REQUEST FOR PROPOSAL (RFP)

TITLE: PROJECT MANAGEMENT SERVICES
RADIATION ONCOLOGY RENOVATIONS

RFP NUMBER: UH-P19-022
DATE ISSUED: June 17, 2019
DUE DATE: July 31, 2019
TIME: 2:00 P.M.

LOCATION: UNIVERSITY HOSPITAL
DEPARTMENT OF PURCHASING SERVICES
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
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) 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 any contract can be awarded.** Registration often takes some time. If you are not registered, start the process immediately!

2) Ownership Disclosure Form – The bidder must complete the Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will result in the bid being deemed “non-responsive” and rejected.

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 principal 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) Business Associates Agreement - Any deviation from UH Business Associates Agreement **may** be accepted but because of the process and legal review, any potential award will be delayed significantly.

6) 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. 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 Department of Support Services and Department of Radiation Oncology to procure project management services for a partial renovation of the existing Radiation Oncology Department at UH, to include the placement of two new linear accelerators and one new CT simulator in existing spaces.

UH invites proposals from project management firms to provide complete project management services for the renovations mentioned above at University Hospital. The Project Management firm will work at the direction of the UH Project Management team.

It is the intent of UH to engage experienced, professional project management firms which shall provide all the management expertise, experience, expert personnel, and all other resources necessary to successfully provide all general contracting services associated with this project.

Bidders responding to this RFP must clearly demonstrate, through their written proposal and demonstrated experience on similar projects, the capacity, capability, and experience to successfully perform the required services described in this RFP.

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 of Supply Chain Management determines that it is in the public interest to do so.

1.1.2. Intent

It is the intent of UH to engage an experienced, project management firm which shall provide all the management expertise, experience, expert personnel, and all other resources necessary to successfully provide Project Management of cancer center projects in hospitals of similar size and must have a strong foundation and knowledge of all applicable federal, State, CMS, Joint Commission, and other regulatory and accreditation requirements, and the expertise to apply those requirements to the specific needs of UH.

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 of Supply Chain Management determines that it is in the public interest to do so.

1.2. Background
1.2.1. University Hospital

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/

1.2.2. Project Background

University Hospital’s Cancer Center on the Newark campus is planning to upgrade the Radiation Oncology department with two new linear accelerators and one new CT simulator. A fourth HDR (High Dose Rate Brachytherapy) room may be included as part of the project. A preliminary master plan for the entire Cancer Center is in final planning stages. Phase 1 of this plan is this Radiation Oncology Department project. This is a partial renovation and replacement of the equipment in existing spaces. The master plan includes preliminary concept plans, phasing plan, budget and timeline for the project.

This RFP is for a project management firm to manage this project from design through final completion, at the direction of the UH Project Management team.

The awarded contractor must have experience in the management of cancer center projects of similar size and scope in hospitals of similar size, and must have a strong foundation and knowledge of all applicable federal, State, CMS, Joint Commission, and other regulatory and accreditation requirements, and the expertise to apply those requirements to the specific needs of UH. The firm awarded the contract for project management services will not be eligible for award of the contract for architectural / engineering services for that phase of the project.

1.3  Key Events

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

Written questions should be e-mailed or faxed to 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: Robert Sharbaugh, Purchasing Manager
Buyer’s Phone Number: (973) 972-1137
Buyer’s Fax Number: (973) 972-7036
Buyer’s Email: sharbarw@uhnj.org

Bidders must not contact any member of the Department of Support Services, the Department of the Physical Plant, or any other UH staff, for information pertaining to this RFP. The assigned buyer shall be bidders’ sole point of contact for this RFP.

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 at the address or email address listed above. 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 must be submitted in writing, and should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. All questions and requests must be directed to the Department of Purchasing Services’ Buyer.

Questions should be submitted in the following format:

<table>
<thead>
<tr>
<th>RFP Page #</th>
<th>RFP Section #</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>1.1</td>
<td>What do you mean by…?</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.

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 Pre-Bid Conference will begin in the conference room with an overview of the Project and the bidding procedures. We will then conduct a Site-Visit of the Project areas. We will then reconvene to the conference room for a question period.

The date, time and location are provided as follows:

DATE: Wednesday, July 10, 2019
TIME: 11:00 A.M.
LOCATION: NJMS Cancer Center, 205 South Orange Avenue, B-Level, Conference Room B1120, Newark, New Jersey.

**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.

**Bidders are encouraged to bring all subcontractors whom they intend to use on this project. No additional walkthroughs will be granted after the mandatory pre-bid conference and site visit.**

1.3.3 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 examine the Project site. The date, time and location are provided as follows:

DATE: Wednesday, July 10, 2019  
TIME: Immediately following the Mandatory Pre-Bid Conference  
LOCATION: NJMS Cancer Center, 205 South Orange Avenue, B-Level, Conference Room B1120, Newark, New Jersey.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the mandatory Site Visit.

IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

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, and will be posted on the UH Bidding Opportunities web page. 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: UH will distribute addenda to registered bidders as a convenience, but UH is not responsible for direct distribution of addenda posted on the web site to all bidders who desire to submit a proposal. It is the responsibility of all potential bidders to check UH’s web site 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 web site to all vendors who desire to submit a proposal.

1.4.3 Issuing Office

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

1.4.10 Bid Bond

Not applicable to this procurement.

1.4.11 Payment and Performance Bond

Not applicable to this procurement.

1.4.12 HIPAA Compliance

Not applicable to this procurement.

1.4.13 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

1.4.13.1 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.

1.4.13.2 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.

1.4.14 Deficit Reduction Act

University Hospital is committed to the prevention and detection of any fraud, waste, and abuse within 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 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, the Agreement between Owner and Contractor for a Lump Sum, and the General Conditions of the Contract for Construction.

“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” – University Hospital, Newark, New Jersey.

2.2 Definitions specific to this RFP:

None
3  SCOPE OF WORK

Beneath each specification 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 _____Y (Yes) ____N (No).

If any requirements cannot be fulfilled the bidder must explain why in Section 7.1, 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  Basic Services

3.1.1 Renovation of Radiation Oncology department in the Cancer Center building to include replacement of two (2) linear accelerators and one (1) CT simulator, possibly one HDR (High Dose Rate Brachytherapy) room, chillers, HVAC and all related mechanical, electrical and plumbing (MEP).

3.1.2 Awarded contractor shall take the lead role in steering this project thorough the design, approval and construction phases, at the direction of the UH Project Manager.

3.1.3 Project Manager shall provide oversight and help UH Project Manager in reviewing and approving the A/E phasing plan. A/E team will be develop the phasing plan in schematic design and refine in design development and final construction documents. Project Manager shall also develop a detailed timeline and assist in tracking the project, particularly early A/E phases of the project through NJ DOH / DCA submittals and approvals. Also vendor delivery dates, tied to initial P.O. commitments. PM shall also ensure that department key stakeholders and equipment vendor sign-off on A/E phasing plan. WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1. _____Y (Yes) ____N (No)

3.2  Applicable Codes and Standards

3.2.1 All construction shall be completed consistent with requirements of the Department of Community Affairs (DCA) State building requirements, the New Jersey Uniform Construction Code and International Building Codes, and any other building codes and requirements that apply to this work. All construction shall comply with requirements of Chartis/Lexington Insurance Company. The Contractor shall identify all other Codes, Standards, and Regulations that apply to the work, and shall ensure that any construction undertaken complies with the identified Codes, Standards, and Regulations.

3.2.2 Applicable Codes and Standards include the following:

3.2.2.1 Uniform Construction Code State of New Jersey, Title 5, Chapter 23, Subchapters 1-12.
3.2.2.2 Rehabilitation Subcode (NJAC 5:23-) NJLICC Subchapter 6.
3.2.2.15 Installation of Sprinkler Systems NFPA 13-2007.
3.2.2.16 Joint Commission – Environment of Care.
3.2.2.17 Infection Control Risk Assessment (ICRA).

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3.
_____Y (Yes) ____N (No)

3.3 Plan Review

All construction will be subject to review and approval by the Department of Community Affairs (DCA). The DCA State Buildings Plan Review Unit (DCA/SBPR) and the DCA Health Care Plan Review Unit (DCA/HCPR) will review the documents. Permits and inspections for construction will be issued by DCA State Buildings Unit.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.
_____Y (Yes) ____N (No)

3.4 Required Services

Awarded contractor shall take the lead role in steering this project thorough the design, approval and construction phases, at the direction of the UH Project Manager.
3.4.1 Conceptual Services -- The awarded contractor shall:

3.4.1.1 Assist UH in defining project objectives and constraints (user requirements, design goals).
3.4.1.2 Review and refine preliminary conceptual plans and preliminary budget (from Cancer Center Master Plan).
3.4.1.3 Review and refine preliminary conceptual "Milestone" schedule (from Cancer Center Master Plan), and develop a preliminary phasing plan to accommodate continued clinical operations throughout construction.
3.4.1.4 Assist UH in selection of Architect / Engineer. Define scope of services. Assist in preparation of RFP, conduct of bid conference and evaluation of proposals received.
3.4.1.5 Assist UH in selection and qualification of the General Contractor. Assist in preparation of RFP, conduct of bid conference and evaluation of proposals received.
3.4.1.6 Administer all aspect of project construction.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.1

_____Y (Yes) _____N (No)

3.4.2 Schematic Design and Design Development Phase Services -- The awarded contractor shall:

3.4.2.1 Monitor Design progress.
3.4.2.2 Ensure that preliminary cost estimates are updated at schematic, design development, and 95% completion of final design and contract document development.
3.4.2.3 Ensure project engineers update preliminary budget estimates for major engineering systems related to major medical equipment, based on equipment vendor specification and engineering load design parameters (HVAC, electrical, emergency power, etc.).
3.4.2.4 Coordinate and track all interaction with the relevant permitting and regulatory authorities. This includes, but is not limited to the NJ Department of Community Affairs (DCA) and NJ Department of Health (DOH).
3.4.2.5 Manage coordination between A/E firms and vendors selected for linear accelerators and CT simulator.
3.4.2.6 Review and refine project "Milestone" schedule and prepare "Master Project Schedule."
3.4.2.7 Ensure major medical equipment is selected, specified and purchased in time to meet all key milestones for A/E design and construction.
WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.2
______Y (Yes) ____N (No)

3.4.3  Contract Document Phase Services -- The awarded contractor shall:

3.4.3.1 Review and provide Owner with recommendations regarding all design drawings and
specifications.

3.4.3.2 Review and advise on preparation of construction contracts.

3.4.3.3 Review / refine "Master Project Schedule" for inclusion of "Milestone Dates" into
contract documents.

3.4.3.4 Develop scheduling and contract administration clauses for inclusion into the contract
documents.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.3
______Y (Yes) ____N (No)

3.4.4  Bidding Phase Services -- The awarded contractor shall:

3.4.4.1 Assist in identifying qualified contractors for targeted RFP distribution. (Note RFP will
also be publicly advertised.)

3.4.4.2 Assist in preparation of RFPs for Architectural / Engineering Services and General
Contracting Services.

3.4.4.3 Attend mandatory pre-bid conference and site visit for both Architectural / Engineering
Services RFP and General Contracting Services RFP. Assist UH in responding to
potential bidders’ questions.

3.4.4.4 Advise the UH Evaluation Committee regarding the technical evaluation of bids received.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.4
______Y (Yes) ____N (No)
3.4.5 Construction Phase Services -- The awarded contractor shall:

3.4.5.1 Assist UH Project Manager to conduct the pre-construction conference.

3.4.5.2 Review Contractor’s "As Planned" phasing plan, construction schedule and procurement schedule.

3.4.5.3 Monitor construction progress and conduct progress meetings with Architect / Engineer, Contractor and UH Project Manager.

3.4.5.4 Review Contractor’s resource-loaded schedule and weekly schedule updates.

3.4.5.5 Develop and maintain "Management Summary" and "As-Built" schedules.

3.4.5.6 Manage timeliness of Architect / Engineer responses to "Requests for Information" (RFIs).

3.4.5.7 Administer review and approval of all change orders.

3.4.5.8 Administer project progress payments. Review and approve all payment requests, and submit to UH Project Manager for final approval.

3.4.5.9 Track actual costs versus budgeted costs.

3.4.5.10 Recommend cost reduction and control measures, where appropriate.

3.4.5.11 Administer project close-out and commissioning.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.5
_____ Y (Yes) _____ N (No)
4 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.4 Contract Term and Extension Option

4.4.5 Contract Term

The actual term of the contract will be determined based on the project timeline proposed by the awarded Contractor, and accepted by University Hospital.

4.4.6 Contract Extension Option

Not applicable to this contract.

4.5 Contract Transition

Not applicable to this contract.

4.6 Precedence of University Hospital’s Standard Terms and Conditions

The contract resulting from this procurement shall consist of the following documents:

• This RFP, which hereby incorporates UH’s Standard Terms and Conditions
• Any addendum to this RFP
• The Contractor’s Bid Proposal
• The executed Agreement Between Owner and Project Manager For a Lump Sum.

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.

4.7 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 University Hospital to make a bid comparison, or is unacceptable to University Hospital. The determination of material departure shall be in the sole discretion of University Hospital.

4.8 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 should 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 $3,000,000 per occurrence/$3,000,000 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 $1million/$1million. 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 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.

4.9 **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.

4.10 **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.

4.11 **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 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 University Hospital’s Project Manager

4.12  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 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 University Hospital’s Project Manager.

4.13  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 printouts, 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.

4.14  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.

4.15 **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.

4.16 **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.

4.17 **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.

4.18 **Claims and Remedies**

4.18.5 **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.
4.18.6 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.

4.19 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 must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. All applications for payment shall comply with Article 9 of the General Conditions of the Contract for Construction (Attachment B) using the American Institute of Architects Documents G702 and G703 or an equivalent acceptable to UH.

When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor’s bid proposal. All invoices must be approved by UH 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.

4.20 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 Owner as detailed in Article 7 of the General Conditions of the Contract for Construction (Attachment B).

4.21 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 accordance with Article 7 of the General Conditions of the Contract for Construction (Attachment B).

4.22 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 in accordance with Article 14 of the General Conditions of the Contract for Construction (Attachment B).

4.23 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.

4.24 Payment and Performance Bond

A Payment and Performance bond equal to one-hundred per cent (100%) of the contract amount must be posted at time of contract award. The Contractor must include the cost of the bonds in the pricing submitted.

4.25 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.26 Retainage

Not applicable under this contract.

4.27 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.28 Safety Data Sheets

Based upon Applications for Payment submitted by the Contractor to University Hospital, UH shall make progress payments on Account of the Contract Sum, less retainage of ten percent. The Contractor is required to furnish Safety Data Sheets (SDS), or manufacturers’ equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to University Hospital’s Project Manager. These sheets must list complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may off gas during or flowing application. Failure to do so may constitute reason for termination of the contract.

4.29 Contractor’s Personnel

4.29.1 Direct Management of Personnel
The Contractor will be solely responsible for all direct management, supervision, and control of the work performed by the Contractor's personnel. The Contractor shall be responsible for determining the proper work methods and procedures to be used and for ensuring that the work is properly and safely undertaken and completed in a satisfactory manner.

4.29.2 Employees of the Contractor

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of University Hospital or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

Contractor's personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

4.29.3 Employee Conduct

All Contractor personnel must observe all University Hospital’s regulations in effect at the location where the work is being performed. While on University Hospital property, the Contractor's personnel shall be subject to oversight by University Hospital’s Project Manager. Under no circumstances shall the Contractor’s or any subcontractor’s personnel be deemed employees of University Hospital. Contractor or subcontractor personnel shall not represent themselves to be employees of University Hospital.

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of University Hospital or any other University Hospital employees.

The Contractor's personnel shall be required to work in a harmonious manner with University Hospital employees as well as outside contractors, if applicable. Nothing contained in this RFP shall be construed as granting the Contractor the sole right to supply personal or contractual services required by University Hospital.

The Contractor agrees that, upon request by University Hospital's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of University Hospital, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance.

University Hospital's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.
The University Hospital's Project Manager may require replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

4.29.4 Criminal Background Check

In addition, in connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided under Public Law 89-176, September 10, 1965 (18 U.S.C. 4082)(c)(2) and Executive Order 11755, December 29, 1973.

All employees supplied by the Contractor may be required to have a criminal background check and/or be investigated during the term of this contract.

4.30 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 117 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 https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf.

4.30.1 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.

4.31 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.

4.32 Federal and State Laws and Regulations Regarding Healthcare

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. 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 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 & 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). Each bidder should also submit two (2), 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. The original RFP proposal shall govern if a discrepancy exists between the original and copies.

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 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.

5.5.3 Set-Aside Contracts

Not applicable to this contract.

5.5.4 Bid Bond

Not applicable to this contract.

5.5.5 Business Associate Agreement

Not applicable to this contract.

5.5.6 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 Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by 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.

5.5.7 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 117 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification/ownership disclosure form. Instructions for completion of the form may be found at: https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf. Additional information regarding this requirement may be found here: https://www.nj.gov/treasury/purchase/forms/eo134/CH51-FAQ.pdf.

5.5.8 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.

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

5.5.9 Certification of Public Works Contractor Registration

Not applicable to this contract.
5.6 Section 2 – Technical Proposal

5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UH that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UH that the bidder’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder’s ability to complete the contract. The bidder’s response to this Section should be designed to convince UH that the bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder’s proposal will lead to successful contract completion.

5.6.2 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 bidder should include a detailed work plan which: explicitly demonstrates the expertise required for the design, management and construction of the project; describes the structure of the project team and the specific responsibilities of each member of the team; includes all information required by this RFP; and complies with all scheduling requirements of this RFP. The plan should include the bidder’s approach to communicate with UH, including, but not limited to regular status meetings and status reports.

5.6.3 Contract Schedule

The bidder should include a comprehensive Gantt chart detailing the proposed contract schedule. The bidder’s schedule should incorporate key dates and should identify the completion date for each task and sub-task required by the Scope of Work. The bidder’s schedule should incorporate lead times for acquiring all necessary equipment, materials and supplies. Such schedule should also identify the associated deliverable items(s) to be submitted as evidence of completion of each task and/or subtask. The bidder should identify the contract scheduling and control methodology to be used during construction and should provide the rationale for choosing such methodology.

5.6.4 Implementation Plan

It is essential that UH move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:
5.6.4.1 A detailed timetable for the implementation period. The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP.

5.6.4.2 The bidder’s plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder’s implementation of the contract within the period specified.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period.

5.6.4.3 The bidder’s plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the implementation period. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc., that will be required to fully implement the contract required start date.

5.6.4.4 The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the implementation plan.

5.6.5 Budget/Cost Breakdown

The bidder should submit the budget it has developed for providing the services required by this RFP. *This information will be used for evaluation purposes only*, and is intended to provide University Hospital with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

5.6.6 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution. The bidder should include all matters which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince University Hospital of its understanding of, and ability to solve, these problem areas.

5.7 Section 3 – Organizational Support and Experience

5.7.1 Organization

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder’s qualifications and capabilities to perform the services required by this RFP.
5.7.2 **Location**

The bidder should include the location of the bidder’s office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

5.7.3 **Organizational Chart (Contract Specific)**

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel to be assigned to the contract. A bidder that proposes the use of subcontractors to fulfill any part of its contract obligations should include those subcontractors in the organization chart.

5.7.4 **Résumés**

Detailed current 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 successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name, address, and telephone number of a contact person for each reference.

5.7.5 **Backup Staff**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

5.7.6 **Organization Chart (Entire Firm)**

The bidder should include an organizational chart showing the bidder’s entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder’s overall organizational structure.

5.7.7 **Experience of Bidder on Contracts of Similar Size and Scope**

The bidder should provide a comprehensive listing of current or recent contracts of similar size and scope that it has successfully completed, as evidence of the bidder’s capacity, capability and experience to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. Emphasis should be placed on projects completed in medical institutions or similar facilities. A description of all such contracts should be included, 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 name, title, address, email address and telephone number of a contact person for the other
contract party. Beginning and ending dates should also be given for each contract. Firms may submit experience for work completed in the last five years.

5.7.8 Financial Capability of the Bidder

The bidder should provide proof of its financial capability to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. 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.

5.7.9 Operational Capacity of the Bidder

The Bidder should describe the current level of the firm’s activity and the remaining resources available for this project.

5.7.10 Subcontractor(s)

5.7.10.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor’s(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and, (c) compliance with the requirements of all applicable laws.

5.7.10.2 The bidder should provide detailed description of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

5.7.10.3 The bidder should provide detailed résumés for each 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 designated to perform.

5.7.10.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder’s proposal.

5.7.10.5 The bidder should document that each architect or engineer subcontractor, if any holds a current license to practice architecture or engineering in the State of NJ.

5.8 Section 3 - Cost Proposal

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

5.8.2 Failure to submit all information required will result in the bid being considered non-responsive.
5.8.3 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.

5.8.4 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.

5.8.5 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 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. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.3.1 The bidder’s general approach and plans to meet the requirements of this RFP.

6.3.2 The bidder’s detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder’s documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.

6.3.4 The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, 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 complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s contract management plan, including the bidder’s contract organizational chart.

6.3.6 The bidder’s cost proposal.

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 University Hospital.

6.4.3 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, University Hospital may consider evidence of formal or other complaints against any bidder(s) by University Hospital for contracts held in the past or present by the bidder.

6.4.5 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 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 serviced by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which 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 price proposal is not higher cost than the original price proposal. Any revised price proposal that is higher in cost than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price 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 proposal(s), conforming to the RFP, is most advantageous to UH, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further cost reductions 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 UH’s ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because 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  **BIDDER’S DATA SHEETS (TO BE COMPLETED BY BIDDER)**

**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 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 propose an alternate means of meeting the requirement. 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.

Section 3.1

______________________________________________________________________________

Section 3.2

______________________________________________________________________________

Section 3.3

______________________________________________________________________________

Section 3.4.1

______________________________________________________________________________

Section 3.4.2

______________________________________________________________________________

Section 3.4.3

______________________________________________________________________________

Section 3.4.4

______________________________________________________________________________
8  **PRICE SHEET AND SUPPORTING DETAIL**

Fee for Project Management Services

LUMP SUM FEE  $____________________________

In words  ___________________________________________________ Dollars and Cents

The Project Manager will be required to complete the performance requirements of the work as intended. All costs and scope of work as outlined in the proposal shall represent the entire scope of work for this Project and no additional compensation shall be sought by the Project Manager for completion of basic services.

Firm Name:  ___________________________________________________

Address:  ___________________________________________________

City, State, Zip Code:  _________________________________________

Contact Person Name:  _________________________________________

Contact Person Title:  _________________________________________

Telephone:  ___________________________ Fax:  ___________________________

E-mail Address:  _______________________________________________

Signature:  ___________________________ Date Signed:  _______________________

Please provide as Attachment A.1 a listing of the numbers and dates of all Addenda received.

Please provide, as Attachment A.2, a schedule of standard hourly billing rates for employees, consultants, subcontractors, etc. which can be used for the calculation of fees for any additional services requested and authorized by the owner.

Please provide, as Attachment A.3, a detailed line item breakdown of the Lump Sum Fee.
9  **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”.

- Section 7.1 Bidders Information Sheet, providing 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 which may substitute the requirement.

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


- Terms and Conditions – Attached

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


- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form: [https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf](https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf)

- Certificate of Liability Insurance

- Business Registration Certificate (BRC): The bidder **must** be registered prior to award of the contract: [http://www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml)

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. PURPOSE

To outline goals and action plans to support and enhance University Hospital's vendor base toward eradicating racial, ethnic, and gender discrimination from society at large through the New Jersey Set-Aside Program.

II. DEFINITIONS

**Vendor Diversity Program** - University Hospital's commitment to ensure that a fair percentage of the total purchases for supplies, equipment, services, and construction is placed with, small businesses which include minority and women-owned businesses. University Hospital has established a 25 percent goal for Small Businesses.

**Small Businesses** - A small business is now defined as having its principal place of business in New Jersey, gross annual revenues of $12 million or less and no more than 100 full time employees.

A. New Jersey Business – this may be calculated in one of two ways:

1) 51% or more of its employees work in New Jersey as evidenced by payment of New Jersey unemployment taxes; or
2) 51% or more of its business activities take place in New Jersey as evidenced by payment of New Jersey income/business taxes.

B. 100 or fewer employees – a sole proprietorship, partnership or corporation having 100 or fewer employees, not including seasonal and part-time employees who work less than 90 days annually, if seasonal and part-time employees are normal to the industry. This does not include a consultant engaged by the business for work to be performed on a contract not related to the contract for which the small business is seeking eligibility.

C. Gross annual revenues may not exceed $12 million.

**Construction Contract** - any contract involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure or facility. The term also includes the supervision, inspection and other on-site functions incidental to actual construction.
III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

   a. As part of its Supplier Diversity Program encompassing small businesses, University Hospital is committed to actively and affirmatively seek diverse business relations. The goal is to ensure that an equitable portion of University Hospital's total purchases for construction, goods, equipment and services is placed with diverse businesses. Vendors are to complete the Sub-Contractor Utilization Report in order to comply with target goals set by University Hospital.

   b. All academic, healthcare and administrative units of University Hospital are encouraged to consider vendor diversity in their purchases.

2. UH Vendor Diversity Program Goals and Targets:

   A total of 25% of all contracts should be awarded to registered small businesses; which include minorities and women:

   10% to firms whose gross annual revenues do not exceed $500,000
   10% to firms whose gross annual revenues do not exceed $5 million
   5% to firms whose gross annual revenues do not exceed $12 million

   A small business may be registered in one of three categories, based upon its annual gross revenues. These categories are:

   - up to $500,000
   - up to $5 million
   - up to $12 million

3. Program Requirements

   Public contracting entities are now subject to meeting a 25% minimum overall goal collectively for the three categories of small business.

4. New Reporting Requirement

   Public contracting authorities must now report annually on their outreach efforts.
5. **Important Process Change**

In order to be eligible to bid, a firm must now be registered as a small business as of the date of the bid opening. This is a change from previous requirements, which required a firm to have submitted an application one-day prior to bid opening.

6. **Other UH Policies and Procedures:**

UH Vendor Diversity Program requirements shall apply to all other policies and procedures of UH Department of Purchasing Services.

B. **Responsibilities**

All departments are responsible for integration of supplier diversity into their operations.
EXHIBIT A

UNIVERSITY HOSPITAL
STANDARD TERMS AND CONDITIONS

Section A: Terms and Conditions Governing All Contracts

1. 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.


1.3. Compliance – Codes

The Contractor must comply with NJUCC, NEC70 (NFPA 70/2014), the latest International Building Code/2015 NJ Edition, OSHA and all other applicable codes. 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 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.
51 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. **Equal Employment Opportunity**
The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

1.11. Ownership Disclosure

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

2. 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. INDEPENDENT STATUS OF CONTRACTOR

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.

3.1. 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.

3.2.  **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. **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. **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.

5.4. **Increased or Decreased Quantity**

University Hospital 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 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 University Hospital; or, (c) an irrevocable letter of credit drawn naming 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 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 MSD’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. Inspections 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. 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 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 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 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;
3.4 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; 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 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 Subcontractor of 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: _______________________________
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.

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

A Form AA/302 Affirmative Action Employee Information Report, with proof your request has been sent to the State for the certificate.

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
Request for Proposal for
Project Management Services
for Radiation Oncology Renovations at the
University Hospital

RFP #UH-P19-022

ATTACHMENT A

AGREEMENT BETWEEN OWNER AND PROJECT MANAGER
FOR A LUMP SUM

For Project Management Services

The Agreement listed above is enclosed following this page.
Agreement Between Project Manager and the University Hospital
For Project Management Services for the Radiation Oncology Renovations

THIS AGREEMENT made as of the _______ day of August in the year of Two Thousand and Nineteen by and between University Hospital, a public instrumentality and agency of the State of New Jersey, with offices at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter "Owner") and _______________ an organization authorized to conduct business in the State of New Jersey with offices at ________________ (hereinafter "Project Manager"), to perform professional services for the following Project ("Project"):

Project Management Services for the Radiation Oncology Renovations at University Hospital in accordance with the Owner's Request for Proposal #UH-P19-022 dated June 17, 2019 and all conditions stated therein ("RFP") and the Project Manager’s RFP Response dated __________ (Project Manager’s Response).

IN CONSIDERATION of the terms and conditions contained herein, the Owner and Project Manager agree as follows:

ARTICLE 1
Project Manager Services and Responsibilities

1.1 Basic Services
1.1.1 The Project Manager, as the acknowledged specialized professional for the Owner, shall be responsible and obligated for taking the lead on the Project regarding the specialty design matter and for supplying all information necessary for the successful design and implementation for the Project so as to facilitate Project completion on schedule, within budget, and of good quality (fit and finish). The Project Manager's Basic Services consist of the services described in this Agreement and include, but are not necessarily limited to, completion of a Project Management Services and cost estimate(s) for the
Renovations to University Hospital Radiation Oncology, as set forth in Article 10 and Appendix A, and in the Owner's Request for Proposal (RFP) #UH-P19-022, June 17, 2019 and the Project Manager's response thereto dated ______________________ and in other reports supplied to the Project Manager for commission of work all of which are incorporated herein by reference as if attached and are made a part hereof and together with this Agreement are hereinafter collectively referred to as "Agreement". All services by the Project Manager under this Agreement shall conform with applicable federal, state and local laws, regulations, rules, and codes as well as Factory Mutual Insurance loss prevention codes and standards and the requirements of the National Fire Protection Association.

1.1.2 The date of commencement of the services under this Agreement shall be the date of this Agreement.

1.1.3 The Project Manager shall make the following personal appearances and contacts and shall perform the following related services as part of Basic Services:

1.1.3.1 Project Manager shall attend all regular Project meetings as well as any special meetings with the Owner, the Owner's employees affected by or involved with the Project, the Owner's Committees or Board of Trustees, as the Owner determines to be necessary to facilitate Project completion, obtain required information or Project funding and approval.

Project Manager shall have all its staff assigned to the Project attend all on-Site coordination meetings and any special meetings, as requested by Owner. Project Manager shall prepare any exhibits or documents required for presentation at such meetings and shall act as a spokesperson, as required. The Project Manager shall issue minutes of these meetings to the Owner within five (5) working days of the meeting. The Project Manager shall follow-up on any requests, as necessary.

1.1.3.2 Project Manager shall attend such governmental meetings as are necessary for approval of the Project and shall actively pursue with any governmental authority having jurisdiction over the Project, and with the Owner, any governmental requirements or request necessary to secure approvals, permits, temporary Certificates of Occupancy and a final Certificate of Occupancy. Project Manager shall prepare any exhibits or documents required for presentation at such meetings and shall testify or act as a spokesperson, as required. Project Manager shall issue minutes of these meetings to the Owner within five (5) working days of the meeting. The Project Manager shall follow-up on any requests, as necessary.

1.1.4 The Project Manager shall supply sufficient technical personnel to complete all responsibilities contained herein in accordance with the Project Schedule and to the complete satisfaction
of the Owner. The Project Manager shall provide to the Owner within five (5) Days after the date of this Agreement a list of all of its personnel assigned to this Project. The Project Manager shall also furnish the Owner in writing the names, addresses and the office, home, mobile telephones and pager numbers of the members of its organization who can be contacted in the event of an after-hours emergency at the Project Site. Once Project personnel have been assigned by the Project Manager and approved by the Owner, they shall not be removed from the Project without the Owner's prior consent unless they are terminated from employment by the Project Manager.

1.1.5 The Project Manager shall immediately remove from the Project, whenever requested to do so by the Owner; any employee, agent or Subcontractor of Project Manager who is considered by the Owner to be incompetent or disposed to be disorderly or who for any other reason is not satisfactory to the Owner, and that person shall not again be employed on the Project without the consent of the Owner.

1.1.6 In the event of a conflict of any laws, codes, ordinances, regulations and requirements, the stricter shall govern. Owner's approval of any of the services performed by Project Manager under this Agreement shall not be construed as authority to violate, cancel, or set aside any provision of any applicable law, code, ordinance, regulation or requirement.

1.1.7 The Project Manager shall provide six (6) sets of its reports to the Owner for approval.

1.1.8 The Project Manager shall document the applicable requirements necessary for the various Project functions or operations.

1.1.9 The Project Manager shall make investigations, survey, valuations, inventories or detailed appraisals of existing facilities, and other services required in connection with work performed or furnished by the Owner.

1.1.10 Project Manager shall prepare and submit a certified statement to Owner stating that Project Manager has visited the Project site, has made a thorough visual inspection of the site, paying particular attention to factors justifying the validity of its reports and has reviewed and verified and is satisfied that all existing drawings and related data furnished by the Owner are accurate with regard to the existing conditions of the Project, and with regard to any other features that present unusual conditions that could adversely affect the design and construction cost of the Project.

1.1.11 Project Manager shall complete its report within the time line provided in the Project Manager’s RFQ response dated November 29, 2017.
2.1 The Owner may at any time, issue additional instructions and require additional work or services not covered by this Agreement. In this event, the Project Manager shall be entitled to additional compensation for the cost of the added work and expense; such additional compensation to be determined by mutual agreement between Owner and Project Manager, or to be determined by the hourly fees submitted by the Project Manager for additional services in Project Manager's Response, or a combination of either of these methods as determined by the Owner. Unless the parties agree that the service is a part of the Project, the following services shall be provided by the Project Manager, when authorized in writing by the Owner, and they shall be paid for by the Owner separately from and in addition to Basic Services, and as hereinafter provided. Any services not listed in this paragraph as "Additional Services" shall be considered Basic Services under this Agreement.

ARTICLE 3
Owner's Responsibilities

3.1 The Owner shall provide full information regarding the requirements for the Project. The Owner shall examine documents submitted by the Project Manager and shall render decisions and advise the Owner pertaining thereto promptly to avoid unreasonable delay in the progress of the Project Manager's services.

3.2 The Owner shall furnish, if available, geotechnical, chemical, mechanical, hazardous materials surveys, or other investigations and tests when required by the Project Manager. If such data is required by the Project Manager and is not available from the Owner, the Project Manager shall contract directly for such services. The Project Manager shall confirm the accuracy of such data.

3.3 It is agreed by and between the parties to this Agreement that whenever the approval or authorization by the Owner is required, such shall be in writing and shall be expeditiously given and shall not be unreasonably withheld.

3.4 All Contract Documents including drawings and specifications, any changes, revisions or amplifications thereof, shall be subject to the written approval of the Owner before the same shall be deemed accepted.

ARTICLE 4
Project Manager Standards of Performance

4.1 Except as otherwise provided or by specific instructions from the Owner in writing, in performing the services under this Agreement the Project Manager represents that it shall at all times perform hereunder in accordance with the professional standard of care and skill customarily exercised by sophisticated members of the specialty design
profession in the United States who are experienced in the design and construction administration of buildings comparable to the Project, and Project Manager shall make certain that the Project is completed to the fullest extent practicable consistent with the Owner's criteria for function and quality.

4.2 All services to be rendered by Project Manager hereunder shall be rendered in a professional manner by, or under, the direct supervision of registered professionals authorized or licensed to practice in the State of New Jersey. Nothing contained in this Agreement is intended to relieve the Project Manager of responsibility for maintaining adequate supervision over the design and also adequate observation or inspection of the construction work in order to guard the Owner against deficiencies in the design work and the work of the Contractors so that the Work is completed in compliance with Contract Documents. Whenever the term "inspect" or "inspection" is used in this Agreement, it shall mean the duty to inspect those aspects of the Work which sophisticated members of the architectural profession in the United States who are experienced in the design and construction administration of projects comparable to the Project would consider critical aspects. Project Manager shall have the duty to observe, not the duty to inspect, other aspects of the Work. Such inspections and observations shall be carried out in accordance with that standard of care and skill customarily exercised by such members of the architectural profession.

4.3 Notwithstanding any other provisions contained herein, the Project Manager shall not be relieved of liability to the Owner for actual damages sustained by the Owner, resulting from error, omission or any breach of this Agreement by the Project Manager. The Owner, upon the discovery of any error, omission or breach, shall give written notification thereof to the Project Manager. The Owner may withhold a portion of payments due to the Project Manager not to exceed twice the amount of the deductible identified in the professional liability policy for the purpose of establishing a reserve until such time as the exact amount of such actual damages is determined. The Owner shall expeditiously initiate such proceedings as may be necessary to fairly determine the exact amount, if any, of the actual damages. Such moneys withheld by the Owner shall be retained until the negotiated value of said damages are paid by the Project Manager and/or the Project Manager's insurance carrier or any other party. The acceptance, approval or payment for any of the Drawings, Specifications or other work and services performed by the Project Manager hereunder shall not constitute a release or waiver of any claim the Owner has or may have for latent defects, errors, omissions or other breach of this Agreement on the part of the Project Manager.

ARTICLE 5
Reimbursable Expenses

5.1 Reimbursable expenses to the Project Manager are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Project Manager's technical employees and professional Project Managers for the expenses listed in the following subparagraphs. No markup is allowed on reimbursable expenses. Only reimbursable expenses accompanied by proper documentation will be reimbursed.

5.1.1 Out of state travel shall be reimbursed only when authorized by the Owner. No travel expenses shall be reimbursable between Project Manager's office and any Owner site.

5.1.2 Models and renderings shall be reimbursed when not included in Basic Services and when authorized by the Owner.

5.1.3 Reimbursable expenses include the expense of reproduction of Drawings and Specifications, excluding those specifically required to be furnished in accordance with this Agreement and excluding any drawings required for the Project Manager's use for coordination with its Project Managers or for expenses for plotting of CADD files.

5.1.4 Reimbursable expenses include the expense of the premium portion of overtime work requiring higher than regular rates when authorized in writing by the Owner, except when overtime work is required for the Project Manager to maintain Project Schedule.

5.1.5 Postage and express courier service are allowable reimbursable expenses.

ARTICLE 6
Payment to the Project Manager

6.1 Owner shall pay Project Manager a lump sum fee of $59,500.00 (Fifty Nine Thousand Five Hundred Dollars) for the Basic Services (Paragraph 1.2) under this Agreement.

6.2 University Hospital’s payment terms are net 45 (forty five) days.

6.3 Final payment to the Project Manager shall not relieve the Project Manager of any contractual responsibilities.

6.4 Unless otherwise provided herein, the Project Manager shall not be entitled to any additional payment for damages due to delay on the Project.

ARTICLE 7
Termination of Agreement; Suspension of Services

7.1 If for any reason the Project should be abandoned, suspended or postponed, the Owner may terminate this Agreement upon seven (7) Days written notice to the Project Manager. Upon receipt of such notice, unless otherwise directed, the Project Manager shall immediately discontinue all work hereunder at that point. In the event of any
termination pursuant to this Article, the Owner shall have the right to audit all of the Project Manager's records pertaining to this Project. Upon such termination, the Project Manager shall be paid in accordance with the following:

7.1.1 Where compensation is based on a stipulated sum, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this Agreement, less payments previously made.

7.1.2 If any compensation is based on a multiple of direct salary cost, the Project Manager shall be paid based upon the full extent of services directed and satisfactorily rendered.

7.1.3 Payment under paragraph 7.1.1 and 7.1.2 shall include all reimbursable expenses and additional service compensation.

7.2 Upon seven (7) Days written notice to the Project Manager, the Owner may terminate this Agreement for any reason, with or without cause or Owner may terminate this Agreement if, in its sole discretion and judgment, it deems the services of the Project Manager to be unsatisfactory or in non-compliance with this Agreement. Upon receipt of such notice of termination, Project Manager shall immediately discontinue all services hereunder and shall be entitled to compensation as provided in paragraph 7.1.

7.3 In the event of Project Manager's death or disablement to an extent which would, as determined by Owner, prevent its satisfactory performance hereunder, the Owner may terminate this Agreement as provided in subparagraphs 7.3.1 and 7.3.2.

7.3.1 When Project Manager is a sole proprietorship, upon seven (7) Days written notice to the firm.

7.3.2 When the Project Manager is not a sole proprietorship, in the event of the death or disablement of one of the principals, upon seven (7) Days written notice to the surviving principals, Owner may either terminate this Agreement or authorize the surviving principals to assume full responsibility for the completion of this Agreement.

7.3.3 Upon receipt of a notice of termination, Project Manager shall immediately discontinue all services hereunder and shall be entitled to compensation as provided in paragraph 7.1.

7.4 The Project Manager shall not be entitled to any damages, including lost profits and other incidental, consequential and special damages, due to termination pursuant to this Agreement.

7.5 The Owner may order that Work on the Project be suspended or postponed, upon five (5) Days written notice. The Project Manager shall immediately cease all services hereunder, except as necessary to secure the Project and Project Manager shall be entitled to compensation as provided in paragraph 7.1. If the Owner directs that the Work on the Project be resumed within one hundred eighty (180) Days of any notice to suspend or postpone, the Project Manager shall be obligated to
complete the Project for the fee provided for in this Agreement, plus any additional compensation that the Owner may approve in writing. If the Project is postponed or suspended for a period of more than one hundred eighty (180) Days, the Project Manager's compensation may be subject to re-negotiation by mutual agreement.

ARTICLE 8
Ownership of Documents

8.1 Upon termination of this Agreement, any original drawings and CADD files translated into AUTOCAD 12, revised to reflect "Record" or "As-Built" conditions, shall be transmitted to the Owner and become the property of the Owner. The Project Manager, for record purposes, may retain a set of prints or reproducibles of those drawings prior to transmittal to the Owner.

8.2 It is understood and agreed between the parties to this Agreement that all documents including Drawings and Specifications furnished by the Project Manager pursuant to this Agreement are instruments of service in respect of this Project only. These documents are not intended or represented to be suitable for re-use by the Owner on other projects, for additions to this Project or completion of this Project by others unless the Project Manager's services under this Agreement are terminated for any reason. Any re-use without specific written verification or adaptation by the Project Manager will be at the Owner's sole risk and without liability or legal exposure to the Project Manager by the Owner or to the Owner by the Project Manager.

ARTICLE 9
Disputes/Claims/Litigation

9.1 If the parties to a dispute regarding this Agreement do not mutually agree to resolve the issues, the parties to the dispute agree to litigate the matter in a New Jersey court of law in Essex County.

ARTICLE 10
Extent of Agreement

10.1 This Agreement including the documents listed in Appendix A, represents the entire and integrated agreement between the Owner and the Project Manager. It supersedes all prior negotiations, representations or agreements, either written or oral. The terms, conditions and provisions of the Agreement cannot be modified or varied except by agreement between Project Manager and the Owner.

10.2 Waiver of any part of this Agreement shall not be deemed a waiver of any other part.
ARTICLE 11

Notices

11.1 Any written notice intended to be given hereunder to the Project Manager, or to the Owner respectively, shall be effective on the third Day after mailing and shall be deemed sufficiently served if addressed and mailed by U.S. Certified mail to the Project Manager or Construction Manager at the addresses set forth hereinabove, or to the Owner at the Office of the Executive Director for Supply Chain Management, Suite 1218, 65 Bergen Street, Newark, New Jersey 07107-3001 with copies to the Office of the Executive Director of Support Services, Suite A217, 150 Bergen Street, Newark, New Jersey 07107-3001, or such other address as to which Project Manager is given notice.

ARTICLE 12

Other Project Managers or Services

12.1 Should the Owner and the Project Manager determine that the unique nature of the Project requires the services of other Project Managers (e.g. traffic, soils, electronic data programmers, automation and computerization Project Managers, etc.), such Project Managers shall be engaged by the Project Manager. All such Project Managers shall be qualified and competent and shall be selected by the Project Manager and shall be subject to the written approval of the Owner. Written requests for approval of Project Managers shall fully describe the scope of the work for which Project Managers are being engaged. Project Manager shall be entitled to a payment from the Owner equal to 1.05 times the amount billed by the Project Manager to the Project Manager for such services.

12.2 Notwithstanding anything to the contrary in paragraph 12.1, if it is determined that the services of other Project Managers are required for the Project, the Owner reserves the right to directly hire any such Project Manager or to require bidding for the Project Manager services. In the event that Owner exercises this right, upon request of the Owner, the Project Manager shall assist Owner in such hiring or bidding at no additional cost to Owner.

ARTICLE 13

Errors and Omissions

13.1 During Construction, the Owner shall be responsible for the cost of changes to the Work except for changes due to the errors or omissions of the Project Manager in the Construction Documents. The Project Manager shall be liable and responsible for the cost of any changes to the Work necessitated by its errors and omissions. The Project Manager shall pay the Owner any such costs within thirty (30) Days of receipt of an invoice from the Owner for such costs. Such invoice shall not be made until the change has been performed and incorporated into the Project. In the event that Project Manager fails to make payment within
thirty days, in addition to other rights in law or equity, Owner may deduct such costs from payments owed to Project Manager.

ARTICLE 14
State Contract Laws

14.1 This Agreement and the rights of the parties shall be governed by the constitution and laws of the State of New Jersey, including 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. and any cause of action between the parties shall have jurisdiction and venue only in the courts of the State of New Jersey in and for the County of Essex.

ARTICLE 15
Auditing

15.1 Upon five (5) Days notice of Owner's request, Project Manager shall permit Owner or its designee to inspect, audit and photocopy all books, payrolls, ledgers, registers, receipts, subcontracts, overhead, cost, accounting and other data and records (collectively referred to as the "records") of the Project Manager relating to its performance and that of its subProject Managers and designees, if any, under this Agreement, from the effective date hereof through and until the expiration of ten (10) years after completion of and final payment to the Project Manager for its Project services.

15.2 Project Manager shall maintain such records in accordance with generally accepted accounting principles, which specifically identify the Project and all labor and materials, costs and expenses, whether direct or indirect. Project Manager's failure to maintain or produce such records shall preclude the recovery of any claim for Project costs related to the missing records.

15.3 The Project Manager further agrees to include in all its subcontracts hereunder a provision to the effect that the subProject Manager agrees that Owner, and any of its duly authorized designees, shall, until the expiration of ten (10) years after final payment to the Project Manager under the subcontract, have access to and the right to examine any records related to the subProject Manager's performance under the subcontract and that the failure of the subProject Manager to maintain or produce such records shall preclude recovery from the Owner for any claim for Project costs related to the missing records.

15.4 If any unsubstantiated or overpayment are discovered as a result of any audit conducted by the Owner, or its designee, Project Manager shall be notified by Owner in writing. Project Manager agrees to repay Owner for any unsubstantiated or overpayment within thirty (30) Days of such notice or, if Project Manager fails to make such payment, Owner, in addition to other rights in law or equity, may deduct such unsubstantiated or overpayment from any payments owned to Project
Manager. Further, if the Owner undertakes an audit of the records and such audit results in a finding of excessive profit due to improper statement of hourly rates, overhead, time required or other estimated cost data upon which this Agreement was negotiated, Project Manager authorizes Owner to reduce the lump sum fee to an amount Owner considers to be commensurate with the actual scope of services or to seek repayment, as provided in this subparagraph, of any excessive amounts already paid by Owner.

ARTICLE 16
Insurance

16.1 The Project Manager shall assume all responsibility for its actions and those of its employees, agents, servants and Project Managers while engaged in any activity connected with this Agreement. The Project Manager shall procure and maintain at Project Manager's sole expense, sufficient insurance to protect the Project Manager and Owner from any loss, damage, expense, property damage or bodily injury claims arising out of the performance of this Agreement. Project Manager must procure insurance from insurance companies licensed to do business in the State of New Jersey. Evidence of current insurance coverage shall be provided in the form of a Certificate of Insurance which shall be submitted before commencement of services. Except for Workman's Compensation and Professional Liability, Owner shall be named an additional insured. The insurance shall provide for thirty (30) Days notice in writing to the Owner prior to cancellation, expiration or non-renewal of the insurance coverage.

16.1.1 Workers Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance as required by applicable State and Federal Law.

16.1.2 Comprehensive General Liability Policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and completed operations. Limits of liability shall not be less than $1,000,000.00 per person and $3,000,000.00 per occurrence for bodily injury and not less than $500,000.00 per occurrence for property damage liability.

16.1.3 Comprehensive Automobile Liability Policy covering owned, and non-owned and hired vehicles with minimum limits of $100,000.00 per person and $300,000.00 per occurrence for bodily injury liability and $250,000.00 per occurrence for property damage liability.
16.1.4 Professional Liability Policy with minimum limits of $500,000.00 and with deductible or self-insured retention not greater than $100,000.00.

16.2 Any insurance policies which are written on a "claims-made" basis shall include an "extended reporting period" provision of not less than five (5) years following completion of the services covered by this Agreement.

16.3 The insurance required under this Agreement are the minimum amount and types required and shall not in any way limit Project Manager's liability under this Agreement in excess of such coverage, nor shall it preclude the Owner from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law or equity. The Owner's interests shall not be limited, abridged or restricted in any manner or form.

16.4 The Owner shall have the right to terminate this Agreement for cause if the Project Manager fails to maintain the insurance as specified herein.

ARTICLE 17
Indemnification

17.1 The Project Manager shall defend, indemnify, protect and save harmless the Owner and its agents, servants and employees from and against any and all suits, claims, demands, awards, losses, expenses or damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Project Manager, its agent, servants, employees and retainees, in the performance of professional services or pertaining to materials supplied under this Agreement, including, but not limited to, reasonable expenditures for and costs of investigation, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or awards.

17.2 The Project Manager agrees and understands that the Attorney General of the State of New Jersey represents the Owner and will participate in any action involving the Owner which relates to the subject matter of the claim indemnified by the Project Manager under this Article and nothing contained herein shall be construed to prevent such participation; and provided further that the Attorney General of New Jersey shall retain sole control, at the Project Manager's sole expense, of the defense of any such claim and negotiations for its settlement or compromise to the extent that the Attorney General solely and exclusively determines that such claim implicates the public policy of the State of New Jersey including, without limitation, the constitutionality, the validity of statutory administrative or decisional law, the appropriateness of State action or the propriety of the conduct of State officers, employees or agents.
17.3 The Project Manager shall be liable to the Owner for any reasonable costs incurred by the Owner to correct, modify or redesign any drawings submitted by the Project Manager that are found to be defective or not in accordance with the provisions of this Agreement as a result of negligent act, error or omission on the part of the Project Manager, its agents, servants or employees. The Project Manager shall be given reasonable opportunity to correct any deficiencies.

17.4 The Project Manager agrees that any approval by the Owner of the services rendered by the Project Manager shall not operate to limit the obligations of the Project Manager assumed in this Agreement. Furthermore, the Project Manager agrees that the provisions of this indemnification shall in no way limit the Project Manager's obligations assumed in this Agreement, nor preclude the Owner from taking any other actions available under any other provisions of this Agreement or otherwise at law or in equity.

17.5 The Project Manager's obligation to defend, indemnify and hold harmless hereunder shall survive the termination and term of this Agreement.

17.6 The Project Manager shall give prompt notice to the Owner of all losses, damages or injuries to persons or property of the Owner, Project Manager or third persons in any way related to this Agreement or for which a claim might be made against the Owner and shall promptly report to the Owner all such claims of which the Project Manager has notice, whether relating to matters insured or uninsured. No settlement or payment of any claim for loss, injury or damage or other matter as to which the Owner may be charged shall be made in a manner which may leave Owner at risk of any future liability for the claim, loss, injury or damage for which a settlement or payment is made.

ARTICLE 18
Non-Discrimination; Affirmative Action; New Jersey Prevailing Wage Act

18.1 Non-Discrimination. Project Manager shall not discriminate against any employee or subcontractor who is employed by Project Manager for the performance of any services covered by this Agreement or against any applicant for such employment because of race, color, religion, sex, national origin, creed, ancestry, age, disability, marital status, familial status, affectional or sexual orientation, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States and as set forth in 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. 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. 621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. 12101 et seq. and all other federal laws guaranteeing equal employment. The Project Manager will comply with the non-discrimination requirements set forth in Paragraph 13.11 of the appended
hereto as Exhibit 1 and shall take affirmative action to ensure that applicants are employed, and employees are treated, without regard to such characteristics as set forth in Paragraph 13.11.

18.2 Affirmative Action, Procurement, Professional and Service Contracts. During the performance of this Agreement, the Project Manager agrees as follows:

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

18.2.2 The Project Manager and its subcontractors, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

18.2.3 The Project Manager and its subcontractors, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers representative of the contractor's commitments under the New Jersey Law Against Discrimination, P.L. 1975, c127 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.2.4 The Project Manager and its subcontractors, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

18.2.5 The Project Manager and its subcontractors agree to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975,
C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

18.2.6 The Project Manager and its subcontractors agrees to inform in writing all appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

18.2.7 The Project Manager and its subcontractors agrees to revise any of its testing procedures, if necessary, to assure all personnel testing conforms with the principles of job related testing, as established by the statues and court decisions of the State of New Jersey and as established by applicable federal laws and applicable federal court decisions.

18.2.8 The Project Manager and its subcontractors agrees to revise all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and agrees to conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

18.2.9 The Project Manager and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

18.2.10 Provisions of paragraphs 18.2.4, 18.2.5, 18.2.6, 18.2.7 or 18.2.8 are not required for subcontractors with four (4) or fewer employees or for subcontractors or Project Manager if it has presented evidence of a federally approved or sanctioned Affirmative Action Program.

18.2.11 The Project Manager agrees that, except as noted above, all subcontracts negotiated by Project Manager shall include the provisions in this Paragraph 18.2, as required by PL 1975, c. 127.

18.3 New Jersey Prevailing Wage Act. Project Manager shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
ARTICLE 19

Time of Performance; Liquidated Damages

19.1 It is mutually agreed between Project Manager and Owner that time is an essential element of this Agreement and that all time limits set forth in this Agreement, including any milestone dates set forth in the Project Schedule described in Subparagraph 1.1.10, are reasonable and of the essence.

19.1.1 If the Project Manager falls behind in meeting any of said milestone dates the Project Manager shall prepare and submit to the Owner its corrective action plan for applying additional resources to the Project, at its own expense, to make up the time lost by the Project Manager to meet the next milestone date.

19.1.2 Failure of the Project Manager to meet any of the time limits set forth in this Agreement, including said milestone dates, or failure by the Project Manager to take corrective action or apply additional resources to the Project to meet milestone dates in accordance with its corrective plan shall constitute a breach of this Agreement and shall entitle the Owner to seek damages resulting therefrom, including liquidated damages described in this paragraph, or to pursue any other legal or equitable remedies.

19.2 In the event that the Project Manager neglects, refuses or otherwise fails to complete its services within the time periods specified herein, the Project Manager shall be liable to the Owner for the sum of ONE THOUSAND DOLLARS ($1,000.00) per day for each day that the services remain incomplete.

19.3 Project Manager and owner agree that it would be difficult to calculate actual damages and that the sum stated in Subparagraph 19.2 is intended as a substitute therefore and shall be paid to the Owner as liquidated damages and not as a penalty as a reasonable forecast of loss to the Owner, recognizing losses due to administrative, inspection, interest and other costs resulting from such delay as well as for the loss to the Owner of the use of the Project in a completed state of construction. The liquidated damages set forth herein shall be in addition to other consequential losses or damages that the Owner may incur because of such delay, including, without limitation, added costs of the Project and the costs of furnishing temporary services, if any.

19.4 Any sums payable from Project Manager to Owner as liquidated damages may be deducted by the Owner from any sums due or to become due to the Project Manager.

ARTICLE 20

No Damages for Delay

20.1 If the Project Manager is delayed in the completion of its services by any act, neglect or default of the Owner, Construction Manager or any other Project Manager or contractor employed by Owner, or any changes
ordered in the Work, or by strikes, lockouts, fire, unusual delay by common carrier, unavoidable casualties, or any case beyond the Project Manager's control, or by any cause which the Owner determines to justify the delay, Project Manager shall be allowed one additional day to the performance time specified in this Agreement for each day that the delay causes in the completion of the services, as determined by the Owner.

20.2 As a condition precedent to the grant of such an extension of time, Project Manager must give Owner written notice within five (5) Days of the first day of the delay, and shall include in such notice the causes for the delay and a request for an extension of time for such delay providing an estimate of the probable effect of such delay on the completion of its services. If Project Manager fails to give such notice within the five (5) Day time period, Project Manager shall not be entitled to any extension of time.

20.3 Apart from an extension of time, no payment or compensation of any kind shall be made from the Owner to the Project Manager for damages caused by any delay, whether the delay be avoidable or unavoidable.

ARTICLE 21
Miscellaneous Provisions

21.1 Non Waiver. The failure of any party at any time to require the performance by the other party of any provision of this Agreement shall not be construed as a waiver and shall in no way affect the right to require such performance at any later time.

21.2 Severability. Invalidation of any one of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision contained herein and all such other provisions shall remain in full force and effect.

21.3 Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Owner or Project Manager.

21.4 Interpretation. The titles to paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the terms of this Agreement.

21.5 Successors and Assigns. The Owner and the Project Manager bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement.

21.6 Assignment. This Agreement contemplates personal services by the Project Manager. Project Manager shall not assign, subcontract or transfer its corporate interest herein without the written approval of the Owner.
21.7 Publicity. Publicity and/or public announcements pertaining to the Project shall be cleared by the Owner in writing prior to release.

21.8 Statute of Limitation. As between the parties to this Agreement, as to all acts or failures to act by the Project Manager, any applicable Statute of Limitations shall be governed by N.J.S.A. 2A:14-1.2 et seq.

21.9 Provision Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is incorrectly inserted, then upon notice by either party, this Agreement shall forthwith be physically amended to make such insertion.

21.10 Non Collusion. Both parties agree that no fee, commission, compensation, gift or gratuity was paid or received in regard to the solicitation of this Agreement, in contravention to N.J.S.A. 52:d-13 et seq. In addition, the Project Manager and its Subcontractor(s) agree to be bound by the provisions of paragraph 3(a) through 3(f) of Executive Order No. 189 (Kean) (1988), set forth below, which prohibits conflicts of interest on the part of vendors providing services to State agencies:

3. Prohibitions on vendor activities, the violation of which shall render vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (Byrne) (1976) by any Executive department or agency, are as follows:

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, gift, gratuity, or other thing of value of any kind to any State office or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 53:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
c. No vendor 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 vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency 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 with the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.

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

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

f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3g.

21.11 Limitation of Liability. There shall be no limits on the liability of the Project Manager for its responsibilities under this Agreement. Project Manager shall be liable for all damages, including direct, indirect, general, consequential, special and incidental, arising out of this Agreement.
IN WITNESS WHEREOF the parties have executed this Agreement as of the
day and year first above written.

FOR

(PROJECT MANAGER):

Name: ____________________________
Title: ____________________________
Date: ____________________________

FOR UNIVERSITY HOSPITAL

(OWNER):

Name: xxxxxxxxxx
Title: xxxxxxxxxx
Date: ____________________________

MAD/kjc
JBJ 6/17/19
APPENDIX A

The documents which form a part of and are incorporated in this Agreement as if attached or repeated herein are the following:

1. Any modifications or amendments to this Agreement.
2. Any addenda to the RFP #UH-P19-022.
3. Agreement Between Project Manager and the University Hospital For Project Management Services for the Renovations to University Hospital Radiation Oncology.
4. Reports supplied by Owner to the Project Manager for the Project.
5. Project Manager's Response to the Owner's RFP.

In the event of a conflict among the terms and conditions of this Agreement and any of the above listed documents, the first document listed shall have the highest priority or supersede all others. The others shall have priority corresponding to their position on the above stated list with the last having the least priority.