseboard heating unit of sufficient size and rating to ensure proper heating of the module when the vehicle is plugged into the shoreline only.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.32
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).
3.33 SUCTION SYSTEM

3.33.1 An onboard suction system must be provided. It must include a pump, a vacuum regulator to adjust vacuum pressure and a suction canister mounting bracket.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.33
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) _____ N (No).

3.34 PIPED OXYGEN SYSTEM

3.34.1 A complete piped oxygen system with an oxygen tank restraint system and four (4) installed Ohio Medical type diamond oxygen outlet connections must be provided. Two (2) connections must be provided at the action area, one (1) must be provided in the ceiling at the patient’s head and one (1) must be provided on the curbside wall.

3.34.2 Oxygen piping must be electrostatically conductive green oxygen hose rated at 250 P.S.I.G.

3.34.3 Compartment L-1 must be equipped with the oxygen tank restraint system certified to comply with the most current versions of KKK-A-1822(E) and AMD Standard 003.

3.34.4 Compartment L-1 must be vented externally and have a hinged access window into the patient area of the module.

3.34.5 A cylinder-changing wrench must be furnished, chained and clipped within the oxygen compartment.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.34
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) _____ N (No).

3.35 MISCELLANEOUS ITEMS

3.35.1 The completed ambulance must be delivered with a temporary license plate.

3.35.2 The completed ambulance must be thoroughly cleaned and detailed after all work has been completed and inspected.

3.35.3 A polished aluminum recessed license plate frame with dual integral clear illumination lights must be provided on the rear of the module.

3.35.4 Polished aluminum diamond plate running boards must be installed at each door of the cab. Each running board must include an 8” splash shield and a high strength, open-grate, anti-slip aluminum step to prevent buildup of mud, ice or snow.
3.35.5 Each cab chassis door must include a 2 to 2.5 inches wide nylon strap between the door frame and the “A” post to prevent hyperextension of the door hinges.

3.35.6 The passenger’s airbag disconnect switch, located on the dashboard must be blanked off to prevent the unit from being disengaged or turned “off” at any time.

3.35.7 An automatic battery shut-off solenoid for the module power must be installed.

3.35.8 A Sound-off brand anti-theft device or approved equal must be installed.

3.35.9 A hard-wired, handheld LED spotlight with a minimum of 400,000-candle power must be provided. The spotlight must include a momentary switch and a positive-locking hook.

3.35.10 Two (2) cup holders shall be installed in the cab.

3.35.11 One (1) Streamlight Fire Vulcan Vehicle Mount System, Model# 44401, color ORANGE, with standard 12-volts DC charger/rack must be installed in the cab chassis.

3.35.12 One (1) Goodall #12-301 auto-start unit with 2-prong connector for jumpstarting must be installed. The unit must be able to charge or receive a charge from the cable port.

3.35.13 One (1) Laerdal DC powered wall bracket #78-22-00 must be installed in compartment I-2. The unit must be hard-wired. Use of the 12-volt DC receptacle is not acceptable.

3.35.14 Two (2) Zico-Quick-Release Strapless Bottle Brackets for “D” oxygen cylinders must be installed in area I-3.

3.35.15 A Vanner inverter with integral battery charger must be provided. The inverter must be of sufficient size and rating to handle all loads identified and required in this specification. The battery charger must provide 12-volts DC power when the vehicle is plugged in.

3.35.16 An Intellitec Emergency Time Manager, 12-volts DC digital clock system, Part # 00-00775-000, must be installed over the rear module entry doors. The Time Manager must provide four (4) functions: time of day in hours and minutes, sweeping second hand, elapsed time in hours and minutes, and four (4) timer buttons set alarm timer from 1 to 90 minutes.

3.35.17 The contractor must provide an Life Safety Products (LSP) #L106-260 oxygen regulator.

3.35.18 Four (4) glove box holders must be installed in the module.

3.35.19 One (1) 5 lb. DOT-approved ABC dry chemical fire extinguisher with brackets must be installed in compartment L-2.

3.35.20 One (1) pint of touch-up paint must be provided for each exterior color of the completed vehicle. (ORANGE/YELLOW/WHITE)
3.35.21 Five (5) sets of keys must be provided with each completed vehicle. The chassis keys must be programmed and ready to use.

3.35.22 The keys for the Medeco locks must be secured and shipped separately from the other vehicle keys.

3.35.23 Placards/Labels must be provided in the cab to read, “FASTEN SEATBELTS”, “NO SMOKING, OXYGEN IN USE” and “VEHICLE HEIGHT 0’ 00’”

3.35.24 Placards/Labels must be provided in the modular body to read, “FASTEN SEATBELTS” and “NO SMOKING, OXYGEN IN USE”.

3.35.25 A Placard/Label must be provided at the fuel fill to read, “GASOLINE ONLY”.

3.35.26 One (1) Ferno EXL hanger must be provided in compartment L-1 for one (1) Ferno model #65 orthopedic stretcher.

3.35.27 Hooks and straps must be provided in compartment L-1 for securing a Ferno model #40-OS stair chair.

3.35.28 Straps must be provided in compartment L-1 for securing a Reeves stretcher.

3.35.29 Straps must be provided in compartment L-3 for securing two (2) KEDs and two (2) traction splints.

3.35.30 A sharps container enclosure and trash receptacle must be installed in the module. A sample sharps container will be provided to the Contractor.

3.35.31 One (1) two-gallon plastic trash container shall be supplied and installed.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.35**

The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) _____N (No).

**3.36 SAMPLES**

3.36.1 University Hospital reserves the right to request samples of any component proposed for use in the manufacture of the completed vehicle as identified in the bidder’s submitted proposal.

3.36.2 Component samples that may be requested included but are not limited to aluminum extrusions, electrical components, finishing materials, etc.

3.36.3 Any samples provided in response to this request will be returned to the bidder upon completion of the evaluation process.

3.36.4 University Hospital reserves the right to request that the Contractor provide a sample vehicle for conducting a walk-through evaluation.
3.36.5 The vehicle provided must be similar to the unit identified in the Contractor’s submitted proposal.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.36
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.37 MANUALS AND HANDBOOKS

3.37.1 The Contractor must provide two (2) chassis-specific repair manuals and two (2) chassis-specific parts handbooks per vehicle model year. Books or CD sets (Compact discs) are acceptable.

3.37.2 A chassis specific operator’s manual covering operating instructions for accessories, components, equipment and systems must be furnished.

3.37.3 Two (2) vehicle specific owner’s manual binders must be furnished.

3.37.4 Each owner’s manual binder must provide guidelines for the operation, care, and maintenance of systems or components found in each unit. They must include CAD drawings, electrical system information and schematics and cover installation/operation instructions, illustrations, manufacturer's part numbers, lubrication instructions, assembly and disassembly instructions, and safety precautions to insure proper installation, operation and maintenance of the equipment. This booklet will also contain: the name, address and phone number of the manufacturer; warranty statements, copies of the completed pre-delivery check-off sheet; any other pertinent information applying to the proper and safe operation of this vehicle.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.37
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).

3.38 WORKMANSHP

3.38.1 The overall appearance of the vehicle must show good workmanship and all assemblies must be accomplished in a manner acceptable in the industry.

3.38.2 The Contractor must not utilize used parts, components, assemblies, or equipment in the manufacture of this vehicle. All vehicles components must be in new, unused.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.38
The bidder must indicate by putting a check mark in the appropriate box marked
_____Y (Yes) ____N (No).
3.39 GUARANTEE/WARRANTY

The contractor must guarantee that the vehicle and all its component parts comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, performs their functions adequately, and operates successfully without undue wear or vibrations. The contractor must agree to immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by UH EMS. The contractor must guarantee to maintain a supply of component parts for the expected life of the unit.

3.39.1 The bidder must provide complete information on warranty coverage in Section 7.2.3

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.39
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) _____ N (No)

3.40 WARRANTIES, WARRANTY REPAIRS AND TRANSPORTATION

3.40.1 No installations or alterations of any equipment/components will be made that voids any warranties provided by the chassis manufacturer or the equipment/component manufacturers.

3.40.2 The completed vehicle must be warranted against parts failure or malfunction due to installation errors, defective workmanship and missing or incorrect parts.

3.40.3 Equipment/components installed by the Contractor such as sirens, light bars, flashers, alternators, batteries, inverters, battery chargers, etc. must include warranties covered by their individual manufacturers.

3.40.4 All warranty registration cards for equipment/components must be provided with the completed unit at time of delivery.

3.40.5 No warranty will be "pro-rated" based upon the age or mileage of the vehicle or will any warranty require University Hospital to pay any dollar amount, increasing portions or otherwise, for any covered repairs.

3.40.6 A sample of actual warranty documents must be provided with the submission of the bid.

3.40.7 Bidder must supply all information regarding warrantee coverages, requested in Section 7.2.3.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.40
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) _____ N (No).

3.41 WARRANTIES

3.41.1 Chassis Warranty
3.41.1.1 The vehicle chassis must be covered by a warranty provided by the chassis manufacturer. At a minimum, the warranty coverage must cover at least 36 months or 36,000 miles.

3.41.2 Module Body Structural Warranty

3.41.2.1 A structural warranty covering the module body, exterior skin, sub-floor structure, exterior compartments, interior aluminum cabinets and squad bench structure must be provided.

3.41.2.2 The warranty must cover structural defects from electrolysis and must be transferable to a new owner if the vehicle is sold.

3.41.3 Contractor Supplied and Installed Equipment Warranty

A warranty must be provided covering each of the following supplied and installed equipment:

- Oxygen outlets, hoses, fittings
- Upholstery/flooring
- Cabinetry, complete interior construction & finishes
- Doors, securing hardware and latches
- Onboard suction system

3.41.4 Electrical Equipment Warranty

A warranty must be provided covering the following supplied and installed equipment:

- Main vehicle wiring harness and battery harness cables
- Automatic/manual reset circuit breakers
- Solenoids
- All installed electrical connections
- Body door post switches
- Automotive relays
- Volt and amp meters
- All wire terminals and crimps
- Power distribution panel

3.41.5 Paint Finish Warranty

A warranty must be provided covering the paint finish from defects in materials and workmanship. Defects in materials and workmanship included but are not limited to:

- Peeling or delamination of the top coat or other layers.
- Cracking or checking.
- Loss of gloss caused by cracking, checking and hazing.
- Any paint finish failure caused by improperly applied finishes.
3.41.6 Manufacturer’s Pass-Through Warranty

3.41.6.1 Additional warranties on any equipment/components of the vehicle which may be provided by the supplier of such equipment/components must be extended by the Contractor to University Hospital in the form of time and/or mileage.

3.41.6.2 All equipment and components installed on the ambulance or purchased with the ambulance must be covered by the warranty of the manufacturer of such equipment and components.

3.41.7 Extended Chassis Warranty (Optional)

An extended chassis warranty should be provided covering the unit. The extended warranty must provide and ensure continuous warranty coverage past the standard chassis warranty period of 36 months or 36,000 miles.

3.41.7.1 The extended warranty must cover all items included in the initial chassis warranty and may be provided by the chassis manufacturer or by an aftermarket warranty company.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.41
The bidder must indicate by putting a check mark in the appropriate box marked ______Y (Yes) ____N (No).

3.42 BILL OF SALE AND STATEMENT OF ORIGIN

3.42.1 A Bill of Sale and the chassis manufacturer’s Statement of Origin must be provided to University Hospital upon receipt of payment for the unit(s).

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.42
The bidder must indicate by putting a check mark in the appropriate box marked ______Y (Yes) ____N (No).

3.43 PRODUCTION PHOTOS

3.43.1 The Contractor must provide photos for each ambulance during each phase of the manufacturing process. The photos must identify all areas of the completed work and show all details of the completed work. The photos must be emailed to UH-EMS upon completion of each phase for each ambulance at no charge to UH-EMS.

It is expected that all photos shall be provided at the following intervals:

- Upon completion of the assembly of the module cage structure, without sheet metal.
- Upon mounting of the module with sheet metal onto the vehicle chassis.
- Upon completion of the installation of the module cabinets.
- Upon completion of the painting process.
- Upon completion of hardware installation (light fixtures, door handles, door stops, etc.)
- Upon completion of the vehicle, including logos and decals.
All photos must be labeled with the Contractor’s production number and phase description, i.e. module assembly, module mounting, painting, hardware or vehicle completion.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.43**
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

**3.44 VEHICLE REPAIR CENTER**

3.44.1 The Contractor must have a vehicle repair center capable of providing warranty-related and recall services within 75 miles of the UH EMS Fleet facility located at 181 Littleton Avenue, Newark, New Jersey 07101.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.44**
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

**3.45 QUALITY ASSURANCE**

3.45.1 As part of a quality assurance process, UH-EMS representatives will make inspection trips to the Contractor’s facility based upon the production schedule for this order.

3.45.2 The trips may be unannounced and unscheduled, at University Hospital’s discretion. However, it is UH intention to schedule at minimum, inspections as follows:

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.45**
The bidder must indicate by putting a check mark in the appropriate box marked _____Y (Yes) ____N (No).

**3.46 PRE-DELIVERY INSPECTION(s)**

There will be two (2) pre-delivery inspections.

3.46.1.1 The first inspection trip to the manufacturing facility will occur when the following is completed: module mounting, cabinet installation, wiring, etc.

3.46.1.2 The second inspection trip to the contractor’s facility will occur when the completed unit arrives and prior to the unit’s delivery to UH.

3.46.2 The contractor must make the following arrangements for UH EMS inspection of each vehicle prior to the delivery and acceptance of the vehicle by UH. The contractor will assume responsibility for the arranging inspection of vehicles for each specific order. Prior to presentation for inspection, it shall be the contractor’s responsibility to pre-inspect each vehicle. The vehicle must conform to the manufacturer’s “new vehicle prep” procedures, if any. The contractor will be required to submit a copy of any “new vehicle prep” procedures upon delivery of the vehicle. Each vehicle presented for inspection shall be accompanied by an inspection
package including, but not limited to, the following: purchase order, line set sheet (when available) – brief list of all features, items and accessories included in the vehicle, pre-delivery inspection (PDI), and dealer’s pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to pre-delivery specifications and that all added equipment and accessories have been properly installed.

3.46.3 The contractor shall notify UH EMS by email that the unit(s) is ready for inspection.

3.46.4 Within five (5) working days of the contractor’s notification, UH EMS will send a team of qualified inspectors to the contractor’s facility to accomplish the inspection of the vehicle(s) before delivery to UH EMS facilities. Upon the inspector’s arrival at the facility, the contractor shall assign a mechanic, a runner and a delivery bay to the UH EMS inspector. The contractor must properly itemize, organize and segregate all vehicles. The above is required in order to facilitate an expeditious and orderly inspection flow. This will allow discrepancies to be corrected while the inspector is located at the contractor’s facility.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.46
The bidder must indicate by putting a check mark in the appropriate box marked _____ Y (Yes) _____ N (No).

3.47 DELIVERY TIME AND FINAL ACCEPTANCE

3.47.1 The length of time for manufacturing of this unit should not exceed ninety (90) calendar days but must not exceed ninety (120) calendar days from receipt of a purchase order.

3.47.2 All vehicles must be delivered to UH EMS destination within 15 calendar days of the contractor’s receipt of vehicle(s) from the manufacturer and upon completion of the pre-delivery inspection(s). All vehicles must be delivered to UH EMS destination at no additional cost.

3.47.3 Copies of all final inspection reports, including a list of the electrical amp draws, and checklists must be proposed at time of delivery.

3.47.4 No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the vehicle(s), which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, any line set tickets, invoice and key sets (if applicable). No vehicle(s) will be considered accepted until it has undergone final inspection at the delivery point.

3.47.5 All vehicles must be delivered with the manufacturer suggested retail price label affixed to the window. The label shall not be removed prior to delivery to UH EMS facilities.

3.47.6 No advertising shall appear on any vehicle delivered under the term of the contract. Further, the contractor shall not affix the dealer name to the vehicle. Vehicles delivered to final destinations with dealer’s advertising will be rejected.
3.47.7 No vehicle will be accepted without a New Jersey Motor Vehicle new vehicle inspection sticker in place as prescribed by law, correctly punched to the month of delivery and acceptance or appropriate diesel emission approval sticker. Out of State contractors must comply with this requirement without any additional cost or delay. Failure to comply with this provision will result in the rejection of the vehicle.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.47**
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) ____N (No)

### 3.48 SUBSTITUTIONS

3.48.1 The Contractor shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the contract unit, without written authorization to do so from UH EMS.

3.48.2 All substitutions must be "equal to" or "greater than", exceeding the specifications of the particular items specified. Full information must be furnished to enable University Hospital to determine suitability. University Hospital will determine the acceptability of any proposed exceptions or substitutions. Any exceptions granted must only be in writing attached to the purchase order. Unless the exceptions granted are acknowledged by University Hospital in writing at the time of order, such exceptions will not be accepted at time of delivery, and the delivered product must to conform to every detail of this specification.

3.48.3 It is the responsibility of the bidder, when taking any deviation or offering any substitution, to furnish proof via manufacturer’s drawing, blueprints, specifications, or other documentation, that such is equal or superior to the vehicle as specified.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.48**
The bidder must indicate by putting a check mark in the appropriate box marked
_____ Y (Yes) ____N (No).
4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The contract will be awarded for one (1) year, commencing from the date of award. 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 of the contract.

4.1.2 Contract Extension Option

This contract may be extended for all or part of two (2) one year periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term. In an exceptional situation, the University Hospital may consider a minimal price increase at time of extension, in which case the contractor must provide a detailed justification, including chassis or component manufacturers’ price certification, two (2) sets of applicable Industry price indices, one at the time of contract establishment and the other at the time of the price increase proposal, and any other information required for thorough and complete economic analysis.

4.2 Contract Transition

Not applicable under this contract.

4.3 Precedence of the University Hospital’s Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents, listed in order of precedence:

- UH’s Contract Term Sheet.
- Business Associate Agreement (if applicable)
- Any Addendum to this RFP
- This RFP, which hereby incorporates UH’s Standard Terms and Conditions
- The Contractor’s Bid Proposal

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder’s proposal, the RFP and/or the addendum shall govern.

4.4 Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder’s proposal may be deemed NON-COMPLIANT AND BE REJECTED and/or be found non-responsive if the change is a material departure from the bid specifications or the terms and conditions of this RFP. A material departure occurs when the change increases the likelihood that the waiver from compliance with the RFP is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely
to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of the University Hospital to make a bid comparison, or is unacceptable to the University Hospital. The determination of material departure shall be in the sole discretion of the University Hospital.

4.5 Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and UH from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. No contract will be issued to the successful bidder until such time as the Contractor has supplied UH with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until UH is in receipt of said certificate.

Liability insurance must remain in effect for the duration of the contract, including any extensions, and for ninety (90) days following termination of all work.

In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

The insurance to be provided by the Contractor shall be as follows:

- **Product Liability Insurance** - $2,000,000 million.
  This requirement is in addition to the requirements contained in the University’s standard terms and condition.

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than $1,000,000 per occurrence/$1,000,000 annual aggregate. If applicable, XCU coverage may be required;

- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than $1,000,000 for bodily injury and property damage;

- **Excess Liability Insurance** - subject to an additional limit of liability of not less than $1,000,000 per occurrence/$1,000,000 aggregate excess of the primary policy;

- **Workers’ Compensation Insurance** - statutory coverage and including employers liability coverage of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate;

- **Additional Insured** - UH to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of $1 million/$1 million; UH to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

- All insurers affording coverage are to be rated not less than A- by Bests Insurance Rating Service.

  **UH is to be named as certificate holder with respect to all afore-mentioned insurance coverages.**

- **All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor’s performance of services pursuant to this contractual agreement.**

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. **A Certificate of Insurance must be provided to the UH Contract Administrator for each year of the contract award.**

Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

4.6 **Contract Amendment**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Executive Director.

4.7 **Contractor Responsibilities**

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

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 approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UH may have arising out of the Contractor’s performance of this contract.
4.8 Substitution of Staff

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Résumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the Executive Director, through the University Hospital’s Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Executive Director, through the University Hospital’s Project Manager.

4.9 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed résumés of the proposed subcontractor’s management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor’s qualifications and experience must equal or exceed that of a similar subcontractor proposed by the Contractor in its bid proposal.

The Contractor shall forward a request to substitute/add a subcontractor to the Executive Director, through the University Hospital’s Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Executive Director, through the University Hospital’s Project Manager.

4.10 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents,
regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UH and shall be delivered to UH upon 30 days’ notice by UH.

With respect to software computer programs and/or source codes developed for UH, the work shall be considered “work for hire,” i.e., UH, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UH to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor’s charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor’s suspension or debarment from UH contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.12 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Executive Director.

4.13 Advertising

The Contractor shall not use UH’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Executive Director.

4.14 License and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply UH with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor in its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

The following shall govern claims made by the Contractor regarding contract award rescission, contract interpretation, Contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor performance and/or reduction, suspension or termination are to be made in a manner
consistent with N.J.A.C. 17:12-1.1, et seq. The Executive Director’s final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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

However, any claim against UH relating to a final decision by the Executive Director regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Executive Director was improper.

4.15.2 Remedies

Nothing in the contract shall be construed to be a waiver by UH of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in writing executed by the Executive Director.

4.16 Form of Compensation and Payment

UH’s payment terms are Net 45 days.

The Contractor must submit invoices to UH with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and vehicle Identification Number (VIN) and must be in strict accordance with the firm, fixed prices submitted for providing the New Type III Ambulances on the RFP pricing sheet. All invoices must be approved by UH Department of Emergency Medical Services before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.17 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Executive Director, Supply Chain Management.

In the event that the need for additional work and/or a special project arises, UH will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UH. The proposal should provide justification of the need for the additional work/special project. The relationship between the additional work/special
project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor’s written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to compete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor’s original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt of the Contractor’s written proposal, it shall be forwarded to the Executive Director for written approval. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

No additional work and/or special project may commence without the Executive Director’s written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Executive Director, it shall be at the Contractor’s sole risk. UH shall be under no obligation to pay for work done without the Executive Director’s written approval.

4.18 Option to Reduce Scope of Work

UH 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 an event, the Executive Director shall provide advanced, written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Executive Director, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19 Suspension of Work

The Executive Director may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the Executive Director may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor’s approved schedule of performance. The Executive Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.
4.20  **Change in Law**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Executive Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Executive Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21  **Performance Bond**

No performance bond is required under this contract.

4.22  **Late Delivery and Liquidated Damages**

The Contractor must immediately advise the Executive Director of any circumstance or event that could result in late completion of any task or subtask required to be completed on a certain date.

If the Contractor cannot meet the contract completion date for any task or subtask required to be completed by certain date, the Contractor shall be liable to UH, the sum of $250.00 per workday per vehicle that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not penalty.

4.23  **Retainage**

Not applicable under this contract.

4.24  **Small Business Subcontractor Utilization Plan**

Not applicable under this contract.

4.25  **Items Ordered and Delivered**

UH departments are authorized to order, and the Contractor is authorized to ship, only those items covered by the contract. If a review of orders placed by a department reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Vice President in the termination of the contract or in the award of any subsequent contract. The Vice President may take such steps as are necessary to have the items returned by the department, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

4.26  **Timely Delivery**

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

4.27 Requirements of PL 2005, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in procurement. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://uhnj.org/purchweb/employees/employ36_forms_policies.htm.

4.27.1 State Treasurer Review

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

4.28 New Jersey Election Law Enforcement Commission Requirement

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the Contractor receives in excess of $50,000 from a public entity in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
4.29 **Federal and State Laws and Regulations Regarding Healthcare**

The University Hospital is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. The University Hospital shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.
5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and to follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP’s requirements could result in a determination that the bidder’s proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UH regulations mandate that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the Request for Proposal identification number, final bid opening date and the buyer’s name.

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the “ORIGINAL” bid proposal in hard copy format and one (1) in electronic format, such as compact disc (CD), USB or Flash Drive. Each bidder should also submit one (1), complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into three (3) sections as indicated below.

5.5 Section 1 – Forms
5.5.1 Ownership Disclosure Form

The Bidder must complete and attach the Ownership Disclosure Form, located on the web at: https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.

5.5.2 Affirmative Action

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter of Approval must complete the 29 Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf. The requirement is a precondition of entering into a valid and binding contract.

5.5.2 Bid Bond

Not applicable under this contract.

5.5.3 Business Associate Agreement

Not applicable under this contract.

5.5.4 Business Registration Notice

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder’s early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at: http://www.state.nj.us/treasury/revenue/busregcert.shtml.
A bidder otherwise identified by the Purchasing Services as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by the Purchasing Services will be deemed ineligible for contract award. Under any circumstance, the Purchasing Services will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

5.5.5 Requirements of PL 2005, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. Instructions for completion of the form may be found at:


5.5.6 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must submit with its proposal the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to Bidder. See Section 9 of this RFP for the form. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here:

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

The form may be found here:

http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf

5.6 Section 2 - Technical

Bidders must submit their technical and organizational support and experience proposals by fully and accurately completing the Bidder Data information included in this RFP as Section 7.0.

A bidder's failure to fully, properly and accurately complete all of the technical proposal and organizational support and experience information required by Section 7.0 of the RFP may result in their bid being considered non-responsive.
5.6.1 **Samples Required**

Products offered must be in accordance with the specifications contained herein. Bid samples for evaluation purposes must be made available at no charge and delivered to the University Hospital, at the bidder’s expense. The bidder must submit bid samples within ten (5) working days following a request from the UH.

5.6.2 **Brand Name or Approved Equal**

Products offered must be in accordance with the brand/model(s) specified herein, or they must be an “approved equal”. A bidder offering an “approved equal” may, at the University’s Hospital option, be required to submit a bid sample for evaluation. The bidder must submit bid samples within five (5) working days following a request from the University Hospital.

Bidders must submit their technical and organizational support and experience Bids by fully and accurately completing the Bidder Data Information included in this RFP as Section 7.0.

A bidder's failure to fully, properly and accurately complete all of the technical response and organizational support and experience information required by Section 7.0 of the RFP may result in their bid being non-responsive.

5.7 **Section 3 - Cost Proposal**

Bidders must submit their cost proposal in accordance with the Price Sheet(s) included in this RFP as Section 8.0.

5.7.1 Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of one-hundred twenty (120) days so that an award can be made.

5.7.2 Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform additional work and/or special projects or according to the additional work and/or special project clause(s) of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates may be required to perform additional work and/or special projects.

5.7.3 Each bidder may also submit any additional price or cost information that the bidder feels may be required to perform any additional work and/or special projects required by this RFP.

ONLY price and costing information provided by the bidder in its original bid proposal submitted in response to this RFP may later be used for additional work and/or special projects to be paid against the contract resulting from this RFP.
6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments together with representative(s) from the Department of Purchasing Services. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Bids

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

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or explain aspects of its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. Any clarification that attempts to supplement, change, or correct the proposal shall be given no effect. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

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

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP.

6.3.2 The quality of the Type III Ambulances proposed by the bidder. This will include fulfilling all of the mandatory requirements in Section 3.0 Scope of Work.

6.3.3 The bidder’s documented experience in successfully providing New Type III Ambulances as described and required in Section 3 of this RFP, to other Hospitals or Fire Departments or Health Institutions.

6.3.6 The bidder’s ability to provide the warranties, warranty repairs and transportation as described and required in Section 3.39 and Section 3.40 of this RFP.

6.3.4 The qualifications and experience of the bidder’s management, or other key personnel assigned to the contract, to provide and deliver New Type III Ambulances as required and described in Section 3.0 of this RFP, with emphasis on documented experience in
successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully provide and deliver the New Type III Ambulances.

6.3.6 The bidder’s cost response.

6.4 University Hospital’s Right to Consider Additional Information

6.4.1 The Executive Director may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

6.4.2 The Executive Director may consider such other factors that, in the opinion of the Executive Director, are important in evaluating the bidder's proposal and awarding contracts as determined to be in the best interest of the University Hospital.

6.4.3 The University Hospital reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.

6.4.4 When making the contract award decision, the University Hospital may consider evidence of formal or other complaints against any bidder(s) by the University Hospital for contracts held in the past or present by the bidder.

6.4.5 The University Hospital reserves the right to check the bidder's financial capacity and ability to successfully undertake and provide the services required by this RFP by any means deemed appropriate.

6.4.6 The University Hospital reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which the University Hospital is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UH may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize UH’s ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder’s award potential, including payments. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation
committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or higher in payment than the original payment proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of payment and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. UH reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Executive Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to UH, payment and other factors considered.

The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further increases in payment with the selected bidder.

**Negotiations will only be conducted in those circumstances where they are deemed by UH to be in UH's best interests and to maximize the UH's ability to get the best value. Therefore, bidders are advised to submit their best technical and payment proposals in response to this RFP, because the UH may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or payment proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If UH contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.**

6.6  **Contract Award**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UH, price and other factors considered. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

6.7  **Bidder’s Right to Challenge a Contract Award**

Except in cases of emergency, bidders have the right to protest a proposed contract award.
A bidder’s protest must be submitted to the buyer of record with a copy to the Executive Director of Supply Chain Management (“Executive Director”) within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Executive Director of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

Notices of contract award under this section may be faxed, e-mailed, sent by regular mail or by any other means, excluding telephonic communication, conducive to transmitting the notice. If notice is sent by regular mail, the recipient is deemed to have received the notice three (3) days after mailing.

If a bidder files a protest to a contract award under this section, the bidder must set forth in writing with specificity the basis of the protest. At the time of the protest filing, the bidder must also submit all documentation supporting the basis of the protest. Failure to comply with these requirements may lead to rejection of the protest and UH award of the contract.

The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Executive Director, a hearing may be held on the merits of the protest. In all cases, the Executive Director will notify the bidder of the final determination on the protest.
7.0 **BIDDER’S INFORMATION**

The bidder should fully complete and submit the following “Bidder’s Information” as part of its bid response. Failure to satisfactorily complete and submit the “Bidder’s Information” may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

7.1 **Bidder’s Gear-up Plan**

All bidders, should submit a detailed gear-up plan with their bid proposal. The plan should be designed to show the University Hospital that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

The bidder should show how they plan to make an orderly and efficient to complete and satisfactory delivery of all goods and services required by the new contract. The Gear-Up Plan should provide for an orderly and efficient start-up.

7.1.1 **Gear-Up and Timetable**

Provide the bidder’s gear-up and timetable plan. The plan should include a detailed timetable for the production and delivery of the New Type III Ambulances. The timetable should convince the University Hospital that the new contract will be operational on the contract beginning date required and contracted units will be delivered within the time frames specified in Sections 3.46.

7.1.2 **Staff Assigned to Contract**

The bidder shall provide the number and qualifications of management, supervisory and other staff proposed by the bidder to Provide and Deliver New Type III Ambulances Services including the number of hours and shifts each person will be assigned.

7.2 **Bidder’s Equipment, Materials and Supplies**

7.2.1 The bidder should provide a list showing item name, manufacturer make/brand, model number and warranty (if applicable) use on this contract of all equipment, materials and supplies (including those listed in the RFP as required), that the bidder, in its judgment, feels will be required to successfully provide the services or other work elements as detailed in the Scope of Work of this RFP.
7.2.2 Drawings

Each bidder must submit detailed drawings with their proposal depicting their exact offering in response to this RFP. Generic or “standard” drawings that do not depict the interior or exterior configuration as indicated in this RFP are not acceptable. At a minimum, the drawings must include front, rear, curbside and street side exterior views including any special exterior compartment configurations and special equipment. Interior views of the floorplan, ceiling, front bulkhead, rear doors, curbside cabinetry and street side cabinetry must also be provided.

7.2.3 Warranty Coverage

Bidder must supply all information regarding warrantee coverages, requested below.

Section 3.40.1 Chassis:

Coverage:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Warranty period: ____________________________________________________________________
Parts covered. ____ Yes ___ No; Labor covered. ____ Yes ___ No

Parts and/or labor 100% covered. _____Yes _____No

Section 3.40.2 Module Body Structural:
Coverage:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Warranty period: _______________________________________________________________
Parts covered. ____ Yes ___ No; Labor covered. ____ Yes ___ No

Parts and/or labor 100% covered. _____Yes _____No

Section 3.40.3 Contractor Supplied and Installed Equipment:
Coverage:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Warranty period: _______________________________________________________________
Parts covered. ____ Yes ___ No; Labor covered. ____ Yes ___ No

Parts and/or labor 100% covered. _____Yes _____No

Section 3.40.4 Electrical Equipment:
Coverage:
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
Warranty period: _______________________________________________________________

Parts covered. _____ Yes ___ No; Labor covered. _____ Yes ___ No

Parts and/or labor 100% covered. _____Yes   _____No

Section 3.40.5 **Paint Finish:**

Coverage:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Warranty period: _______________________________________________________________

Parts covered. _____ Yes ___ No; Labor covered. _____ Yes ___ No

Parts and/or labor 100% covered. _____Yes   _____No

Section 3.40.6 **Manufacturer’s Pass-Through:**

Coverage:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Warranty period: _______________________________________________________________

Parts covered. _____ Yes ___ No; Labor covered. _____ Yes ___ No

Parts and/or labor 100% covered. _____Yes   _____No

Section 3.40.7 **Extended Chassis Warranty (Optional):**

Coverage:
_____________________________________________________________________________
_____________________________________________________________________________
Warranty period: ________________________________

Parts covered. ____ Yes ___ No; Labor covered. ____ Yes ____ No

Parts and/or labor 100% covered. _____Yes _____No

7.3   Bidder’s Management Information

7.3.1  Management Overview

The bidder shall provide a narrative of the general approach and plans to provide the services required in the Scope of Work section of the RFP.

7.3.2  Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder’s approach to communicate with UH, including, but not limited to, status meetings, status reports, etc.

7.3.3  Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder’s schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

7.4   Listing of Potential Problems

The bidder should include a summary of any problems it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this RFP. The bidder should list problems or areas which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince the University Hospital of its understanding of and ability to solve these problem areas.

1. List Potential Problem.

2. Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.

3. Give a specific recommendation on how to address and solve the problem.
7.5 Contact Information

7.5.1 The bidder should include the location of the bidder’s office that will be responsible for managing the contract. The bidder should include Name of the individual to contact, telephone and fax number and e-mail address.

7.5.2 The bidder should list the name of the individual that may be contacted at all times if service or information is required from the contractor by the University Hospital.

7.5.3 The bidder should list the name, address and telephone number of the insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm. Name of individual at the insurance company, telephone and fax number and e-mail address that the University Hospital may contact to verify this information:

7.6 Bidder’s Organizational Chart

The bidder should provide, using this page, an organizational chart that shows the bidding firm’s entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University Hospital how the bidder’s contract management proposed for this contract fit into the overall organizational structure.

7.7 Project Organization Chart

The bidder should provide, using this page, an organizational chart showing the bidder’s organization for this term contract alone. The term contract organization chart should show the bidder’s management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor’s management and supervisory personnel with name and titles.

7.8 Listing of Bidder’s Management and Key Personnel

The bidder should provide a complete list of all contract management and on-site supervisory personnel to be assigned to this contract by the bidder. The bidder should also include subcontractor personnel, if applicable. This list should identify the position/title of each individual assigned and provide a summary of each individual’s function and role in the contract.

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP.

Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract.
A description of the contracts should be given and should demonstrate how the individual’s work on the completed contract related to the individual’s ability to contribute to the successfully providing the services required by this RFP.

With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

7.9 References of Firm

The bidder should provide a list of current references that clearly demonstrate the bidder’s proven capabilities in performing services on contracts of similar size and scope to those required by this RFP.

Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the contact person’s name, title, phone number, e-mail address, and address. Beginning and ending dates should also be given for each contract.

7.10 Listing of all Contracts Lost in Last Three (3) Years

The bidder should provide a complete list of all contracts the bidder has lost or has had terminated during the last three (3) years, along with the reason why each one was lost or terminated. Include the name of a contact person and phone number for each contract lost or terminated.

7.11 Subcontractor Data Information

If the bidder is proposing to use subcontractors, the bidder must provide the subcontractor’s name, address, contact person, telephone number and e-mail address with your bid submission. Also, include the work that will be performed by the subcontractor, list previous experience in performing similar services to those required by this RFP. Provide references for the subcontractor including contact person, telephone number and e-mail address.

7.12 Bidder’s Financial Capacity

The bidder should provide proof of the firm’s financial capacity and capabilities to undertake and successfully provide services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University Hospital reserves the right to check and evaluate the firm’s financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University Hospital, but is not mandatory.

However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.
7.13 BIDDER’S RESPONSE OF “NO” TO SCOPE OF WORK REQUIREMENTS

The bidder should provide information for which a “NO” answer is given to any of the Scope of Work Requirements in Section 3.0. The information should include a thorough explanation for not meeting the requirement and alternative means of meeting the requirement. This should include detailed specifications on any item offered as a substitute for a specified brand or type.

Proposed alternate means must be, in the sole judgement of UH, equal to or better than the specified means, and cannot conflict with any of the RFP’s terms. The bidder must recognize that the inability to fulfill a mandatory specification as written may result in the proposal being deemed non-responsive and thereby disqualify the proposal from a contract award.

Item substitutions will be acceptable only if deemed by UH to be equal to or better than the specified brand or type. Uh shall make the sole determination as to whether any substitute offered is an approved equal.

If a substitute is offered for a mandatory requirement, and that substitute is not deemed an approved equal, the bid will be rejected as non-responsive. Thus, the “safest” bid is one that offers exactly the items specified. If a substitution is offered, the bidder must provide specifications, certifications, manufacturer’s drawings or other documentation to persuade UH that the substitute offered is equal to or better than the specified brand or type.

Section 3.1

______________________________________________________________________________

Section 3.2

______________________________________________________________________________

Section 3.3

______________________________________________________________________________

Section 3.4

______________________________________________________________________________

Section 3.5

______________________________________________________________________________

Section 3.6

______________________________________________________________________________
Section 3.31

Section 3.32

Section 3.33

Section 3.34

Section 3.35

Section 3.36

Section 3.37

Section 3.38

Section 3.39

Section 3.40

Section 3.41

Section 3.42
8.0 **PRICE SHEET AND SUPPORTING DETAIL**

**RFP# P19-018**

Total Lump Sum Fees for the Purchase of New Type III Ambulances Including Delivery.

Proposed Fee:

<table>
<thead>
<tr>
<th>Unit 1 Pricing</th>
<th>$__________________________each.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost for six (6) Ambulances</td>
<td>$__________________________total.</td>
</tr>
</tbody>
</table>

8.1 **EXTENDED 36-MONTH CHASSIS WARRANTY (Optional)**  $__________________

**BIDDER NAME:** __________________________________________________________

**ADDRESS:** ______________________________________________________________

________________________________________________________________________

**CONTACT PERSON:** _____________________________________________________

**TITLE OF CONTACT PERSON:** ____________________________________________

**TELEPHONE NUMBER:** ______________________ **FAX**______________________

**EMAIL**________________________________________________________________
9.0 **REQUIRED FORMS**

9.1 The following forms shall be submitted with bidder’s proposal:

- Completed- **SIGNED** - RFP Cover Sheet

- Section 3.0 Scope of Work with ____ Yes or ____ No checked and accompanying explanation for any areas checked “No”.

- Ownership Disclosure Form:  
  [https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf](https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf)

- Disclosure of Investment Activities in Iran Form:  

- Terms and Conditions – attached

9.2 The following forms are required before Contract award and may be submitted with bidder’s proposal:

- Section 7 Bidder’s Data Sheet

- Certificate of Employee Information Report:  

- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form:  
  [http://www.uhnj.org/purchweb/vendors/vendor_06_E0134.htm](http://www.uhnj.org/purchweb/vendors/vendor_06_E0134.htm)

- Certificate of Liability Insurance

- Business Registration Certificate (BRC)- The bidder **must** be registered before opening date:  
  [http://www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml)

- W-9 Form:  
EXHIBIT A

UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

1.0 REFERENCE TO LAWS

1.1 Compliance – Laws

The Contractor must comply with all local, state, and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.2 Compliance – State Laws

It is agreed and understood that any orders placed shall be governed and construed and the rights and obligations of the parties shall be determined in accordance with the laws of the State of New Jersey. This contract is subject to the New Jersey Contractual Liability Act N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act N.J.S.A. 59: 1-1, et seq.

1.3 Compliance – Codes

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

1.4 Compliance Obligations

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Contractor has received a copy of University Hospital's Code of Conduct and University Hospital’s Stark Law and Anti-Kickback Statute Policies and Procedures. University Hospital's Code of Conduct is available at http://www.uhnj.org/compliance.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University Hospital" available at http://www.uhnj.org/compliance/docs/8_16_2013/umdnj09252009.pdf) shall comply with University Hospital's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.
1.5 Anti-Discrimination

The Contractor or Subcontractor agrees to comply with the laws and regulations pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. S200e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. S621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. S12101 et seq., and all other laws guaranteeing equal employment.

1.6 The Worker and Community Right to Know Act

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances is applicable to this contract. Therefore, all goods offered for purchase to University Hospital must be labeled by the Contractor in compliance with the provisions of the Act.

1.7 Notice to All State Vendors of Set-Off for State Tax

Please be advised that pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction project to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

1.8 Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

1.9 Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of University Hospital through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act.
The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

1.10 Ownership Disclosure

All contractors are required to submit an Ownership Disclosure Form. Refer to N.J.S.A. 52:25-24.2.

2.0 PRECEDENCE OF STANDARD TERMS AND CONDITIONS

All of University Hospital’s terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the solicitation document, whether stated in part, in summary, or by reference. In the event the contractor’s terms and conditions conflict with University Hospital’s terms and conditions will prevail, unless the contractor is notified in writing of University Hospital’s acceptance of the contractor’s terms and conditions.

3.0 INDEPENDENT STATUS OF CONTRACTOR

3.1 If awarded a contract or purchase agreement, the Contractor’s status shall be that of an independent principal and not as an employee of University Hospital’s.

3.2 Subcontracting or Assignment

The contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Executive Director of Supply Chain Management. Such consent, if granted, shall not relieve the Contractor of any of its responsibility under the contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and University Hospital’s.

3.3 Mergers and Acquisitions

If the Contractor shall merge with, or be acquired by, another firm, the following documents must be submitted to the Executive Director of Supply Chain Management:

(a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; and,
(b) Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to the provisions of these Standard Terms and Conditions.

If the Contractor’s partnership or corporation shall dissolve, the Executive Director of Supply Chain Management must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Executive Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made.
No payment will be made until all parties to the dissolved partnership or corporation submit the required documents to the Executive Director.

4.0 LIABILITIES

4.1 Liability – Copyright

The Contractor shall hold and save University Hospital’s, its officers, agents, servants and employees, harmless from liability of any nature or kind for, or on account of, the use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4.2 Indemnification

The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless University Hospital’s and its directors, officers, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property, or injury or damage to the person, body of property of any person or persons whatsoever including University Hospital’s, its directors, officers, employees, which shall arise from or result directly or indirectly from the services and/or materials supplied under this contract and all fines, penalties and loss incurred, for or by the reason of the violation of any city or borough ordinance, regulation or laws of the State of New Jersey, or the United States, while said work is in progress. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement. This agreement shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and all other laws applicable to the parties involved.

4.3 Insurance

The Contractor shall assume all responsibility for its actions and those of anyone else working for it while engaged in any activity connected with this contract. The Contractor shall carry sufficient insurance to protect it and University Hospital, its directors, officer and employees from any property damage or bodily injury claims arising out of the contracted work. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance, which shall be submitted no later than ten (10) days after receipt of notice of intent to award contract. The Certificate of Insurance should include the solicitation identification number and title of the solicitation. In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

The insurance to be provided by the Contractor shall be as follows:

**Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than $1,000,000 per occurrence/$1,000,000 annual aggregate. If applicable, XCU coverage may be required;

**Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than $1,000,000 for bodily injury and property damage;
**Excess Liability Insurance** - subject to an additional limit of liability of not less than $1,000,000 per occurrence/$1,000,000 aggregate excess of the primary policy;

**Workers' Compensation Insurance** - statutory coverage and including employers’ liability coverage of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate;

**Errors and Omissions Liability insurance** - with limits of $1million/$1million; University Hospital to be named as additional insured ATIMA with respect to services provided by contractor pursuant to the proposal or contract.

**Additional Insured** - University Hospital’s to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;

All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.

University Hospital’s is to be named as certificate holder with respect to all afore-mentioned insurance coverages.

Liability Insurance MUST remain in effect for the duration of the Contract, including any extensions, and for ninety (90) days following termination of all work.

No contract will be issued to the successful bidder until such time as the Contractor has supplied University Hospital’s with a Certificate of Insurance verifying the above-indicated coverage. The Contractor is not authorized to begin service until University Hospital’s is in receipt of said certificate.

### 5.0 MISCELLANEOUS TERMS

#### 5.1 Termination of Contract

#### 5.1.1 Change of Circumstances

University Hospital’s may terminate the contract at any time, in whole or in part, for the convenience of University Hospital’s, upon no less than thirty (30) days written notice to the contractor.

In the event of such termination, the Contractor shall furnish to University Hospital’s, free of charge, such reports as may be required.

#### 5.1.2 For Cause

Where a Contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director of Supply Chain Management may terminate the contract upon ten (10) days’ notice to the Contractor with an opportunity to respond.
Where a Contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping, etc., so that the Executive Director of Supply Chain Management is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director may terminate the contract upon ten (10) days’ notice to the Contractor with an opportunity to respond.

In cases of emergency the Executive Director of Supply Chain Management may shorten the time periods of notification and may dispense with an opportunity to respond.

In the event of termination under this section, the Contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.2 Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment covered by this contract and agrees to deliver same free from any claim, liens, or charges, and agrees further that neither he nor any other person, firm or corporation shall have any right to lien upon said materials, supplies and equipment.

5.3 Title and Risk of Loss

Unless this contract specifically provides for earlier passage of title and/or risk of loss, title to supplies covered by this contract shall pass to University Hospital’s upon formal acceptance, regardless of when or where University Hospital’s takes physical possession.

The risk of loss or damage to supplies which so fail to conform to the contract as to give a right of rejection shall remain with the Contractor until cured or until accepted by University Hospital’s.

5.4 Increased or Decreased Quantity

University Hospital’s may increase or decrease the quantity of supplies called for herein at the unit price specified in the Contractor’s response proposal.

5.5 Tax Exempt Status

University Hospital’s is tax exempt. New Jersey statute N.J.S.A. 54:32b-1, et. seq., exempts the material under the contract from New Jersey State Sales or Use Taxes.

5.6 Payment Terms

University Hospital’s will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and services by the using department, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from University Hospital’s for the goods and services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by University Hospital’s.
Vendors may propose a discount for payments made before the 45 day period. University Hospital’s may exercise the discretion to take advantage of such early payment terms.

5.6.1 Availability of Funds

University Hospital’s obligation to pay the Contractor is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability in the part of University Hospital’s for payment of any money shall arise unless funds are made available each fiscal year to University Hospital’s by the State Legislature.

5.7 Discounts

In connection with any discount offered, time will be computed from date of delivery and acceptance at the University Hospital destination.

5.8 Performance Security

If performance security is required, the Contractor shall furnish performance security in such amount on any award of a term contract line item purchase, see N.J.A.C. 17:12-2.5. The security shall be irrevocable; binding the Contractor to provide faithful performance of the contract, and shall be in the amount listed in the solicitation document, payable to the Chief Financial Officer, University Hospital. Acceptable forms of performance security are as follows:

(a) A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey; or, (b) a certified or cashier’s check drawn to the order of the University Hospital; or, (c) an irrevocable letter of credit drawn naming the University Hospital as beneficiary, issued by a federally-insured financial institution.

The performance security must be submitted to University Hospital within thirty (30) days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of the contract for cause, pursuant to the provisions of these standard terms and conditions, as well as non-payment for work performed.

5.9 Performance Guarantee of Contractor

The Contractor hereby certifies that:

5.9.1 The equipment offered is standard new equipment, and is the manufacturer’s latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

5.9.2 All equipment supplied to University Hospital and operated by electrical current is UL listed where applicable.
5.9.3 All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by University Hospital. The Contractor will render prompt service without charge, regardless of geographic location.

5.9.4 Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

5.9.5 Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.

5.9.6 During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

5.9.7 All services rendered to University Hospital shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by University Hospital is rendered.

5.10 Delivery Guarantees

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the solicitation document.

The Contractor shall be responsible for the delivery of material in first class condition to University Hospital under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the solicitation document.

Mere acceptance of delivery shall not constitute acceptance on behalf of University Hospital.

In the event delivery goods or services is not made within the number of days stipulated or under the schedule defined in the solicitation document, University Hospital reserves the right to obtain the material or service from any available source, with the difference in price, if any, to be paid by the Contractor for its failure to meet its contractual commitments.

5.11 Maintenance of Records

The Contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment. Such records shall be made available to University Hospital upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

5.12 Auditing

University Hospital reserves the right to audit, or cause to be audited, the Contractor's books and accounts pertaining to University Hospital at any time during the term of the contract and for five (5) years thereafter.
5.13 **Contractor Reporting**

University Hospital may request the Contractor to report, from time to time, on the number and nature of purchasing transactions being handled under this contract. This information may include, but is not limited to, the number of items purchased, the dollar value of items purchased, etc.

5.14 **Computation of Time**

Time, if stated as a number of days, will include weekends and holidays.

5.15 **Warranty of Supplies**

5.15.1 Notwithstanding inspection and acceptance by the University Hospital of supplies under the contract or any provision of this contract concerning the conclusiveness of any provision of this contract that at time of delivery:

(a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,

(b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.

5.15.2 Upon written notice of any breach of warranty, University Hospital may either:

(a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or

(b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

5.15.3 If the contract provides for inspection of supplies by sampling procedures, University Hospital may, at its option, determine the quantity of supplies or parts thereof which are subject to this paragraph in accordance with such sampling procedures.

5.15.4 When return, correction or replacement is required, University Hospital shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor.

5.15.5 If the Contractor fails or refuses to correct or replace the non-conforming supplies within a period of ten (10 days) (or such longer period as University Hospital may authorize in writing) after receipt of notice from University Hospital specifying such failure or refusal, University Hospital may, by contract or otherwise, correct or replace them with similar supplies and charge the Contractor for the cost. In addition, if the Contractor fails to furnish timely disposition instructions, University Hospital may dispose of the non-conforming supplies for the
Contractor's account in a reasonable manner, in which case University Hospital is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of the care and disposition of the non-conforming supplies, as well as for excess costs incurred or to be incurred.

5.15.6 Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the extent as supplies initially delivered.

5.15.7 The word "supplies" as used herein includes related services.

5.15.8 The rights and remedies of University Hospital provided in this clause are in addition to and do not limit any rights afforded to University Hospital by any other clause of the contract or by law.

5.15.9 Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

5.16 Material and Workmanship

Unless otherwise specifically provided in this contract, all equipment, material, and articles covered by this contract are to be new and of the most suitable grade for the purpose intended. The Contractor shall number all other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by University Hospital, the Contractor shall furnish for approval by University Hospital full information concerning the material or articles, including, but not limited to, items such as Safety Data Sheets (SDS), which the Contractor contemplates incorporating in the work. No materials will be accepted unless SDS’s have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200, and the New Jersey Right to Know Law. When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

5.17 Inspection and Tests

All supplies shall be subject to inspection and test by University Hospital.

5.18 Price Fluctuation During Contract

Unless otherwise approved in writing by University Hospital, all prices quoted shall be firm through issuance of a contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer’s or Contractor’s price decreases during the contract period, University Hospital shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Executive Director of Supply Chain Management must be notified in writing of any price reduction within five (5) days of the effective date.
Failure to report price reductions will result in cancellation of contract for cause, pursuant to the provisions of these Standard Terms and Conditions.

5.19 Delivery Costs

All shipments must be made “F.O.B. Destination.” Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to University Hospital.

“F.O.B. Destination” does not cover “spotting, but does include delivery on the receiving platform at any destination within University Hospital, unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered. The weights and measures of University Hospital shall govern.

5.20 Non-Exclusivity

The contract is non-exclusive and University Hospital may retain other vendors to provide the same or similar products or services.

6.0 STANDARDS PROHIBITING CONFLICTS OF INTEREST

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fees commission, compensation, gift, gratuity, or other thing of value of any kind to any University Hospital director, officer or employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such University Hospital director, officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such director, officer or employee has an interest within the meaning of N.J.S.A. 52:130-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University Hospital director, officer or employee from any bidder or contractor shall be reported in writing forthwith by the bidder or contractor to the Attorney General and the New Jersey Executive Commission on Ethical Standards.

No bidder or contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such bidder or contractor to, any University Hospital director, officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to University Hospital or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive
Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the University Hospital director, officer or employee or upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

No bidder or contractor shall cause or influence, or attempt to cause or influence, any University Hospital director, officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the bidder or contractor or any other person, bidder, contractor or corporation.

The provisions cited above shall not be construed to prohibit a University Hospital director, officer or employee from receiving gifts from or contracting with bidder or contractor under the same terms and conditions as are offered or made available to members of the general public, subject to any guidelines promulgated by the New Jersey Executive Commission on Ethical Standards. University Hospital reserves the right to take any or all of the following actions upon bidder's or contractor's violation of any of the foregoing provisions:

(a) Immediate termination of this or any contract between University Hospital, the bidder or contractor;

(b) Disqualification of bidder or contractor from any future contracts, bids or requests for bid; and,

(c) Any other action, at law or in equity.

SECTION B. TERMS AND CONDITIONS GOVERNING BIDS AND PROPOSALS

1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS

Unless the bidder is specifically instructed otherwise in the solicitation document (i.e., Request for Proposal (RFP), or Invitation for Bids (IFB), or request for Quotation (RFQ)), the following terms and conditions will apply to all contracts or purchase agreements made with the University Hospital. These terms are in addition to the terms and conditions set forth in the solicitation document and should be read in conjunction with same unless the solicitation document specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any University Hospital’s terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification, or exception in University Hospital’s terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS
2.1 Corporate Authority

All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

If a bidder receiving a notice of intent to award is the proposed contact awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

If a bidder awarded a contract or purchase agreement is an individual not residing in this state or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the State Treasurer as its true and lawful attorney to receive process in any civil actions which may arise out of the performance of this contract or agreement. This appointment of the State Treasurer shall be irrevocable and binding upon the bidder, its heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this process, the Treasurer shall forward same to the bidder at the address designated herein.

3.0 PROPOSALS TERMS

3.1 Contract Amount

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which University Hospital shall be obliged to order as the result of this solicitation document or any contract entered into as a result of this solicitation document.

3.2 Executive Director’s Right of Final Bid Acceptance

The contract shall be awarded to that responsible bidder whose bid, conforming to the solicitation document, will be most advantageous to University Hospital, price and other factors considered. Awards will not be based on any discounts offered by the bidder. The Executive Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of University Hospital to do so.

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

3.3.1 No signature on at least one copy of the bid;

3.3.2 Bid not received on or before the scheduled time, date specified, and place designated on the bid request form (or as amended during the procurement process via addendum);

3.3.3 Failure to attend a mandatory pre-bid conference and/or mandatory site inspection;

3.3.4 Failure to initial a price alteration. If a unit price in the bid has been altered, the bidder's
initials must appear adjacent to the alteration. Examples of alterations include, but are not limited to, cross-outs and erasures, with re-entered prices. If the alteration has not been so initialed, that particular item only in the bid will be automatically rejected, except as follows: If the extended price is correct and does not contain alterations, it shall be considered the bid price. If the extended total price does not contain alterations and the altered unit price is not initialed, the extended total price is considered as the bid price. In the event of an automatic rejection of a price (or prices), when the bid contains multiple items, the remainder of the bid will be evaluated;

3.3.5 If information essential to a bid evaluation, including, but not limited to, price, terms, and product description is submitted in pencil;

3.3.6 Failure to comply with Ownership Disclosure requirements promulgated pursuant to N.J.S.A. 52:2524.2.

3.4 University Hospital’s Right to Inspect Bidder’s Facilities

University Hospital reserves the right to inspect the bidder’s establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

3.5 University Hospital’s Right to Request Further Information

The Executive Director of Supply Chain Management reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder’s financial ability.

Further, the Executive Director of Supply Chain Management reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor’s cost, if the value of the contract over 12 months is at least $10,000.

3.6 Brand Name Specification

When a specification requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. Failure on the part of the bidder to confirm its provision of the manufacturer and/or brand specified shall be construed by University Hospital to mean that the bidder will furnish the brand as specified. In instances where manufacturer or brand are specified, the bidder may offer the brand specified, or may offer an “equal” item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality.

3.7 Samples

University Hospital reserves the right to require the bidder/Contractor to submit samples for
approval. University Hospital shall be the sole judge as to whether said materials meet its requirements. All literature and/or samples submitted in connection with this bid shall become the property of University Hospital.

When "Samples Required" is indicated in a solicitation document, it shall be understood that all bidders shall furnish and deliver samples for each item where specified.

Sample(s) shall be delivered to University Hospital at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder; the University Hospital bid number, bid item number and complete description of item.

Failure to submit samples required may disqualify a bid.

3.8 Corrections

Erasures or other changes in bids must be explained or otherwise noted over signature of bidder.

3.9 Bid Security

3.9.1 Bid Security

If bid security is required, such security must be submitted with the bid in the amount listed in the solicitation document, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

(a) A properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey; or,
(b) A certified or cashier’s check drawn to the order of University Hospital; or,
(c) An irrevocable letter of credit drawn naming the University Hospital as beneficiary issued by a federally-insured financial institution.

University Hospital will hold all bid security during the evaluation process. As soon as is practicable after completion of the evaluation, University Hospital will:

(a) Issue an award notice for those offers accepted by University Hospital; and,
(b) Return all bond securities to those who have not been issued an award notice.

All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the Contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the Contractor may be found in default and the contract terminated by University Hospital. In case of default, University Hospital reserves all rights, inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.
3.10 Complaints

Where a bidder has a history of performance problems as demonstrated by formal complaints or contract cancellations for cause, a bidder may be bypassed for this award. See N.J.A.C. 17:12–2.8.

3.11 Subcontracting or Assignment

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

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

4.0 TERMS RELATING TO PRICE QUOTATION

4.1 Delivery Costs

Unless otherwise noted in the solicitation document, all prices for items in bid proposals are to be submitted “F.O.B. Destination.” Proposals submitted other than “F.O.B. Destination” may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to University Hospital.

“F.O.B. Destination” does not cover “spotting,” but does include delivery on the receiving platform at any destination within University Hospital, unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor’s convenience when a single shipment is ordered. The weights and measures of University Hospital shall govern.

4.2 C.O.D. Terms

C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

Acknowledged and agreed to by:

Name of Firm: __________________________________________________________

By: __________________________________________________________________

Name and Title: __________________________________________________________

Date: __________________________________________________________________
AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our vendors’ “Affirmative Action” status. In order for us to be in compliance and do business with your company for the procurement of goods and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

1. A State of New Jersey “Certificate of Employee Information Report Approval,” or

2. A Form AA/302 Affirmative Action Employee Information Report, or

3. A Federal letter of approval from the Department of Labor.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services