

**REQUEST FOR PROPOSAL (RFP)**

TITLE: PROFESSIONAL ARCHITECTURAL / ENGINEERING /  
CONSTRUCTION CONSULTING SERVICES

RFP NUMBER: UH-P23-009  
DATE ISSUED: NOVEMBER 23, 2022

DUE DATE: JANUARY 10, 2023

TIME: **2:00 P.M.**

LOCATION: **UNIVERSITY HOSPITAL  
DEPARTMENT OF PURCHASING SERVICES  
65 Bergen Street, 12<sup>th</sup> Floor  
Newark, New Jersey 07103**

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

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

BIDDER NAME: \_\_\_\_\_

BIDDER REPRESENTATIVE:

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

FED. TAX ID: \_\_\_\_\_

\_\_\_\_\_  
BIDDER'S AUTHORIZED SIGNATURE

**PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # P23-009 for PROFESSIONAL ARCHITECTURAL, ENGINEERING, CONSTRUCTION AND CONSULTING SERVICES.**

- A) This is a public sector RFP, the underlying premise of which is a “level playing field” for fair competition among all participating bidders. Public sector rules and requirements may differ significantly from those in the private sector. UH evaluators and Purchasing Services, as well as bidders, must meet certain requirements in order for an award to be issued. Some examples:
- 1) Ensure your bid proposal is complete and includes all required documents. See RFP Sections 1.0, 3.0, 5.0, 8.0, and 9.0. Note regarding section 9.0: make any objections to insurance requirements known immediately, **before bid opening.**
  - 2) If your bid proposal takes exception to UH payment terms (45 days), your proposal likely will be determined to be non-responsive. UH may accept shorter payment terms with additional discounts (e.g., 2%/30 days).
  - 3) Sign and submit your bid proposal in a sealed package.
  - 4) Identify your bid package as stated in the RFP to help avoid loss or accidental opening.
  - 5) Submit your bid proposal to Purchasing Services by the prescribed opening time and date. Any late bids will be disqualified. Purchasing Services is not responsible for any bids that arrive late. Suggestion: send your bid in time for delivery to Purchasing Services a day or two earlier than specified in the RFP and track your shipment.
  - 6) Initial handwritten changes, if any, prior to sealing and submitting your bid.
  - 7) Other than procedural questions (e.g. directions to Newark) all questions must be posed using the protocol established in the RFP. Under the level playing field premise, all potential bidders must be made aware of any relevant information given to any bidder.
- B) **Forms** – Problems (e.g. missing, incomplete) with forms are a primary cause of bid rejection. Determine in advance whether you have all necessary forms. Obtain any missing forms. Review to ensure you have all necessary forms, complete all of the forms and submit them with your proposal. RFP **Section 9.0** describes requirements, 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 attached Ownership Disclosure Form. 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.
  - 3) The Affirmative Action (AA) Certificate – Previously the AA 302 form, which provides racial and ethnic hiring and working statistics, was the only AA document required to be submitted with a bid proposal. Currently AA requires the AA 302 Form and certification of its submission to the state of New Jersey. Certification requires a \$150.00 fee to the state. Without certification you may 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 AA to obtain certification are in Section 9.0 of the RFP.
  - 4) Two Year Chapter 51 Forms – These forms establish whether the bidder’s firm or its principle ownership have made any political contributions. If these forms are not submitted your firm unequivocally **CANNOT** have a contract with a state entity in NJ.
  - 5) Business Associates Agreement - Any deviation from UH Business Associate Agreement **may** be accepted but because of the process including legal review, any potential award will be delayed significantly.
  - 6) MacBride Principles Certification – The Bidder must certify, pursuant to N.J.S.A. 52:34-12.2, compliance with a). the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A.

52:18A-89.5, b). the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and c). the bidder must permit independent monitoring of their compliance with those principles A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

By signing the RFP Signatory Page, the bidder/offeror certifies that either:

- a. The bidder has no operations in Northern Ireland; or
  - b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.
- 7) 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 will preclude the award of a contract to Bidder.
- 8) The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

C) **Exceptions** – Exceptions to the RFP specifications are the most serious form of non-compliance/non-responsiveness. Material exceptions have one cure – withdrawal of the exception by the bidder. 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 without withdrawal the bidder will ultimately be disqualified.

**REVIEW:**

- 1) Read and understand the entire RFP.
- 2) Follow instructions as presented above and in the following sections of 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 issued by the University Hospital (UH), Department of Purchasing Services on behalf of the Department of Support Services and the Physical Plant.

The University Hospital (UH) invites professional architectural / engineering firms to submit a written Statement of Qualifications (SOQ) for providing complete Architectural / Engineering (A/E) services for future projects for University Hospital or satellite locations. Projects may include any number of healthcare, academic/administrative, or infrastructure/utilities projects. Projects may be located in facilities owned or leased by the University Hospital.

In the near future, UH anticipates awarding contracts for the following projects: Outpatient practice relocations/consolidations for Orthopedics, Cardiology, Hepatology & Infectious Disease groups; Inpatient Radiology renovations; ICU room upgrades; OR suite additions and upgrades; and various administrative consolidations, relocations, and renovations

Specifically, it is UH's intent to select A/E firms most qualified in the disciplines of architecture and engineering to establish a list of pre-qualified firms who will then be asked to submit a proposal for professional services for specific projects as they are approved for a design phase. It is UH's intent to award separate contracts for architectural design services and engineering services in each of four (4) fee ranges. The fee ranges are: 1) \$100,000 and less for any one project; 2) \$100,001 - \$250,000 for any one project; 3) \$250,001 - \$500,000 for any one project; and 4) \$500,001 and above for any one project. Bidders must submit the Fee Range Matrix (Attachment C) with the RFP response.

University Hospital anticipates that future projects may include three (3) facility types. These facility types are not intended to be formal, narrowly defined categories, but rather to generally describe types of projects. Below is a brief description of the categories.

#### **HealthCare Projects**

The projects will involve a facility licensed by the New Jersey Department of Health and/ that may require Plan Review by the Department of Community Affairs/HealthCare Plan Review Unit and/or may involve a Rutgers Medical School faculty practice. This type of project requires an in-depth knowledge of healthcare related codes, standards and regulations.

UH will expect contractors to design hospital communications, tele data & security systems, address medical equipment needs and prepare furniture, fixtures and equipment (FF&E) project manuals in coordination with UH departmental personnel. UH will also require firms to provide Interior Design material and color selections in concert with FF&E design packages for either conceptual or production stage projects.

Certain facilities related to healthcare, but not subject to licensure, will also fall within this category. Examples include, but are not limited to, mental health facilities, dental health facilities, and RBHS faculty practice locations.

#### Academic/Administrative Projects

The projects will involve any combination of offices, classrooms, teaching labs, meeting rooms, auditoria and related support spaces. These projects may require knowledge of integration of audio-visual components. UH will expect contractors to design hospital communications, tele-data & security systems, address medical equipment needs and prepare furniture, fixtures and equipment (FF&E) project manuals in coordination with UH departmental personnel. UH may also require firms to provide interior design materials and color selections in concert with FF&E design packages for either conceptual or production stage projects.

#### Infrastructure / Utilities Projects

The projects involve any type of infrastructure or utility service scope, including, but not limited to, Chiller/ Boiler/ Air Handler/ Cooling Tower/ Emergency Generator/ Power Plant/ Fire Alarm Systems/ Fire Suppression Systems/ Process Water Systems/ Lab Waste Systems/ A/V Systems/ Tele/Data Fiber Optic and MDF/IDF Systems modifications, upgrades or replacement, as well as, Landscape/ Site Amenities/ Site Utilities/ Storm Water/ Parking Facilities modifications, upgrades or replacement. These projects require an in-depth knowledge of and experience with, the various Infrastructure and Utilities projects listed above.

After the lists of firms are finalized, a Date of Commencement will be established. During a period of at least three (3) but up to five (5) years starting from the Date of Commencement, UH intends to solicit proposals from and award purchase orders for Professional A/E Services to firms on the lists of pre-qualified firms for each discipline.

University Hospital reserves the right to re-issue a Request for Proposal for pre-qualification of A/E firms during the contract period if significant changes render pre-qualified firms non-responsive or unqualified. A pre-qualified firm shall be deemed non-responsive if three (3) or more fee proposals are requested and not submitted, upon request.

Maintenance of a list of pre-qualified firms in no way limits UH's ability to award work to firms not on the pre-qualified list. UH reserves the right to bid any project requiring Professional A/E Services, following established UH policies and procedures, at UH's sole discretion.

A single firm may not be engaged through this selection process in more than three (3) active projects at any one time within a given fee range. If only one eligible firm is remaining in a project fee range, University Hospital reserves the right to utilize the pool of candidates from any other fee range in addition to the one remaining firm for the basis of selection. UH also reserves the right, at UH's sole discretion, to expand the pool of candidates to include A/E firms from other fee ranges should UH determine that this is necessary to ensure adequate competition for a given project.

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

#### 1.1.2. Intent

UH intends to establish lists of pre-qualified A/E firms from which UH's Department of Support Services, the Physical Plant and additional authorized departments may solicit proposals for various projects.

UH intends to award contracts for a period of three (3) years, with two (2) one (1) year extension options, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

#### 1.2. Background

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 policymakers interested in advancing scientific discoveries and healthcare delivery. It is New Jersey's leading public hospital, and 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 our website at: <http://www.uhnj.org/about/>.

#### 1.3. Key Events

##### 1.3.1. Questions and Inquiries

It is the policy of UH 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, 12<sup>TH</sup> FLOOR SUITE #1218  
NEWARK, NEW JERSEY 07101-6750  
ATTN: Scott McGowan  
Buyer's Email: mcgowask@uhnj.org

1.3.1.1. Cut-Off Date for Questions and Inquiries

A non-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 Non-Mandatory Pre-Bid Conference. While all questions will be entertained at the Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Pre-Bid Conference. Written questions must be delivered to the Department of Purchasing Services' Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Pre-Bid Conference as possible. This request is made so that answers can be prepared prior to the Pre-Bid Conference.

Questions should be submitted in the following format:

Page #	Section #	Question
5	1.1	What do you mean by...?

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 other than the assigned buyer, directly, in person, or by telephone concerning this RFP.

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

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

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

### 1.3.2. Non-Mandatory Pre-Bid Conference

A Non-Mandatory Pre-bid Conference has been scheduled for this procurement. All bidders interested in submitting proposals are strongly encouraged to attend the Non-Mandatory Pre-bid Conference. The purpose of this conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: Thursday, December 8, 2022

TIME: 2:00 P.M.

LOCATION: New Jersey Medical School, Medical Science Building Lecture Hall #B610, 185 South Orange Avenue, Newark, New Jersey 07103

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

### 1.3.3. Site-Visit

The Pre-Bid Conference will include a non-mandatory Site Visit. The purpose of the Site Visit is to provide an opportunity for the bidders to examine the site of the proposed project.

**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 POSED UPON RETURN TO THE PRE-BID CONFERENCE ROOM.**

### 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:

The cut-off date for questions and inquiries concerning the RFP is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the RFP and will be posted on the UH Bidding Opportunities webpage, which can be found here: [https://uhnj.org/purchweb/vendors/vendor\\_current\\_bid.htm](https://uhnj.org/purchweb/vendors/vendor_current_bid.htm)



#### 1.4.2. Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP. **Notice to Bidders:** It is the responsibility of all potential bidders to check UH's web site [www.uhnj.org/purchweb/](http://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. As such, all bid proposals are generally available for public inspection after contract award.

If a bidder believes that information contained in a submission should be exempt from public disclosure, the bidder should designate the information as such for the Hospital's consideration. UH reserves the right to make the final determination and will advise the bidder accordingly.

In the event of a challenge to the bidder's designation of confidential/proprietary materials, the bidder shall have sole responsibility 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, Certification Regarding Prohibited Activities in Russia or Belarus, and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

#### 1.4.9. Diverse and Local Contracting

University Hospital seeks to encourage and afford opportunities to diverse and local suppliers, while ensuring that it receives the highest quality products and services at the most economical costs. University Hospital also encourages all Contractors to subcontract with small, diverse and/or local firms when feasible. Any bidder intending to subcontract with such firms should submit a plan for fulfilling this objective using the attached Diversity Subcontractor Utilization Plan. Upon contract award, any Contractor that submitted such Plan shall be required to report all payments made to small, diverse and/or local business subcontractors to UH's Office of Supplier Diversity and Vendor Development using the attached Diversity Subcontractor Utilization Report.

#### 1.4.10. Bid Bond

Not applicable to this contract.

#### 1.4.11. HIPAA Compliance

Not applicable to this contract.

#### 1.4.12. Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. This requirement extends to all named subcontractors. Proof of bidder's and subcontractors' valid business registration should be submitted by a bidder with its bid proposal. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

##### 1.4.12.1. Definitions

For the purpose of the section, the following definitions shall apply:

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the

control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or University Hospital, any county college, or any local unit.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

#### 1.4.12.2. Requirements Regarding Business Registration Form

A contractor should submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Executive Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

#### 1.4.13. 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 and UH’s Contract Term Sheet.

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

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

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

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

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

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

“President” – University Hospital, President.

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

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

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

“Should” – Denotes that which is recommended, not mandatory.

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

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

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

### 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 on a separate sheet identifying the Section # and Name in Section 7.4 of the RFP.**

**The inability of a bidder to fulfill a required specification may result in the proposal being deemed non-responsive and rejected without further evaluation.**

#### **Required Services- General**

The A/E firms will be pre-qualified to provide Professional A/E Services to UH which may include, but are not limited to, feasibility studies, code analysis, computer-aided drafting and modeling, space planning, schematic design, interior design, mechanical, electrical, plumbing and fire sprinkler systems design, technology (A/V, communications, teledata, security), peer review of designs by others, specification of furniture fixtures and equipment, existing conditions reports, scheduling, commissioning, claims analysis, construction cost estimating, construction document preparation, bid phase assistance, NJDCA permit filing & expediting, construction phase administration, commissioning, and project close-out services.

The scope of services may vary according to individual project requirements, facility type, and as determined by UH. Firms may seek qualified sub-consultants and utilize same for any work scope for which they do not possess in-house expertise.

#### **3.1.1 Fee Ranges**

University Hospital has split projects into anticipated ranges of fees involving four (4) ranges. These ranges of fees are not intended to be exact ranges, but rather to describe anticipated or estimated fees. Pre-qualified firms are not limited to any single range. A firm may be pre-qualified in one, all or any number of fee ranges. Fee ranges exclude reimbursable expenses.

#### **3.1.2 Fee is anticipated to be less than \$100,000**

The fee for all A/E services for the project, including specialty sub-consultants, is anticipated to be less than \$100,000. Feasibility studies, code analysis, and small-scale or simple renovations typically are completed for less than \$100,000.

**3.1.3** Fee is anticipated to be between \$100,001 and \$250,000

The fee for all A/E services for the project, including specialty sub-consultants, is anticipated to be greater than \$100,001, but less than \$250,000. Feasibility studies and small-scale or simple renovations typically are completed for less than \$250,000.

**3.1.4** Fee is anticipated to be between \$250,001 and \$500,000

The fee for all A/E services for the project, including specialty sub-consultants, is anticipated to be greater than \$250,000, but less than \$500,000. Moderate to medium-scale renovations, utility work, and complicated engineering efforts are typically completed for fees within this range.

**3.1.5** Fee is anticipated to be \$500,001 and above

The fee for all A/E services for the project, including specialty sub-consultants, is anticipated to be greater than \$500,001. Large-scale renovations, major infrastructure upgrades and specialized complex projects are usually completed for fees within this range.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.**

Y (Yes)  N (No)

**3.2 Delivery Method/Form of Agreement**

The work will proceed under an “Agreement Between Owner and Architect/Engineer for Schematic Design and Architectural Services (Attachment A), consistent with the terms and conditions of the Agreement (Attachment (B)). The Agreement will be modified as necessary to suit each particular project engagement. In addition to the executed Agreement, the Department of Purchasing Services will issue a Contract Term Sheet prior to the commencement date of the Contract.

PLEASE NOTE: By signing the RFP cover sheet, the bidder agrees to the terms and conditions of the Agreement.

A single firm may not be engaged through this selection process in more than three (3) active projects at any one time within a given fee range. If only one eligible firm is remaining in a project category, the UH reserves the right to utilize the pool of firms from any other fee range in addition to the one remaining firm for the basis of selection, or to waive the three-project cap.

For minor projects, under \$100,000 cost, that do not include construction administration functions, UH may, at its sole discretion, choose to issue just a Purchase Order and Contract Term Sheet to obtain said services. UH also reserves the right to waive the three-project cap for these minor projects.



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

Y (Yes)  N (No)

**3.3 Required Services- Related Information**

3.3.1 Time, when stated as a number of days, shall be calendar days including Saturdays, Sundays and holidays.

3.3.2 The A/E shall provide copies of all drawing and document files to the Facilities Planning, Management, and Construction Project Manager on flash drive, or similar electronic media at the closeout of the project. The files shall be provided at no additional expense to UH, and the Architect shall not be entitled to any release, indemnification or waiver as a condition of provision of files.

3.3.3 UH reserves the right to update technology requirement aspects of this RFP as appropriate advances are made within the industry. Such updates in technology requirements (e.g., the introduction and use of BIM) may be included in RFQs issued for specific projects as needed for those projects.

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

Y (Yes)  N (No)

**3.4 STANDARDS OF PERFORMANCE**

The areas detailed in this section of the RFP are the standards of performance, identified by University Hospital which the architectural / engineering firm must fulfill.

**3.4.1 Applicable Codes and Standards**

All projects' investigation, specifications, design, observations, and services shall be completed consistent with requirements of the New Jersey Uniform Construction Code. All project specifications and designs shall comply with requirements of Zurich Insurance Group.

On each project, the A/E shall identify other Codes, Standards, and Regulations that apply to the work, and shall ensure that any analysis and design undertaken complies with the identified Codes, Standards, and Regulations. Services shall be completed and in constant review and compliance with but not limited to the following:

3.4.1.1 Department of Community Affairs (DCA) State Building Unit requirements and DCA HealthCare Plan Review requirements.

3.4.1.2 New Jersey Department of Health and Senior Services regulations for licensed healthcare facilities.

3.4.1.3 DCA Best Practices for Commercial Buildings, including, but not limited to, Risk Analysis, Vulnerability Assessment and a Risk Management Plan.

3.4.1.4 New Jersey Higher Education Partnership for Sustainability (NJHEPS) High Performance Campus Design Guidelines posted on the NJHEPS web site.

(<http://www.njheps.org/projects/greenbuildings.htm>)

- 3.4.1.5 Best Practices for Creating High Performance Healing Environments, Green Guide for Healthcare web site. (<http://www.gghc.org/>)
- 3.4.1.6 New Jersey Storm Water Management, Freehold Soil Conservation and the Department of Environmental Protection Rules and Regulations.
- 3.4.1.7 Zurich Insurance Group requirements.
- 3.4.1.8 USGBC - LEED – Full cooperation with LEED agent including any required documentation for LEED Certification.
- 3.4.1.9 The A/E shall identify other Codes and Standards that apply to the work and shall ensure that any analysis and design undertaken complies with the identified Codes and Standards.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.**  
 Y (Yes)  N (No)

### **3.5 Plan Review**

Unless specifically identified on a project, all construction documents will be subject to review and approval by the Department of Community Affairs (DCA). DCA State Buildings Plan Review Unit (DCA/SBPR) and possibly the DCA HealthCare Plan Review Unit (DCA/HCPR) will review the documents. Permits and inspections for construction will be issued by DCA State Buildings Unit. UH is not subject to local zoning ordinances, however the Design Team may be required to make a courtesy presentation to the Local Planning Board and may be required to make presentations to Local, City Council, and/or Local Redevelopment Authority.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.**  
 Y (Yes)  N (No)

### **3.6 Qualifications of Bidder**

Bidders responding to this RFP must clearly demonstrate through their written quotation and demonstrated experience at similar projects as well as the capacity, capability and experience to successfully perform the required services described in this Request for Proposal. All Architects and/or Engineers must hold a current license to practice architecture or engineering in the State of New Jersey.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.**  
 Y (Yes)  N (No)

### **3.7 Method of Engagement**

When a requirement arises, the University Hospital Department of Support Services will estimate the cost of architectural engineering services; issue specifications to; and issue a

Request for Quotations (RFQ) to qualified architectural / engineering firms in the appropriate fee category with a firm deadline for submitting quotations. Solicited contractors must respond within the allotted timeframe.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7.**

\_\_\_\_\_Y (Yes) \_\_\_\_\_N (No)

#### 4. CONTRACTUAL TERMS AND CONDITIONS

##### 4.1. Contract Term and Extension Option

###### 4.1.1. Contract Term

The contract will be awarded for three (3) years, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

###### 4.1.2. Contract Extension Option

This contract may be extended for all or part of two (2) additional one (1) year periods. Any extension of this contract under this provision will be put into effect by mutual agreement between the University Hospital and the Contractor, with written notification being provided to the Contractor by the University Hospital. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

##### 4.2. Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Executive Director, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UH to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one hundred and twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UH.

##### 4.3. 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
- UH's Contract Term Sheet.

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

##### 4.4. Departure from Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if a change is a material departure from the bid

specifications or the terms and conditions of this RFP. The determination of material departure shall be in the sole discretion of University Hospital.

#### 4.5. Insurance

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

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

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

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$2,000,000 per occurrence/\$2,000,000 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; UH to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

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

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

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

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

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

#### 4.6. Contract Amendment

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

#### 4.7. Contractor Responsibilities

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

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

#### 4.8. Substitution of Staff

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

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

The Contractor shall forward a request to substitute staff to the Executive Director, through 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.

#### 4.9. Substitution or Addition of Subcontractor(s)

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

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

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

The Contractor shall forward a request to substitute/add a subcontractor to the Executive Director, through 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.

#### 4.10. Ownership of Material

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

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

#### 4.11. Data Confidentiality

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

#### 4.12. News Releases

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

#### 4.13. Advertising

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

#### 4.14. License and Permits

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

#### 4.15. Claims and Remedies

##### 4.15.1. Claims

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

As a matter of UH policy, 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 final.



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.

#### 4.15.2. Remedies

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

#### 4.16. Form of Compensation and Payment

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFQ pricing sheet. When applicable, invoices should reference the appropriate RFQ 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.

#### 4.17. Additional Work and/or Special Projects

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

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed

cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

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

#### 4.18. Option to Reduce Scope of Work

UH has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Executive Director shall provide advanced, written notice to the Contractor.

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

#### 4.19. Suspension of Work

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

#### 4.20. Change in Law

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

#### 4.21. Performance Bond

No performance bond is required under this contract.

#### 4.22. Late Delivery and Liquidated Damages

Not applicable under this contract.

#### 4.23. Retainage (Sample)

Not applicable under this contract.

#### 4.24. Diverse and Local Subcontractor Utilization Report

University Hospital encourages all Contractors to subcontract with small, diverse and local firms. Upon contract award, the Contractor shall report all payments made to small, diverse and local business subcontractors to the UH Office of Supplier Diversity and Vendor Development. Reports must be submitted quarterly within 45 days of the close of each calendar quarter using the attached Diverse and Local Subcontractor Utilization Report.

#### 4.25. 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 (Corzine), 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 [http://.uhnj.org/purchweb/employees/employ36\\_forms\\_policies.htm](http://.uhnj.org/purchweb/employees/employ36_forms_policies.htm).

##### 4.25.1. 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.

#### 4.26. 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](http://www.elec.state.nj.us).

#### 4.27. Federal and State Laws and Regulations Regarding Healthcare

University Hospital is committed to compliance with all federal and state laws and regulations regarding the delivery of 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 in this RFP. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. 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) or Flash drive (USB).** 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.

### 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 four (4) sections as indicated below.

## 5.5. Section 1 – Forms

### 5.5.1 Ownership Disclosure Form

The bidder must complete the attached Ownership Disclosure Form. 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](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 Diverse and Local Subcontracting

The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers they plan to use and the estimated subcontracting amounts.

### 5.5.4 Bid Bond

Not applicable under this contract.

### 5.5.5 Business Associate Agreement

Not applicable under 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 the Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by the Purchasing Services will be deemed ineligible for contract award. Under any circumstance, the Purchasing Services will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

#### 5.5.7 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 should 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: [http://www.uhnj.org/purchweb/employees/employ36\\_forms\\_policies.htm](http://www.uhnj.org/purchweb/employees/employ36_forms_policies.htm).

#### 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 will preclude the award of a contract to Bidder. See Section 9 of this RFP for the form. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here:

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

The form may be found here:

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

#### 5.5.9 Certification Regarding Prohibited Activities in Russia or Belarus

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not engaging in prohibited activities in Russia or Belarus, as defined by P.L.2002, c. 3, sec. 1(e). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. The form may be found here:

<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>

A Bidder which is engaged in activities prohibited by P.L. 2022, c. 3 shall not be eligible for award of this contract. Further, a Contractor engaged in prohibited activities shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Contractor does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, University Hospital shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the hospital that were issued on or after the effective date of P.L. 2022, c. 3, March 9, 2022.

## 5.6 Section 2 – Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should contain at least the following information:

### 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. The plan should include the bidder's approach to communicate with UH, including, but not limited to, status meetings, status reports, etc.

### 5.6.3 Contract Schedule

Not applicable to this contract. Contract schedules may be required in specific project proposals.



#### 5.6.4 Implementation Plan

Not applicable to this contract. Implementation plans may be required in specific project proposals

#### 5.6.5 Budget

Not applicable to this contract. Project budgets may be required in specific project proposals

#### 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.

### 5.7 Section 3 – Organizational Support and Experience

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.

#### 5.7.1 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.

#### 5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

#### 5.7.3 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 the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include

the name and address of each reference together with a person to contact for a reference check and telephone number.

#### 5.7.4 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.

#### 5.7.5 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.

#### 5.7.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of **current and recent** contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability 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.

A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

#### 5.7.7 Financial Capability of the Bidder

The bidder should provide proof of its financial capabilities 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.

#### 5.7.8 Diversity Status of Bidder

5.7.8.1 The bidder should provide evidence of its certification as a small, minority, women, LGBT, or veteran owned business entity, if applicable.

5.7.8.2 The bidder should provide evidence of its status as a local (Newark or Primary Service Area) business enterprise, if applicable.

5.7.8.3 The bidder should provide the percentage of its total contracting and procurement spend for the prior year which was spent with small, women, minority and veteran-owned business enterprises, and with local business enterprises.

5.7.8.4 The bidder should indicate the percentage Bidder will subcontract, if any, with certified small, women, minority and veteran-owned business enterprises and with local business enterprises should it be awarded this contract. The bidder should complete the attached Diversity Subcontractor Utilization Plan indicating the suppliers it plans to use and the estimated subcontracting amounts.

#### 5.7.9 Subcontractor(s)

5.7.9.1 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.

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

5.7.9.3 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.

5.7.9.4 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.

#### 5.8 Diversity Subcontractor(s)

5.8.1 UH encourages all suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.

5.8.2 Bidders which intend to subcontract should submit with their proposal the attached Diversity Sub-Contractor Utilization Plan listing the subcontractors proposed and the expected subcontract value.

5.8.3 The bidder should include in its proposal detailed descriptions of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

#### 5.9 Section 4- Cost Proposal

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

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

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

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

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

## 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 elaborate on its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. 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 bidder's status as a certified small, minority-owned, women-owned, veteran-owned, LGBT-owned, or Local Business Enterprise, and its declared intent to engage diverse and local subcontractors.

6.3.6 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.

6.3.7 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 RIGHT TO WAIVE

The Executive Director reserves the right to waive minor irregularities. The Executive Director also reserves the right to waive a requirement provided that:

- (1) The requirement is not mandated by law;
- (2) All of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) In the sole discretion of the Executive Director, the failure to comply with the mandatory requirement does not materially affect the procurement or UH's interests associated with the procurement.

## 6.6 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 price. 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.**

#### 6.7 Contract Award

The contract shall be awarded with reasonable promptness by written notice to those responsible bidders whose bids, 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.

#### 6.8 Bidder's Option to Challenge the Bid Specification or Contract Award

Except in cases of emergency, under current UH policy, a bidder may challenge the bid specification or a proposed contract award.

For a protest of bid specification, the challenge must be received by the UH buyer of record with a copy to the Executive Director of Supply Chain Management ("Executive Director") no later than 5:00PM EPT on the second business day after the close of the question and answer period. Any protest of bid received after the deadline shall be rejected as untimely, and the Hospital shall proceed to evaluate all proposals timely received under this RFP.

A bidder's protest of award must be submitted to the buyer of record with a copy to the Executive Director within ten (10) business 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 has 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 bidders 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 timely protest of bid or 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.



A timely filed protest will be reviewed and addressed with reasonable promptness. If deemed necessary by the Executive Director, a hearing may be held on the merits of the protest. In all cases, the Executive Director will notify the bidder of any process or filing requirements and the final determination thereof.

**7 BIDDER’S DATA SHEETS (FORMS TO BE COMPLETED BY BIDDER)**

**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 alternative which may substitute the requirement.

Section 3.1

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Section 3.2

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Section 3.3

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Section 3.4

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Section 3.5

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Section 3.6

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Section 3.7

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**8.0 PRICE SHEET AND SUPPORTING DETAIL (RFP #UH-P23-009) Page 1 of 2**

Please provide a schedule of standard hourly billing rates for employees, consultants, subcontractors, etc. which will be used for Request For Quotations (RFQ) under this RFP. The positions include but are not limited to:

	<u>Hourly Rate</u>
Principle	\$ _____
Partner	\$ _____
Senior Partner	\$ _____
Associate Partner	\$ _____
Project Ardhitect	\$ _____
Project Manager	\$ _____
Project Engineer	\$ _____
Structural Engineer	\$ _____
M/E/P Engineer	\$ _____
Interior Designer	\$ _____
Draftsperson	\$ _____
Administrative	\$ _____

**All hourly rates will be held for the entire term of the contract ( initial 3 year term and years 4 and 5 should the contract be extended).**

Firm Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person Name / Telephone: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**8.0 PRICE SHEET AND SUPPORTING DETAIL (RFP #UH-P23-009) Page 2 of 2**

Please provide a schedule of standard hourly billing rates for employees, consultants, subcontractors, etc. not listed on Page 1 of the Price Sheet which will be used for Request For Quotations (RFQ) under this RFP.

**All hourly rates will be held for the entire term of the contract ( initial 3 year term and years 4 and 5, should the contract be extended).**

<u>Title:</u>	<u>Hourly Rate</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

## 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".
- Ownership Disclosure Form – Attached

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

- Certificate of Employee Information Report:  
[http://www.uhnj.org/purchweb/documents/Complete-AA\\_%20Supplement.pdf](http://www.uhnj.org/purchweb/documents/Complete-AA_%20Supplement.pdf)
- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions (Ownership Disclosure) Form  
[http://www.uhnj.org/purchweb/vendors/vendor\\_06\\_E0134.htm](http://www.uhnj.org/purchweb/vendors/vendor_06_E0134.htm)
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:  
<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- Certification Regarding Prohibited Activities in Russia or Belarus:  
<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>
- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form [http://www.uhnj.org/purchweb/words\\_download/W-9.pdf](http://www.uhnj.org/purchweb/words_download/W-9.pdf)
- Standard Terms & Conditions

**OWNERSHIP DISCLOSURE FORM**

Name of Firm: \_\_\_\_\_

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If addition space is necessary, provide on an attached sheet.

Name	Home Address	Date of Birth	Office Held	Ownership Interest

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to UH, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

Name	Home Address	Date of Birth	Office Held	Ownership Interest

**COMPLETE ALL QUESTIONS BELOW**

Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes complete and attach a separate disclosure form reflecting previous ownership interests.) Yes \_\_\_\_\_ No \_\_\_\_\_

Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) Yes \_\_\_\_\_ No \_\_\_\_\_

Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or Contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) Yes \_\_\_\_\_ No \_\_\_\_\_

Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) Yes \_\_\_\_\_ No \_\_\_\_\_

Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) Yes \_\_\_\_\_ No \_\_\_\_\_

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. (Print or Type)

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## **University Hospital Supplier Diversity and Vendor Development Program**

It is the policy of University Hospital to encourage and afford contracting opportunities for diverse and local suppliers while ensuring that it receives the highest quality products and services at the most economical cost. The UH Supplier Diversity Program is founded on the principles of fair and equitable business practices and social responsibility to the communities we serve. We are committed to be a valuable, contributing member of those communities. Supplier diversity is an important part of that commitment.

A wide range of suppliers is needed to support University Hospital's clinical and business operations. Through our Supplier Diversity Program, we are dedicated to diversifying our supplier base to include minority-owned, women-owned, veteran-owned, LGBT-Owned, small, and local businesses wherever possible. We actively seek to include diverse suppliers in bidding opportunities wherever possible.

A Diverse Supplier is a University Hospital supplier certified as one of the following:

- **Minority Business Enterprise (MBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned by African Americans, Hispanic Americans, Native Americans, Asian Indian Americans or Asian Pacific Americans. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: National Minority Supplier Development Council (NMSDC); National Minority Business Council (NMBC); NY/NJ Minority Supplier Development Council; US Pan Asian Chamber of Commerce (USPAACC).
- **Woman Business Enterprise (WBE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a woman or women of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the Women's Business Enterprise National Council (WBENC).
- **Veteran Business Enterprise (VBE)** – An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by one or more individuals who have performed active service in one of the United States armed services and have been honorably discharged. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the following organizations: US Department of Veteran Affairs (VA); National Veteran Business Development Council (NVBDC).
- **LGBT Business Enterprise (LGBTE)** - An enterprise presently located in the United States or its trust territories that is at least 51% owned, controlled, and operated by a gay, lesbian, bisexual or transsexual individual of US citizenship. Individual(s) must be involved in the day-to-day management of the business. Certification is provided by the National LGBT Chamber of Commerce (NGLCC)
- **Small Business Enterprise (SBE)** - A small business (as defined pursuant to Section 3 of the Small Business Act) presently located in the United States or its trust territories. The

Small Business Act states that a small business concern is "one that is independently owned and operated, and which is not dominant in its field of operation." The law also states that in determining what constitutes a small business, the definition will vary from industry to industry to reflect industry differences accurately. Verification is provided by The Small Business Administration, and New Jersey Department of Treasury, Division of Revenue, which maintains the NJSAVI Database.

- **Local Business Enterprise (LBE)** - An enterprise with its headquarters or significant business operations physically located in Newark, NJ or University Hospital's Primary Service Area, which includes, in addition to Newark, Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

University Hospital has established a goal of awarding 15% of all contracts to diverse and local suppliers. To that end, UH will:

- Actively seek out and solicit the participation of diverse and local suppliers in all procurement activities where feasible.
- Prequalify and register diverse and local suppliers through the UH Supplier Diversity Portal.
- Provide vendor education and training opportunities to help diverse and local suppliers better understand how to meet the hospital's business needs.
- Seek to remove barriers to diverse and local suppliers, and appropriately weigh diversity in evaluating bidder proposals.
- Challenge our suppliers to make good faith efforts to seek out and provide contracting opportunities to and document the use of second tier diverse and local suppliers.



**Diversity Sub-Contractor Utilization Plan**  
 (Submitted with Bidder's Proposal, if applicable)

Prime Vendor	Project Name
Date	Contract Number
Project Coordinator	
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Print Name

\_\_\_\_\_  
 Print Title

\_\_\_\_\_  
 Signature

**Diversity Sub-Contractor Utilization Report**

(Submitted Quarterly During the Term of Awarded Contract, if applicable)

Prime Vendor	Project Name
Date	Reporting Period: Year _____ Quarter _____
Project Coordinator	Contract Number
Representative	Phone #
Street Address	
City, State	

Prime Vendor Representative - Please fill in the following sub-contractor information. List diversity subcontractor vendor type as follows: MBE; WBE; VBE; SBE; Local. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
Expected Payments to Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Prepared By: \_\_\_\_\_ Phone #: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

Return to: UH Executive Director of Supply Chain  
65 Bergen Street, 12<sup>th</sup> Floor  
Newark, New Jersey 07103

**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.

This contract is subject to the New Jersey Contractual Liability Act N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act N.J.S.A. 59: 1-1, et seq.

1.3. Compliance – Codes

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

1.4. Compliance Obligations

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

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

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and University Hospital" available at

[http://www.uhnj.org/compliance/docs/8\\_16\\_2013/umdnj09252009.pdf](http://www.uhnj.org/compliance/docs/8_16_2013/umdnj09252009.pdf) shall comply with University Hospital's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

1.5. Anti-Discrimination

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

1.6. The Worker and Community Right to Know Act

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

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

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

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

1.8. Corporate Authority

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

1.9. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of University Hospital through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act.

The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

1.10. Ownership Disclosure

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

**2. 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 uncopied 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 \$2,000,000 per occurrence/\$2,000,000 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.

#### 5.7. 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 Material Safety Data (MSD) sheets), 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 or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such University Hospital director, officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such director, officer or employee has an interest within the meaning of N.J.S.A. 52:130-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University Hospital director, officer or employee from any bidder or contractor shall be reported in writing forthwith by the bidder or contractor to the UH Office of Ethics and Compliance.

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 contract 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: \_\_\_\_\_

UNIVERSITY HOSPITAL RFP # P23-009

Request for Proposals for Professional Architectural/ Engineering/Construction Consulting  
Services

**ATTACHMENT A**

**AGREEMENT BETWEEN OWNER AND ARCHITECT**  
**For Schematic Design and Architectural Services**

The Agreement listed above is enclosed following this page.

**Agreement Between Architect/Engineer and the  
University Hospital  
For Architectural / Engineering Services**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of XXXX in the year of Two Thousand and Twenty XXXX by and between University Hospital, an independent instrumentality 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 "Architect/Engineer"), to perform professional services for the following Project ("Project"):

Project Name in accordance with the Owner's Request for Proposal #UH-P23-009 and all conditions stated therein ("RFP"), and the Architect/Engineer's Request For Quotation (RFQ) responses thereto dated \_\_\_\_\_.

IN CONSIDERATION of the terms and conditions contained herein, the Owner and Architect/Engineer agree as follows:

**ARTICLE 1  
Architect/Engineers Services and Responsibilities**

**1.1 Basic Services**

**1.1.1** The Architect/Engineer, 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 Architect/Engineer's Basic Services consist of the services described in this Agreement and include, but are not necessarily limited to, Request For Quotation (RFQ) responses thereto dated June 2, 2022 and June 13, 2022 and all conditions stated therein ("RFQ"), and in other reports supplied to the Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer shall make the following personal appearances and contacts and shall perform the following related services as part of Basic Services:

**1.1.3.1** Architect/Engineer 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.

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

**1.1.3.2** Architect/Engineer 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. Architect/Engineer shall prepare any exhibits or documents required for presentation at such meetings and shall testify or act as a spokesperson, as required. Architect/Engineer shall issue minutes of these meetings to the Owner within five (5) working days of the meeting. The Architect/Engineer shall follow-up on any requests, as necessary.

**1.1.4** The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.

**1.1.5** The Architect/Engineer shall immediately remove from the Project, whenever requested to do so by the Owner; any employee, agent or Subcontractor of Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer shall provide six (6) sets of its reports to the Owner for approval.

**1.1.8** The Architect/Engineer shall document the applicable requirements necessary for the various Project functions or operations.

**1.1.9** The Architect/Engineer 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** Architect/Engineer shall prepare and submit a certified statement to Owner stating that Architect/Engineer 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** Architect/Engineer shall complete the scope of work within the timeline provided in the Architect/Engineer's RFQ response.

## **ARTICLE 2**

### **Additional Services**

**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 Architect/Engineer 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 Architect/Engineer, or to be determined by the hourly fees submitted by the Architect/Engineer for additional services in Architect/Engineer'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 Architect/Engineer, 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 Architect/Engineer and shall render decisions and advise the Owner pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect/Engineer'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 Architect/Engineer. If such data is required by the Architect/Engineer and is not available from the Owner, the Architect/Engineer shall contract directly for such services. The Architect/Engineer 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**

#### **Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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. Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer. The Owner, upon the discovery of any error, omission or breach, shall give written notification thereof to the Architect/Engineer. The Owner may withhold a portion of payments due to the Architect/Engineer 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 Architect/Engineer and/or the Architect/Engineer'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 Architect/Engineer 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 Architect/Engineer.

## **ARTICLE 5**

### **Reimbursable Expenses**

**5.1** Reimbursable expenses to the Architect/Engineer are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer's technical employees and professional Architect/Engineers 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 Architect/Engineer'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 Architect/Engineer's use for coordination with its Architect/Engineers 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 Architect/Engineer to maintain Project Schedule.

**5.1.5** Postage and express courier service are allowable reimbursable expenses.

## **ARTICLE 6**

### **Payment to the Architect/Engineer**

**6.1** Owner shall pay Architect/Engineer a lump sum fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Basic Services (Paragraph 1.2) and includes reimbursable expense under this Agreement.

**6.2** University Hospital's payment terms are net 45 (forty-five) days.

**6.3** Final payment to the Architect/Engineer shall not relieve the Architect/Engineer of any contractual responsibilities.

**6.4** Unless otherwise provided herein, the Architect/Engineer 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 Architect/Engineer. Upon receipt of such notice, unless otherwise directed, the Architect/Engineer 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 Architect/Engineer's records pertaining to this Project. Upon such termination, the Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer, 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 Architect/Engineer to be unsatisfactory or in non-compliance with this Agreement. Upon receipt of such notice of termination, Architect/Engineer shall immediately discontinue all services hereunder and shall be entitled to compensation as provided in paragraph 7.1.

**7.3** In the event of Architect/Engineer'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 Architect/Engineer is a sole proprietorship, upon seven (7) Days written notice to the firm.

**7.3.2** When the Architect/Engineer 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, Architect/Engineer shall immediately discontinue all services hereunder and shall be entitled to compensation as provided in paragraph 7.1.

**7.4** The Architect/Engineer 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 Architect/Engineer shall immediately cease all services hereunder, except as necessary to secure the Project and Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer'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 Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer's services under this Agreement are terminated for any reason. Any re-use without specific written verification or adaptation by the Architect/Engineer will be at the Owner's sole risk and without liability or legal exposure to the Architect/Engineer by the Owner or to the Owner by the Architect/Engineer.

## **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 courts 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 Architect/Engineer. 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 Architect/Engineer 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 Architect/Engineer, 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 Architect/Engineer

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 Architect/Engineer is given notice.

## **ARTICLE 12**

### **Other Architect/Engineers or Services**

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

**12.2** Notwithstanding anything to the contrary in paragraph 12.1, if it is determined that the services of other Architect/Engineers are required for the Project, the Owner reserves the right to directly hire any such Architect/Engineer or to require bidding for the Architect/Engineer services. In the event that Owner exercises this right, upon request of the Owner, the Architect/Engineer 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 Architect/Engineer in the Construction Documents. The Architect/Engineer shall be liable and responsible for the cost of any changes to the Work necessitated by its errors and omissions. The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.

## **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, Architect/Engineer 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 Architect/Engineer relating to its performance and that of its subArchitect/Engineers 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 Architect/Engineer for its Project services.

**15.2** Architect/Engineer 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. Architect/Engineer'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 Architect/Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subArchitect/Engineer agrees that Owner, and any of its duly authorized designees, shall, until the expiration of ten (10) years after final payment to the Architect/Engineer under the subcontract, have access to and the right to examine any records related to the subArchitect/Engineer's performance under the subcontract and that the failure of the subArchitect/Engineer 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 payments or overpayments are discovered as a result of any audit conducted by the Owner, or its designee, Architect/Engineer shall be notified by Owner in writing. Architect/Engineer agrees to repay Owner for any unsubstantiated payment or overpayment within thirty (30) Days of such notice or, if Architect/Engineer fails to make such payment, Owner, in addition to other rights in law or equity, may deduct such unsubstantiated payment or overpayment from any payments owed to Architect/Engineer. 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, Architect/Engineer 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 Architect/Engineer shall assume all responsibility for its actions and those of its employees, agents, servants and Architect/Engineers while engaged in any activity connected with this Agreement. The Architect/Engineer shall procure and maintain at Architect/Engineer's sole expense, sufficient insurance to protect the Architect/Engineer and Owner from any loss, damage, expense, property damage or bodily injury claims arising out of the performance of this Agreement. Architect/Engineer 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 \$1,000,000.00 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, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage.

**16.1.4** Professional Liability Policy with minimum limits of \$1,000,000.00 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 coverages required under this Agreement are the minimum amount and types required and shall not in any way limit Architect/Engineer'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 Architect/Engineer fails to maintain the insurance as specified herein.

## **ARTICLE 17**

### **Indemnification**

**17.1** The Architect/Engineer 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 Architect/Engineer, 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer'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 Architect/Engineer shall be liable to the Owner for any reasonable costs incurred by the Owner to correct, modify or redesign any drawings submitted by the Architect/Engineer 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 Architect/Engineer, its agents, servants or employees. The Architect/Engineer shall be given reasonable opportunity to correct any deficiencies.



**17.4** The Architect/Engineer agrees that any approval by the Owner of the services rendered by the Architect/Engineer shall not operate to limit the obligations of the Architect/Engineer assumed in this Agreement. Furthermore, the Architect/Engineer agrees that the provisions of this indemnification shall in no way limit the Architect/Engineer'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 Architect/Engineer's obligation to defend, indemnify and hold harmless hereunder shall survive the termination and term of this Agreement.

**17.6** The Architect/Engineer shall give prompt notice to the Owner of all losses, damages or injuries to persons or property of the Owner, Architect/Engineer 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 Architect/Engineer 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. Architect/Engineer shall not discriminate against any employee or subcontractor who is employed by Architect/Engineer 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.C.S.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 Architect/Engineer will comply with the non-discrimination requirements set forth in Paragraph 13.11 of the General Conditions 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 Architect/Engineer agrees as follows:

**18.2.1** The Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer and its subcontractors agree to attempt in good faith to employ 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer if it has presented evidence of a federally approved or sanctioned Affirmative Action Program.

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

**18.3** New Jersey Prevailing Wage Act. Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer falls behind in meeting any of said milestone dates the Architect/Engineer 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 Architect/Engineer to meet the next milestone date.

**19.1.2** Failure of the Architect/Engineer to meet any of the time limits set forth in this Agreement, including said milestone dates, or failure by the Architect/Engineer 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 Architect/Engineer neglects, refuses or otherwise fails to complete its services within the time periods specified herein, the Architect/Engineer shall be liable to the Owner for the sum of **[Not applicable to this contract.]** per day for each day that the services remain incomplete.

**19.3** Architect/Engineer 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 Architect/Engineer to Owner as liquidated damages may be deducted by the Owner from any sums due or to become due to the Architect/Engineer.

## **ARTICLE 20**

### **No Damages for Delay**

**20.1** If the Architect/Engineer is delayed in the completion of its services by any act, neglect or default of the Owner, Construction Manager or any other Architect/Engineer 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 Architect/Engineer's control, or by any cause which the Owner determines to justify the delay, Architect/Engineer 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, Architect/Engineer 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 Architect/Engineer fails to give such notice within the five (5) Day time period, Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.

**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 Architect/Engineer 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 Architect/Engineer. Architect/Engineer 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 Architect/Engineer, 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 Architect/Engineer 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 officer 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 Architect/Engineer for its responsibilities under this Agreement. Architect/Engineer 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 (ARCHITECT/ENGINEER):

FOR UNIVERSITY HOSPITAL  
(OWNER):

\_\_\_\_\_

XXXXXXXXXX

Title: \_\_\_\_\_

Title: XXXXXX

University Hospital

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MAD/kjc  
Jbj 11/1/22



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-P23-009.
3. Agreement Between Architect/Engineer and the University Hospital For Architectural / Engineering Services for the \_\_\_\_\_.
4. Owner's Request For Quotation (RFQ) for Architectural / Engineering Services for the \_\_\_\_\_.
5. Reports supplied by Owner to the Architect/Engineer for the Project.
6. Architect/Engineer's Response to the Owner's RFQ.
7. General Conditions of RFP #UH-P23-009.

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.



UNIVERSITY HOSPITAL RFP # P23-009

Request for Proposals for Professional Architectural/ Engineering/Construction Consulting Services

**ATTACHMENT B**

**GENERAL CONDITIONS FOR THE CONTRACT FOR  
CONSTRUCTION**

**For Construction with a General Contractor**

The General Conditions listed above are enclosed following this page.

UNIVERSITY HOSPITAL RFP # P23-009

Request for Proposals for Professional Architectural/ Engineering/Construction Consulting Services

RFP # P22-013

**ATTACHMENT C**

**FEE RANGE MATRIX**

The Fee Range Matrix is enclosed following this page.

**ATTACHMENT C**

**RFP #UH-P23-009**

This Sheet is Page 1 of 2 of ATTACHMENT C

This Sheet addresses ARCHITECTURAL Projects

**\*\* Complete either Table 1 or Table 2\*\***

<b>TABLE 1- Indicate "yes" or "no" for each fee range below; bidder may indicate interest for any number of the following choices</b>	<b>yes</b>	<b>no</b>
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ARCHITECTURAL PROJECTS WITH FEES LESS THAN \$100,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ARCHITECTURAL PROJECTS WITH FEES RANGING FROM \$100,001 TO \$250,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ARCHITECTURAL PROJECTS WITH FEES RANGING FROM \$250,001 TO \$500,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ARCHITECTURAL PROJECTS WITH FEES RANGING FROM \$250,001 AND ABOVE FOR ANY ONE PROJECT		

**\*\* or \*\***

<b>TABLE 2</b>	<b>yes</b>
THE FIRM IS <b>NOT</b> INTERESTED IN BEING CONSIDERED FOR ARCHITECTURAL PROJECTS	

Firm Name: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT C**

**RFP #UH-P23-009**

This Sheet is Page 2 of 2 of ATTACHMENT C

This Sheet addresses ENGINEERING Projects

**\*\* Complete either Table 1 or Table 2\*\***

<b>TABLE 1- Indicate "yes" or "no" for each fee range below; bidder may indicate interest for any number of the following choices</b>	<b>yes</b>	<b>no</b>
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ENGINEERING PROJECTS WITH FEES LESS THAN \$100,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ENGINEERING PROJECTS WITH FEES RANGING FROM \$100,001 TO \$250,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ENGINEERING PROJECTS WITH FEES RANGING FROM \$250,001 TO \$500,000 FOR ANY ONE PROJECT		
THE FIRM IS INTERESTED IN BEING CONSIDERED FOR ENGINEERING PROJECTS WITH FEES RANGING FROM \$250,001 AND ABOVE FOR ANY ONE PROJECT		

**\*\* or \*\***

<b>TABLE 2</b>	<b>yes</b>
THE FIRM IS <b>NOT</b> INTERESTED IN BEING CONSIDERED FOR ENGINEERING PROJECTS	

Firm Name: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**AFFIRMATIVE ACTION DOCUMENTATION**

Dear Vendor:

As a State instrumentality, 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, you must 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

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ARCHITECTURAL/ENGINEERING AND CONSTRUCTION CONSULTING SERVICES

RFP # UH-P23-009

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Rev. 2.23.2022