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Purchasing Services

**REQUEST FOR PROPOSAL (RFP)**

**TITLE:** AIR HANDLER OVERHAUL SERVICES  
**RFP NUMBER:** UH-P24-010  
**DATE ISSUED:** November 28, 2023  
**DATE PRE-BID/  
QUESTIONS DUE:** December 12, 2022  
**DUE DATE:** January 23, 2024 By: 2:00 PM  
**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: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
FED. TAX ID: \_\_\_\_\_

BIDDER REPRESENTATIVE:  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
\_\_\_\_\_  
BIDDER'S AUTHORIZED SIGNATURE

## **PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # P24-010 for AIR HANDLER OVERHAUL 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/offeree 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/offeree 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.

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 purpose of this RFP is to select one company to contract with UH to provide air handler unit (AHU) overhaul services. UH is interested in receiving proposals from qualified HVAC Contractors that can provide all the required services as detailed in section 3.0 Scope of Work.

#### **1.1.2. Intent**

It is the intent of this contract to overhaul forty-four (44) AHUs to restore the efficiency and performance of each air handler unit to its original design, therefore extending the life of the unit. The awarded contractor shall supply all materials, labor, equipment, and services needed to complete the AHU overhauls.

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

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

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

DATE: December 12, 2023

TIME: 9:00 AM

LOCATION: University Hospital, D-Level Conference Room D230, 150 Bergen Street, Newark, New Jersey.

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

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

**IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE**

**SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1**

1.3.3. Site-Visit

A Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to examine each of the AHUs to be overhauled. Due to the large number of AHUs to be evaluated, a two-day site visit will be scheduled.

The date, time and location are provided as follows:

DATE: December 12 & 13, 2023  
TIME: 9:00 AM  
LOCATION: To be discussed during Mandatory Pre-Bid

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

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

1.4. Additional Information for Bidders

1.4.1. Revisions to this RFP

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

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

1.4.2. Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP. **Notice to Bidders:** It is the responsibility of all potential bidders to check UH's 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, 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 procurement.

#### 1.4.11. HIPAA Compliance

This agreement involves the access to Protected Health Information. Thus, the willing bidder will be required to complete a Business Associate Agreement, consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) ("HITECH"), the Health Information Electronic Data Interchange Technology Law (HINT), and associated federal rules and regulations. This requirement is a precondition of entering into a valid and binding contract. Further, the Contractor agrees that throughout the term of its agreement with University Hospital, the Contractor shall be in full compliance with these laws and the regulations implementing them, and that all requirements set forth in the regulations are deemed incorporated as material terms of its agreement with University Hospital as if fully set forth herein.

#### 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 SECTIONS. 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 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.**

#### 3.1 Project description

3.1.1 The Contractor shall provide all labor, materials, tools, and equipment to complete a comprehensive overhaul each of the 44 air handler units (AHU). The scope of services will vary according to individual AHU requirements. Attachment A provides information on each of the 44 units and a checklist that covers what must be accomplished for each unit.

3.1.2 All required subcontractors including but not limited to plumbing, electrical, low voltage, and Johnson Controls (JCI), UH's current BMS vendor, must be engaged by the contractor as necessary.

3.1.3 The Contractor must supply temporary AHUs to replace each AHU taken offline for service if needed to maintain temperature, humidity and airflow in the affected areas

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.  
\_\_\_\_Y (Yes) \_\_\_\_N (No)**

#### 3.2 Timeline

3.2.1 The project should be completed within eighteen (18) months from issuance of purchase order. Once the project has started, the Contractor shall work consistent consecutive weekdays until completion.

3.2.2 The Contractor shall provide adequate, qualified manpower to complete this scope of work within the allotted 18-month project schedule. Contractor must provide multiple crews if needed to meet schedule.

3.2.3 Weekly meetings shall be scheduled with representatives of the various departments involved, to review progress against plan, ensure that Project remains on schedule and to discuss the schedule for the following week.

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

Y (Yes)  N (No)

### 3.3 Hours of Operation

All work, including start-up of equipment, is to be performed between the hours of 8:00 AM and 4PM, Monday through Friday, unless directed otherwise by the UH Project Manager. (See 3.4.6).

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

Y (Yes)  N (No)

### 3.4 Required Services

3.4.1 The Contractor shall provide a schedule to the owner for each AHU.

3.4.2 All work must be compatible with the UH Building Management System (BMS). Johnson Controls (JCI) is UH's current BMS vendor.

3.4.3 The Contractor must traverse each AHU prior to work and traverse each AHU upon completion of work.

3.4.4 The Contractor must remove all air filters and replace them with equal or better (substitutions must be approved by UH).

3.4.5 The Contractor must clean related duct work from each AHU to each diffuser.

3.4.6 This project will require ICRA Level III/IV. The Contractor shall implement all required ICRA control measures. See Attachment B, Project Risk Assessment Form

3.4.7 The Contractor must repair and/or replace dampers and supply filters at the diffusers to prevent dust from coming into the rooms while cleaning.

3.4.8 The Contractor must supply temporary AHUs to replace each AHU taken offline for service if needed to maintain the temperature between 68- and 75-degrees Fahrenheit, and humidity between 30% and 60% for each area served by that AHU. If a temporary replacement AHU cannot be used, work may be required on nights and weekends.

3.4.9 The Contractor must maintain current air exchange rates for each area affected by the AHU that is being overhauled.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.**

Y (Yes)  N (No)

### 3.5 General Site Maintenance

3.5.1 The Contractor shall clean up, remove, and dispose of all debris associated with this work daily, in an owner supplied dumpster. The Contractor must maintain cleanliness of the property.

3.5.2 The Contractor must remove all cardboard to be crushed and removed from the site daily.

3.5.3 The Contractor is responsible for protecting the work of other trades from any damage caused by its own work force.

3.5.4 The Contractor shall be responsible for the repair and/or replacement of any damage caused by its own work force.

3.5.5 Contractor's vehicles must be parked only in designated areas. Any fees or fines are the Contractor's responsibility.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.**

Y (Yes)  N (No)

**3.6 General Responsibilities**

3.6.1 The Contractor shall become familiar with the site and point out any potential problems before starting each AHU unit overhaul.

3.6.2 The Contractor shall supply and maintain all required temporary lighting and/or extension cords required to perform the work. UH shall provide an electrical service within 200 feet from the Contractor's work area.

3.6.4 The Contractor must provide all necessary temporary facilities needed to carry out this work. Contractor must obtain permission from UH prior to locating any temporary facilities on site.

3.6.5 Placement of any sign on the site by the Contractor or its Sub-Contractors is not allowed without permission from UH.

3.6.6 Contractor must cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to UH.

3.6.7 The Contractor agrees that UH is not responsible for fire, theft, loss and/or vandalism of any of the Contractor's tools, equipment, materials, supplies and/or work in progress.

3.6.8 At any time during the term of this Contract when requested by UH, the Contractor shall provide evidence of compliance by himself and any or all of his Sub-Contractors with all requirements with respect to payments and rules and regulations under the Workers' Compensation Act. The Contractor shall conduct weekly safety meetings and supply appropriate paperwork to UH.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.**



Y (Yes)  N (No)

### 3.7 Applicable Codes and Standards

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

3.7.2 Applicable Codes and Standards include, but are not limited to the following:

- 3.7.2.1 Uniform Construction Code State of New Jersey, Title 5, Chapter 23, Subchapters 1-12.
- 3.7.2.2 Rehabilitation Subcode (NJAC 5:23-) NJLICC Subchapter 6.
- 3.7.2.3 Barrier Free Subcode: ICC/ANCI A117.1 (2017) (NJAC 5:23-7)
- 3.7.2.4 Building Subcode: International Building Code, NJ Edition (2021) Use Group 1-2 (NJAC 5:23-3.14).
- 3.7.2.5 Structural Subcode: International Building Code (2021).
- 3.7.2.6 Mechanical Subcode: International Mechanical Code: (2021) (NJAC 5:23 -3.20).
- 3.7.2.7 Fuel Gas Subcode: International Fuel Gas Code (2021) (NJAC 5:23-3.22)
- 3.7.2.8 Plumbing Subcode: The National Standard Plumbing Code (2021) (NJAC 5:23-3.15).
- 3.7.2.9 Electrical Code: The National Electrical Code NFPA 70 (2020) (NJAC 5:23-3.16).
- 3.7.2.10 Fire Alarm Code: The National Fire Alarm Code NFPA 72 (2014).
- 3.7.2.11 Fire and Life Safety Code: Life Safety Code NFPA 101 (2012) (NJAC 5:23-3.16).
- 3.7.2.12 Air Conditioning and Ventilation Systems – NFPA 90A (2012).
- 3.7.2.13 Energy Subcode: ASHRAE 90.1 (2019) (NJAC 5:23-3.18).
- 3.7.2.14 FGI “Guidelines for Design and Construction of Healthcare Facilities” (2022) (NJUCC, NJAC 5:23-3.2, NJDOH, NJAC 8:43-19.1(a)).
- 3.7.2.15 Installation of Sprinkler Systems NFPA 13-2019.

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

Y (Yes)  N (No)

### 3.8 Public Works Contract

This is a Public Works Contract, subject to the provisions of the New Jersey Prevailing Wage Act and the New Jersey Public Works Contractor Registration Act. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing

Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. Any questions regarding the registration process should be directed to The New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464 or: <http://lwd.dol.state.nj.us/labor/wagehour/wagehourindex.html>

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is part of this contract, except for any portion of the contract which is not within the contemplation of the Act. The bidder's signature on this proposal is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act and/or Public Works Contractor Registration Acts. The bidder's signature on the proposal is also its guarantee that it and any subcontractors it might employ to perform the work covered by this proposal will comply with the provision of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

The Contractor and any subcontractor employed to perform the work are required to pay applicable prevailing wage labor rates and the Contractor labor rates must be in accordance with the Department of Labor Prevailing Wage Act, where required. The Department of Labor, Wage and Salary Unit must be contacted for official Prevailing Wage Rate Determinations at 609-292-2259 or the Prevailing Wage Rates by county may be obtained by the contractor at the following web site: [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html)

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.**

**Y (Yes)**  **N (No)**

#### 4. SPECIAL CONTRACTUAL TERMS AND CONDITIONS

##### 4.1 Contract Term and Extension Option

###### 4.1.1 Contract Term

The contract will be awarded for two (2) 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 if necessary to complete the project. Any extension of this contract under this provision will be put into effect by mutual agreement between University Hospital and the Contractor, with written notification being provided to the Contractor by 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 extension shall 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 \$2 million/\$2 million.

- 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 RFP pricing sheet. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by UH before payment will be authorized.

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

#### 4.17 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 Safety Data Sheets

The Contractor is required to furnish safety data sheets (SDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to University Hospital's Project Manager. These sheets must list complete chemical ingredients including the percentage composition of each ingredient on the mixture (down to 0.1%), the chemical abstract services numbers for those substances listed any potentially hazardous products which may off gas during or flowing application. Failure to do so may constitute reason for termination of the contract.

## 4.26 Contractor's Personnel

### 4.26.1 Direct Management of Personnel

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

### 4.26.2 Employees of the Contractor

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

Contractor's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

### 4.26.3 Employee Conduct

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

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

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

The Contractor agrees that, upon request by University Hospital's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of University Hospital, guilty of improper conduct or who are not qualified or needed to perform the work

assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance.

University Hospital's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

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

#### 4.26.4 Criminal Background Check

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

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

#### 4.27 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).

#### 4.27.1 State Treasurer Review

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

#### 4.28 New Jersey Election Law Enforcement Commission Requirement

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the Contractor receives in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing

is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### 4.29 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 USB/Flash Drive.** 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 no more than 50 pages to one volume, if at all possible, with that volume divided into four (4) sections as indicated below. Additional pages as appendices will not count against limit.

### 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 [For contracts that include the exchange of PHI]

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>

## 5.6 Section 2 – Technical Proposal

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

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

### 5.6 Diversity Subcontractor(s)

5.6.1 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.

5.6.2 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.

5.6.3 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.

### 5.7 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.

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



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

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

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

## 6 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 overhaul of air handler eservices 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 that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UH, price and other factors considered. Any or all bids may be rejected when the Executive Director determines that it is in the public interest to do so.

#### 6.8 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 RESPONSE OF "NO" TO SCOPE OF WORK REQUIREMENTS BIDDER'S INFORMATION

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

### 7.1 Bidder's Gear-up and Transition Plan

All bidders, including any present or incumbent contractor(s) should submit a detailed gear-up and transition plan with their bid proposal. The plan should be designed to show University Hospital that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

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

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets. The plan should address, at a minimum, how the following issues will be handled:

#### 7.1.1 Gear-Up and Transition Timetable

Provide the bidder's gear-up and transitional plan. The plan should include a detailed timetable for gear-up and transition. The timetable should convince University Hospital that the new contract will be operational on the contract beginning date required. For evaluation purposes only, bidders should use a contract award date of \_\_\_\_\_ for the beginning of the gear-up and transitional period. The new contract should begin and be operational on \_\_\_\_\_.

#### 7.1.2 Recruitment and Orientation of Staff

The bidder's plan for recruitment, orientation of new staff and assignment of contractor's staff required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

#### 7.1.3 Staff Assigned to Contract

The bidder shall provide the number and qualifications of management, supervisory and other staff proposed by the bidder to provide the \_\_\_\_\_ Services including the number of hours and shifts each person will be assigned.

#### 7.1.4 Supervisory Personnel

Provide the bidder's plan for implementation and use of on-site supervisory staff during the gear-up, transitional period and duration of the contract. This plan should show all personnel that will be assigned to manage supervise and monitor your firm's transition to the new contract.

#### 7.1.5 Backup Staff

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

### 7.2 Bidder's Equipment, Materials and Supplies

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

### 7.3 Bidder's Management Information

#### 7.3.1 Management Overview

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

#### 7.3.2 Contract Management

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

#### 7.3.3 Contract Schedule

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

### 7.4 Listing of Potential Problems

The bidder should include a summary of any areas it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this RFP. The bidder should list problems, which the bidder, in its judgment, feels may become problems. It is



important for the bidder to convince University Hospital of its understanding of, and ability to solve, these problem areas.

1. List Potential Problem.
2. Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.
3. Give a specific recommendation on how to address and solve the problem.

## 7.5 Contact Information

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

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

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

## 7.6 Bidder's Organizational Chart

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

## 7.7 Project Organization Chart

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

## 7.8 Listing of Bidder's Management and Supervisory Personnel

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

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

A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to the successfully providing the services required by this RFP.

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

#### 7.9 References of Firm

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

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

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

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

#### 7.11 Diversity Status of Bidder

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

7.11.2 The bidder should provide evidence of its status as a local (Newark or Primary Service Area) business enterprise, if applicable. UH's Primary Service Area includes Belleville, Bloomfield, East Orange, Elizabeth, Harrison, Hillside, Kearny, North Arlington, Nutley, Orange, Union and West Orange, NJ.

7.11.3 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.

7.11.4 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.

#### 7.12 Subcontractor Data Information

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

#### 7.13 Diversity Subcontractor(s)

7.13.1 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.

7.13.2 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.

7.13.3 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.

#### 7.14 Bidder's Financial Capacity

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

However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.

#### 7.15 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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Section 3.8

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8 **PRICE SHEET AND SUPPORTING DETAIL**

8.1 Bidder’s Cost Proposal shall contain an all-inclusive itemized total cost including all travel, expenses, overhead and profit. All pricing must be based on Net 45-day payment terms.

Fee for General Contracting Services

LUMP SUM FEE \$ \_\_\_\_\_

In words \_\_\_\_\_ Dollars and Cents

Bidder shall include as Attachment A, a breakdown of the lump sum fee by AHU.

8.1 **Additional Work: Labor Price Sheet: amount charged OVER the Prevailing Wage Rate.**

Bidders shall submit an all-inclusive Bid Price of the Dollar amount over the Prevailing Wage Rate to be charged for any and all applicable Trades. This price will be added to the Prevailing Wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This price is applicable to both regular time and overtime. UH will not pay a 1.5x or 2x multiplier over the prevailing wage rate for overtime. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials, travel time and all other costs that the vendors incurs in the process of doing business. Additionally, the vendor should also include its expected profit in this proposed price. **This pricing shall be used only for additional out-of-scope work requested by University Hospital.**

Amount Charged OVER the Prevailing Wage Rate: \_\_\_\_\_ /Hr

8.2 **Additional Work: Pricing for Parts, Materials, and Subcontractors**

In the space below, indicate the percentage over actual cost the Contractor will use for parts, materials or subcontractor cost. The percentage over actual cost shall include all office, administrative, and technical resources necessary for the procurement, identification and management of parts, materials and or subcontractors. **This pricing shall be used only for additional out-of-scope work requested by University Hospital.**

Percentage markup over “Contractor Actual Cost” \_\_\_\_\_ %.

**The University Hospital shall not pay for rental equipment charges associated with the repair services or reimbursement to the Contractor for equipment that is owned.**

**Note#1:** Contractor Actual Cost is the dollar amount paid by the Contractor for the item(s) requested by the department. It does not include freight, employee wages, taxes or any other possible charges unless approved in writing by the approved designee of UH. Discounts off list price or % markup over list price or end user price are not acceptable.

**Note #2:** The above hourly rates must include all costs, including travel. No allowances will be granted after this RFP is awarded to compensate Contractor's travel expense. It must be included in the hourly rates listed above.

**Bidder's Name:**

\_\_\_\_\_

**Contact Person Name and Title:**

\_\_\_\_\_

**Telephone & Fax No.:**

\_\_\_\_\_

**E-mail Address:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date Signed:**

\_\_\_\_\_

## 9 REQUIRED FORMS

9.1 The following forms **MUST** be submitted with bidder's proposal:

- Completed Original - **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
- Technical Response to Sections 5.6, 5.7 and if applicable, 7.

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/Compliete-AA\\_%20Supplement.pdf](http://www.uhnj.org/purchweb/documents/Compliete-AA_%20Supplement.pdf)
- Executed Business Associate Agreement:  
[https://www.uhnj.org/purchweb/documents/HIPPA\\_BAA.pdf](https://www.uhnj.org/purchweb/documents/HIPPA_BAA.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>
- 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)
- Signed 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 additional space is necessary, provide on an attached sheet.

Name	Home Address	Date of Birth	Office Held
Ownership Interest			

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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			

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**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

FEIN # \_\_\_\_\_

## **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

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

**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

**Business Associate Agreement**

This Business Associate Agreement (“BAA”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between University Hospital, a body corporate and politic, and an instrumentality of the State of New Jersey, having its principal offices at 150 Bergen Street, Newark, New Jersey 07103 (hereinafter referred to as “Covered Entity”) and \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (hereinafter referred to as “Business Associate”) (the “Covered Entity” and “Business Associate” hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

The Parties also have entered into a RFP # UH-P24-010: Consulting Services made effective on \_\_\_\_\_ (“Underlying Agreement”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

**WITNESSETH**

**WHEREAS**, the purpose of this BAA is to satisfy certain requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (“HITECH”), and associated federal rules that requires the Covered Entity to obtain written assurances from the Business Associate that the Business Associate will appropriately safeguard protected health information (“PHI”) as defined under the HIPAA Rules referenced below; and

**WHEREAS**, the Business Associate recognizes and is willing to comply with the specific requirements pursuant to HIPAA, HITECH, and the Omnibus Final Rule (2013); and

**WHEREAS**, in connection with the Underlying Agreement, the Covered Entity has or shall engage the Business Associate to provide services involving the use or disclosure of PHI;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth in the Underlying Agreement and contained herein, the Parties, intending to be legally bound, hereby agree as follows:

## **1. Definitions**

1.1. General. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Required By Law, Secretary, Security Incident, Subcontractor, and Unsecured PHI. Terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms are given when defined in the HIPAA Rules.

1.2. Specific Definition. "HIPAA Rules" shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services including, but not limited to, the HIPAA Privacy Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E); the HIPAA Security Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C); and the HIPAA Breach Notification Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D); all as amended by the HIPAA Omnibus Final Rule, and as otherwise may be amended from time to time.

## **2. Obligations and Duties of Business Associate**

The Business Associate agrees to:

2.1. Not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

2.2. Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

2.3. In accordance with this Section 2.3, immediately report to the Covered Entity any use or disclosure of PHI by the Business Associate and/or its Subcontractors not provided for by this BAA of which it becomes aware, including, but not limited to, Breaches of Unsecured PHI as required at 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. Upon discovery a Breach of PHI or a Security Incident, Business Associate shall provide immediate oral notification of the Breach or Security Incident to the Privacy Officer of the Covered Entity. Business Associate shall also provide written notification of the Breach to the Covered Entity, no



later than five (5) days after discovery of the Breach or Security Incident, and the content of such notice shall be consistent with 45 CFR § 164.410. If Business Associate has been advised, orally or in writing, by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform the Covered Entity. Notwithstanding any other provision of this BAA, Business Associate agrees to reimburse the Covered Entity for any and all reasonable expenses (e.g., cost of mailing, media, credit monitoring, etc.) incurred by the Covered Entity in carrying out the obligations of the Covered Entity under the HIPAA Rules to notify individuals affected by a Breach or Security Incident of Business Associate or its Subcontractor. In the alternative and upon agreement of the Parties, Business Associate may directly undertake all or parts of such obligations and expenses in lieu of the herein provided reimbursement.

2.4. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this BAA, and consult with the Covered Entity regarding such mitigation.

2.5. In accordance with 45 C.F.R. §§164.502(e) (1) (ii) and 164.308(b) (2), if applicable, Business Associate shall require any subcontractors (including, without limitation, independent contractors or agents, (“Subcontractor”)) that create, receive, maintain, or transmit PHI on behalf of the Business Associate to enter into a written agreement with Business Associate whereby Subcontractor agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI. Such agreement shall identify the Covered Entity as a third-party beneficiary with rights of enforcement in the event of any violations. If Business Associate discovers a material breach or violation of the agreement between itself and any Subcontractor, Business Associate must require the Subcontractor to correct the violation or terminate said agreement. The Business Associate shall be permitted to engage the use of a Subcontractor to perform or assist in the performance of the services that involve use or disclosure of PHI to the Subcontractor or creation of PHI by the Subcontractor only if approved in writing by the Covered Entity.

2.6. Make available PHI in a Designated Record Set to the Covered Entity or, as directed by the Covered Entity, to an Individual as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.524, no later than thirty (30) days from the date on which the Covered Entity makes the request. Business Associate agrees, upon the direction of the Covered Entity, to provide an Individual with a copy of his or her Electronic Health Record in electronic format.

2.7. Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.526, no later than fifteen (15) days from the date on which the Covered Entity makes the request.

2.8. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity’s obligations under 45 C.F.R. §164.528.

2.9. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.10. Make its internal practices, books, and records available to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.

2.11. In the event the Business Associate receives a request from an Individual in connection with any of such Individual's PHI (whether a request for access, amendment, accounting of disclosures or any other request of any nature or description), the Business Associate shall immediately notify the Covered Entity of such request and cooperate with the Covered Entity's instructions in responding to such request.

2.12. The Business Associate shall immediately cooperate with the Covered Entity to amend, restrict or change any use or disclosure of any Individual's PHI in the Business Associate's control or within the control of a Subcontractor.

2.13. Business Associate shall implement and use such technologies and methodologies, including without limitation, Encryption and Destruction, which the Secretary of HHS identifies from time to time as rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals, as appropriate to safeguard PHI.

### **3. Permitted Uses and Disclosures by Business Associate**

3.1. Except as otherwise limited in this BAA, Business Associate may use and/or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or disclosures would not violate the requirements of the HIPAA Rules, if done by Covered Entity.

3.2. Since the Business Associate is providing or shall provide services as necessary to perform its obligations to the Covered Entity as set forth in the Underlying Agreement that may involve the receipt, creation, or other uses of any nature or description of PHI, the Business Associate agrees, except as otherwise provided in this BAA, to use or disclose PHI only as necessary to perform the Services for the Covered Entity.

3.3. The Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's Minimum Necessary policies and/or procedures.

3.4. The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or the Business Associate obtains the following:

3.4.1. Written approval from the Covered Entity; and

3.4.2. Reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and (ii) the person will immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

3.5. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity if requested by the Covered Entity in writing.

3.6. The Business Associate shall not use de-identified PHI in any manner without the express written authorization of the Covered Entity.

#### **4. Remedies in Event of Breach; Indemnification**

4.1. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity and to its business, in the event of a breach by Business Associate of any covenants, duties, obligations and assurances in this BAA, and further agrees that remedy at law for any such breach may be inadequate and that damages resulting therefrom are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys' fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section 4 shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

4.2. Business Associate shall defend, indemnify, and hold Covered Entity and Covered Entity's owners, governors, trustees, shareholders, members, partners, directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the "Covered Entity Parties") harmless from and against any and all claims, demands, losses, expenses, costs, obligations, damages, liabilities, of any nature or description including, without limitation, interest, penalties and reasonable attorneys' fees which the Covered Entity Parties may incur, suffer or sustain, which arise, result from or relate to any breach of or action by Business Associate or a Subcontractor to perform any of such party's representations, warranties, covenants, or agreements under this BAA. The obligations of Business Associate under this Section shall survive termination of this BAA.

#### **5. Term and Termination**

5.1. Term. The term of this BAA shall commence on the Effective Date of the BAA and shall terminate upon the expiration of the Underlying Agreement, provided that if it is infeasible to return or destroy PHI in a manner rendering it unrecoverable after termination of the BAA, Business Associate will continue to safeguard the PHI in accordance with Section 5.3 below.

5.2. Termination by Covered Entity. The Covered Entity may terminate this BAA upon five (5) days' written notice, if the Covered Entity determines that the Business Associate has violated a material term of this BAA and the Business Associate has not cured the breach to the satisfaction of the Covered Entity during then five (5) day notice period.

5.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, the Business Associate, with respect to PHI received from the Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, shall: (i) retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities as approved by the Covered Entity in writing after the Covered Entity has an opportunity to consider whether any PHI must be reasonably retained by the Business Associate for such purposes; (ii) return to the Covered Entity or, if agreed to by the Covered Entity in writing, destroy the remaining PHI that the Business Associate and/or any Subcontractors still maintain in any form; (iii) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Business Associate retains any PHI as approved by the Covered Entity in writing; (iv) not use or disclose the PHI retained by the Business Associate (and ensure that any Subcontractors agree to also not use or disclose) other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Section 5.3, and in accordance with all protections and restrictions on the use and disclosure of PHI as contained in this BAA; and (v) return to the Covered Entity (or, if agreed to by the Covered Entity in writing, destroy the PHI) retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.4. Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this BAA.

## **6. No Third-Party Rights**

Except as expressly provided in Section 2.5 above, nothing in this BAA, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, association, or legal entity other than the Parties, any rights, remedies or other benefits under or by reason of the BAA. Accordingly, no third party shall have the right to enforce the provisions of the BAA or any other document relating to this BAA.

## **7. Miscellaneous**

7.1. Severability. In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect.

7.2. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

7.3. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

7.4. Notices. Any notice required or permitted under this BAA to be given, unless otherwise specified, shall be made in writing and shall be sent either by hand delivery and/or by overnight mail through a courier with a reliable system for tracking delivery to:

**To: UNIVERSITY HOSPITAL**

**To: BUSINESS ASSOCIATE**

Name/Title: Privacy Officer  
Office of Ethics & Compliance

Name/Title:

Address: University Hospital  
65 Bergen Street, Suite 1214  
Newark, NJ 07101-6750

Address:

Email:  
Phone #

7.5. Assignment. This BAA applies to the services being provided by Business Associate and may not be assigned without the written consent of Covered Entity. An agreement with a Subcontractor that complies with the requirements of this BAA shall not be an assignment for the purposes of this BAA.

7.6. Governing Law; Venue. This BAA shall be governed by, construed, interpreted and enforced under the laws of the State of New Jersey, without regard to its choice of law provisions.

7.7. Modification. This BAA may only be modified by a writing signed by the Parties. The Parties agree to take such action subsequent to this BAA as necessary to amend the BAA from time to time as necessary for the Parties to comply with the requirements of any applicable law.

7.8. Headings. Section headings contained in this BAA are for convenience or reference only and shall not be deemed a part of this BAA or have any binding legal effect.

7.9. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(Signatures begin on the next page)*

IN WITNESS WHEREOF, the Parties hereto agree to the above as written.

**COVERED ENTITY:**  
UNIVERSITY HOSPITAL

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

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

rev. v12/2021

**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.

##### 5.6.1. Availability of Funds

University Hospital's obligation to pay the Contractor is contingent upon the availability of funds from which payment for contract purposes can be made.

### 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: \_\_\_\_\_



## **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