



---

Purchasing Services

## **REQUEST FOR PROPOSAL (RFP)**

**TITLE:** DESIGN-BUILD SERVICES FOR  
MEDICAL SPECIALTY PROCEDURES  
(MSP) RENOVATIONS

**RFP NUMBER:** UH-P24-011

**DATE ISSUED:** February 28, 2024

**DUE DATE:** April 3, 2024

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

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

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

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

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

**BIDDER REPRESENTATIVE:**

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

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

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

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

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

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

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

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

---

*Request for Proposal: Design-Build Services for MSP Renovations (RFP # UH-P24-011)*

**PREVENTING DISQUALIFICATION WHEN BIDDING ON RFP # P24-011 for DESIGN / BUILD SERVICES FOR MEDICAL SPECIALTY PROCEDURES (MSP) RENOVATIONS**

- 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 not 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) Business Associate 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.
  - 5) MacBride Principles Certification – The Bidder must certify, pursuant to N.J.S.A. 52:34-12.2, compliance with a). the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A.

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

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

- a. The bidder has no operations in Northern Ireland; or
  - b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.
- 6) Disclosure of Investment Activities in Iran Form – Pursuant to N.J.S.A. 52:32-58, the Bidder must submit the Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form will preclude the award of a contract to Bidder.
- 7) Certification of Non-Involvement in Prohibited Activities in Russia or Belarus - Pursuant to P.L.2022, c.3, the Bidder must submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form.

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 a signature.
- 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.

The University Hospital (UH) invites proposals from Design-Build firms to provide complete design-build services for the MSP renovations at the University Hospital, 150 Bergen St, Newark, NJ.

Bidders responding to this RFP must clearly demonstrate, through their written qualifications and documented experience on similar projects, the capacity, capability, and experience to successfully perform the required services described in this Request for Proposals.

#### 1.1.2 Intent

The intent of this RFP is to engage an experienced, professional design-build firm and/or team, which shall provide all the expertise, experience, consultants, expert personnel, and all other resources necessary to successfully provide the design-build services associated with the Project. The scope of services is anticipated to be, but is not necessarily limited to design, the provision of or development of construction documents and construction/construction administration.

The Project should be completed and operational within sixteen (16) months from fully executing a contract. Adherence to the Owner's approved cost and schedule are of utmost importance and are essential terms of the Agreement between the Owner and Design-Builder for the Project.

### 1.2 Background

#### 1.2.1 University Hospital

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

University Hospital (UH) was separated from University of Medicine and Dentistry of New Jersey (UMDNJ), its parent organization for 31 years, by legislation that took effect in July 2013. UH is

now an independent medical center and an instrumentality of the State of New Jersey. It is a principal teaching hospital of Rutgers Biomedical and Health Sciences (RBHS), which includes Rutgers New Jersey Medical School and Rutgers School of Dental Medicine.

UH is a critical statewide resource for clinical care, medical education and research; a key component of New Jersey's healthcare landscape; and important to federal, state and local legislators and other 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.

University Hospital is an academic medical center with 519 licensed beds, and an active medical staff of more than 500. We are a regional resource for advanced care in a wide range of medical programs such as the Center for Liver Diseases and the Comprehensive Stroke Center. Additional information about UH is available on the web page at: <http://www.uhnj.org/about/>

### 1.2.2 Project Background

#### Existing Conditions

The existing endoscopy suite consists of 5,900 sf located on Level E of the main hospital. The suite contains six existing procedure rooms, endoscope processing room, separate pre-and post-procedure patient care areas. Functional support areas include staff lounge, locker rooms, toilets, and showers. Additionally, there is an existing soiled utility room with clinical sink and bedpan hopper, clean supply storage, linen closet, and endoscope processing room with adjacent scope storage. Three of the existing patient toilet rooms are not handicap compliant. Administrative components include nurse manager office, fellows' office, and fellows' workstation area.

The program currently utilizes four of the six procedure rooms, the two largest of which are approximately 350 square feet. The largest two of the four existing special procedure rooms, #1 and #2, will be retrofitted with updated lighting, flooring and equipment booms to accommodate monitoring, ceiling mounted exam lights and boom mounted monitoring equipment. All work in Procedure Rooms #1 & #2 will be completed by the vendor supplying the lights and booms and is excluded from the Work under this RFP. Two of the remaining procedure rooms, #11 and #12, will remain in service while rooms #3 and #5 will be re-purposed to accommodate storage and expanded patient holding space.

The current post-procedure area accommodates four patient cubicles, separated by curtain. The existing size and clearances do not comply with 2018 FGI guideline space requirements. Pre-procedural area is located within an adjacent medical surgical unit in private patient rooms allocated for the special procedure's suite. The pre- and post- procedure holding areas will be consolidated to accommodate seven patient bays and create an eight-foot clearance isle outside the patient bay area. A larger and more functional staff station will be installed to monitor patient flow from pre- and post- procedural areas.

The intent of the project is to re-organize the existing suite to improve patient flow, maximize staffing, and provide support services in compliance with ADA accessibility requirements and FGI Guidelines.

### 1.3 Key Events

#### 1.3.1 Questions and Inquiries

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

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

UH, DEPARTMENT OF PURCHASING SERVICES  
65 BERGEN STREET, 12<sup>TH</sup> FLOOR SUITE #1218  
NEWARK, NEW JERSEY 07101  
ATTN: Scott McGowan, Senior Buyer  
Buyer's Phone Number: (973) 972-1246  
Buyer's Fax Number: (973) 972-7036  
Buyer's Email: mcgowask@uhnj.org

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

##### 1.3.1.1 Cut-Off Date for Questions and Inquiries

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

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

Questions should be submitted in the following format:

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

Short procedural inquiries may be accepted by telephone by the buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the University Hospital. Bidders shall not contact any person within the University Hospital directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

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

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

### 1.3.2 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The Pre-Bid Conference will begin in the conference room with an overview of the Project and the bidding procedures. We will then conduct a Site-Visit of the Project areas. We will then reconvene to the conference room for a question period.

The date, time and location are provided as follows:

DATE: Monday, March 11, 2024

TIME: 11:00 A.M.

LOCATION: University Hospital, D-Level Conference Room D212, 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.

### 1.3.3 Site-Visit

A mandatory Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to examine the Project site. The date, time and location are provided as follows:

DATE: Monday, March 11, 2024  
TIME: Immediately following the Mandatory Pre-Bid Conference  
LOCATION: University Hospital, D-Level Conference Room  
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 Site Visit.

**All design-build firms are encouraged to bring all subcontractors bidding on this project. No additional walkthroughs shall be granted after the mandatory pre-bid meeting /site visit on Monday, March 11, 2024 at 11:00 AM.**

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 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. Any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP and will be posted on the UH Bidding Opportunities web page. Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued at the time of or after



the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

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

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

**Notice to Bidders:** UH will distribute addenda to registered bidders as a convenience, but UH is not responsible for direct distribution of addenda posted on the web site to all bidders who desire to submit a proposal. It is the responsibility of all potential bidders to check UH's web site [www.uhnj.org/purchweb/](http://www.uhnj.org/purchweb/) regularly and obtain all addenda that may be issued to bid specifications.

#### 1.4.3 Issuing Office

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

#### 1.4.4 Bidder Responsibility

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

#### 1.4.5 Cost Liability

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

#### 1.4.6 Contents of Bid Proposal

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

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

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UH reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

UH will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

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

#### 1.4.7 Price Alterations

Bid prices must be typed or written in ink. Any price changes (including "white-outs") must be initialed. Failure to initial price changes may preclude award of a contract 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 Payment and Performance Bond

A payment and performance bond will be required from the successful Bidder. The amount of the payment and performance bond is one hundred per cent (100%) of the contract amount. The payment and performance bond should be submitted with the executed contract. The requirements

of the Performance and Payment Bonds are further defined in Article 11 of the General Conditions of the Contract for Construction in Attachment B.

#### 1.4.11. HIPAA Compliance

Not applicable to this procurement.

#### 1.4.12 Business Registration Notice

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

##### 1.4.12.1 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.

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

#### 1.4.13 Deficit Reduction Act

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..

“Hospital” – University Hospital, Newark, New Jersey

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

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

“Owner” – University Hospital

“President” – University Hospital, President.

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

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

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

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

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

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

“UH” – The University Hospital, Newark, New Jersey. UH and Owner are synonymous.

## **2.2 Definitions specific to this RFP:**

“Design-Build Contractor/Design Build Firm” – The entity that will provide both design construction documents and complete general contracting services for the project. References to this entity in all forms shall also apply to the bidder.

“Design Professional” – An Architect, Engineer or Surveyor licensed to practice in the State of New Jersey.

### **3 SCOPE OF SERVICES & STANDARDS OF PERFORMANCE**

Beneath each specification is a line stating: **WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION \_\_\_\_**. The bidder must indicate by putting a check mark in the appropriate box marked **\_\_\_\_Y (Yes) \_\_\_\_N (No)**.

If any requirements cannot be fulfilled the bidder must explain why in Section 7.1, and propose an alternate means of meeting the requirements. Proposed alternate means must be, in the sole judgement of UH, equal to or better than the specified means.

The bidder must recognize that the inability to fulfill a required specification may result in the proposal being deemed non-responsive and thereby disqualify the proposal from a contract award.

#### **3.1 SCOPE OF SERVICES**

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

Design and Construction of the new Medical Special Procedures (MSP) unit and systems will include, but not be limited to structural work, systems, (such as MEP and low voltage), finishes, and any special construction required. Facilities and systems shall be designed and constructed to fully interface with existing hospital systems. The Owner will consider all methods of construction.

##### **3.1.2 Statement of Work**

The first objective is to consolidate the pre- and post- procedure area to accommodate seven patient bays with clearances of five feet between gurneys and three feet from sides of gurneys to adjacent walls. These will be separated by cubicle curtains. Medical gases per the FGI Guidelines will be provided as part of this scope. The patient will have 8' of aisle clearance outside the patient bay areas as represented in the proposed plan. A larger and more functional staff station, adequate to accommodate three positions, will be part of the renovations to improve monitoring of patients and control the flow from pre-and post- procedural areas to the procedure rooms.

3.1.2.1 A new handicapped patient toilet will readily be accessible to patients, as will the nourishment area with a handwashing sink, ice machine and under-counter refrigerator. There will be handwashing stations at a ratio of one per four patient cubicle areas.

3.1.2.2 The largest two of the four existing special procedure rooms, #1 and #2, will be retrofitted with updated lighting, flooring and equipment booms to accommodate monitoring, ceiling mounted exam lights and boom mounted monitoring equipment. **All work in Procedure Rooms #1 & #2 will be completed by the vendor supplying the lights and booms and is**



**excluded from the Work under this RFP.** However, the overall management and coordination of this project, along with the remainder of the unit, will be part of this contract. Design submissions to DOH and DCA will include this design and work. Be aware that the booms in these rooms require additional electrical service.

In addition to the above work, the contractor will evaluate Room #2 to determine if it can be changed from a positive to a negative air pressure relationship. The Contractor must include a \$10,000 allowance for air balancing this room.

3.1.2.3 The other two larger existing procedure rooms, #11 and #12, will remain with cosmetic, lighting and millwork updates to be completed by Contractor. These rooms are approximately 160 square feet each.

3.1.2.4 One of the smaller existing procedure rooms, #5 will accommodate equipment storage at 135 square feet, meeting the twenty-five square feet requirement per procedure room. The other will be converted into additional holding space.

3.1.2.5 A new dedicated soiled utility room will accommodate a service sink with a bedpan-rinsing device for liquid disposables, with work counter and handwashing sink. A new clean linen closet will be installed, potentially adjacent to the janitor's closet. A housekeeping/janitor's closet will be added to the program space in the location of an existing patient toilet room. Patient holding will remain in the current location with a new sub-staff station.

3.1.2.6 Support areas for staff shall be reconfigured due to the pre- and post-recovery area redesign. The newly configured staff lounge will accommodate table seating, staff lockers, and kitchenette area. Accessible to the staff lounge will be male and female changing rooms, handicapped accessible unisex toilet and separate shower.

3.1.2.7 A new patient handicap-accessible toilet will be adjacent and convenient to the procedure rooms along with nurse manager's office and additional storage closet. Endoscopy processing and scope storage will be re-designed to accommodate flow from dirty to clean. All existing sinks, counters and cabinets will be replaced. Negative air pressure design is critical in this area.

3.1.2.8 Fellows' offices and cubicles will be relocated to the existing holding area which is currently non-functioning for holding. The final design must comply with 2018 FGI guidelines.

3.1.2.9 Consolidate pre- and post- procedure area to accommodate seven patient bays and create an 8-foot clearance isle outside the patient bay area. A larger and more functional staff station will be installed to monitor patient flow from pre- and post- procedural areas. Note: They will require medical gases.

3.1.2.10 Two Largest Rooms (Rooms are labelled 1 & 2 on the drawings, are identified as Rooms 3 and 4 on the wayfinding signage.

3.1.2.11 The largest two procedure rooms will be retrofitted by Stryker under a separate contract. The Contractor will monitor and provide overall management of this project to include, DCA submission and approvals. Stryker scope will include:

- 1 Flooring replacement
- 2 Ceiling replacement
- 3 Installation of booms
- 4 All control (low voltage) and electrical wiring within the rooms related to their installation.
- 5 All related equipment installations and calibration.
- 6 Patching and painting
- 7 Lighting
- 8 Additional electrical service to the two rooms is required to meet Stryker's installation requirements. Contractor shall provide this upgraded service to the room. Stryker shall perform all electrical work inside of the room. The Owner previously engaged an engineer to begin research and provide drawings on this requirement. These will be made available to the Contractor upon their completion. Contractor shall also provide repairs or upgrades to the existing Line Isolation Monitors in the rooms, if needed.

3.1.2.12 Medical gases (includes vacuum) shall be provided for the all procedure rooms and must be pre- and post-tested by contractor to ensure compliance. (To date they have passed annual certification.)

3.1.2.13 Contractor shall take pre and post air balance readings. Rooms must meet FGI and ASHRAE Guidelines. The owner is requesting that both rooms be made Negative air pressure. Currently one is negative and the other is positive. Contractor shall provide new air pressure monitoring devices linkable to the Owners JCI BMS system. Final balance reports are required.

3.1.2.14 Procedure Rooms 11 and 12 will remain, with millwork, flooring, lighting, ceiling, diffuser and cosmetic upgrades. Medical gases will be added to accommodate three vacuum and one oxygen per room. The rooms will be balanced to ensure negative air pressure within the rooms and must meet FGI and ASHRAE Guidelines. Contractor must provide new air pressure monitoring devices linkable to the Owner's JCI BMS system.

3.1.2.15 The scope processing room will be re-designed to ensure proper flow from "dirty to clean." All sinks, diffusers, lighting, millwork, ceiling, and flooring shall be replaced. Note: Plumbing modifications must assess types of chemicals being flushed down the drain to ensure waste pipes can properly handle the chemicals without corroding. It is essential to meet all HVAC requirements for this room. Provide new air pressure monitoring devices linkable to the Owner's JCI BMS system.

3.1.2.16 This SOW has provided some specifics on several of the key rooms. This, does not mean that these are the only items to be considered. The balance of the support spaces will be designed to meet the needs of the department and all regulatory guidelines/requirements.

3.1.2.17 Phasing: Phasing is an important part of this project. It is essential that the unit remain in operation during this work. Coordination with the department is essential. A tentative phasing plan has been provided; however, it does not address phasing of the individual procedure rooms. Of the four rooms to remain in operation, only one room may be down at any time. Loud operations or those impacting the use of the space, may be required to be performed on off hours. The unit operates five days per week. Trash removal and re-supply is an essential part of the operation and must be considered in the Contractor's planning.

3.1.2.18 Permits will be the responsibility of the Contractor and will be reimbursed by University Hospital, at cost.

3.1.2.19 The Contractor will run regular construction meetings with the Owner. The Contractor will be responsible for, but not limited to, all minutes and RFIs. From time to time, the Contractor may be required to make presentations to senior leadership.

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

☐ Y (Yes) ☐ N (No)

### **3.2 Delivery Method/Form of Agreement**

This RFP will form a part of the Owner and Contractor Agreement. The prospective Design-Builder shall carefully read the Agreement/Contract including but not limited to the General Conditions. By submitting a proposal for this Project, the prospective Design-Builder agrees to the terms and conditions of the Agreement, and further agrees to sign the Agreement as issued, without objection, modification, or exclusion, should this prospective Design-Builder be selected by the Owner. Upon execution of the Agreement, all obligations herein that are identified as the obligation of the prospective Design-Builder shall be deemed an obligation of the Contractor.

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

UH prefers Bidders take no exceptions to the Attachments. However, if a Bidder believes it necessary to do so, the Bidder must clearly include the exceptions in its RFP response. Exceptions will be reviewed by the UH Legal Department. Exceptions may cause a delay in award or rejection of the Bidders proposal.

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

☐ Y (Yes) ☐ N (No)

### **3.3 Required Services- Related Information**

#### **3.3.1 Time Definition**

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

#### **3.3.2 Schedule**

3.3.2.1 The selected design-builder shall commence the Services within twenty (20) days of receipt of a written Notice to Proceed from the Owner.

3.3.2.2 Design Development Phase – Within ninety (90) days of the Owner’s confirmation of the selected design-builder, the Design-Builder shall submit six (6) sets of design development drawings and specifications and documents for review.

3.3.2.3 Construction Documents Phase Submissions – Within ninety (90) days after the Owner’s acceptance of the design development drawings and specifications, the Design- Builder shall submit six (6) sets of final construction documents, three (3) of which shall be signed / sealed by the responsible Design Professionals. Documents for review will also be needed during the 50%, 90% and 100% stages of Construction Document Development.

3.3.2.4 Within five (5) days after the Owner’s acceptance of the construction documents, the Design-Builder shall submit the necessary documents to obtain applicable permits.

3.3.2.5 Within five (5) days after receipt of necessary approvals and permits, construction shall begin.

3.3.2.6 Construction shall be complete and new systems operational within four hundred ninety (490) days from written Notice to Proceed.

#### **3.3.3 Testing and Inspection Services (if required).**

3.3.3.1 The Owner will provide certain existing materials testing as identified in the General Conditions. The Design-Build Contractor shall identify all potential hazards or suspect hazardous materials associated with the construction during the Design Development Phase so that the Owner may perform surveys and testing and so that the results and any associated handling procedures or abatement can be incorporated into the Construction Documents by the Design-Builder. Depending on the nature and extent of the hazards, if any are discovered, the Owner shall provide the handling or abatement of hazardous materials, or otherwise address by change to the contract.

3.3.3.2 The Owner will provide Commissioning Services for the installed equipment and systems. The Design-Builder shall fully support the Commissioning process identified by the Owner.

3.3.3.3 The Contractor shall provide Special Inspection services that may be required by Building Code or the Code Authority.

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

\_\_\_\_\_ Y (Yes) \_\_\_\_\_ N (No)

**3.4 Standards of Performance**

The areas detailed in this section of the RFP are the standards of performance, identified by University Hospital, the Design-Build Firm is required to fulfill.

Final construction must meet all requirements for FGI, ASHRAE, NFPA, International Building Codes, NJCC Codes and Local Authority having Jurisdiction requirements. Be aware that all low voltage drawings and any other drawings needed for this project, that the design industry considers optional, must be included. The Contractor will schedule and ensure that all requirements for DOH, DCA and the Authority Having Jurisdiction inspections are met. The Contractor must obtain permit approvals, a certificate of occupancy and approvals from all regulatory agencies, to include final inspections.

**3.4.1 Applicable Codes and Standards**

All construction shall be completed consistent with requirements of the Department of Community Affairs (DCA) State building requirements, the New Jersey Uniform Construction Code and International Building Codes, the Department of Health, and any other building codes and requirements that apply to this work. Services shall be completed and in constant review and compliance with, but not limited to the following:

- 3.4.1.1 Uniform Construction Code State of New Jersey, Title 5, Chapter 23, Subchapters 1-12.
- 3.4.1.2 Rehabilitation Subcode (NJAC 5:23-) NJLICC Subchapter 6.
- 3.4.1.3 Barrier Free Subcode: ICC/ANCI A117.1 (2017) (NJAC 5:23-7)
- 3.4.1.4 Building Subcode: International Building Code, NJ Edition (2021) Use Group 1-2 (NJAC 5:23-3.14).
- 3.4.1.5 Structural Subcode: International Building Code (2021).
- 3.4.1.6 Mechanical Subcode: International Mechanical Code: (2021) (NJAC 5:23 -3.20).
- 3.4.1.7 Fuel Gas Subcode: International Fuel Gas Code (2021) (NJAC 5:23-3.22)
- 3.4.1.8 Plumbing Subcode: The National Standard Plumbing Code (2021) (NJAC 5:23-3.15).
- 3.4.1.9 Electrical Code: The National Electrical Code NFPA 70 (2020) (NJAC 5:23-3.16).

- 3.4.1.10 Fire Alarm Code: The National Fire Alarm Code NFPA 72 (2014).
- 3.4.1.11 Fire and Life Safety Code: Life Safety Code NFPA 101 (2012) (NJAC 5:23-3.16).
- 3.4.1.12 Air Conditioning and Ventilation Systems – NFPA 90A (2012).
- 3.4.1.13 Energy Subcode: ASHRAE 90.1 (2019) (NJAC 5:23-3.18).
- 3.4.1.14 FGI “Guidelines for Design and Construction of Healthcare Facilities” (2022) (NJUCC, NJAC 5:23-3.2, NJDOH, NJAC 8:43-19.1(a).).
- 3.4.1.15 Installation of Sprinkler Systems NFPA 13-2019.

All construction efforts shall be completed consistent with Infection Control Risk Assessment requirements (ICRA) as promulgated and enforced by the New Jersey Department of Health and the New Jersey Department of Community Affairs HealthCare Plan Review Unit. Contractor must provide all required ICRA barriers and controls. This includes University Hospital specific requirements. The Hospital Infection Control team will be available for consultation and will provide regular inspections. Tracking of dust and dirt outside the construction zone will not be tolerated.

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

\_\_\_\_\_ Y (Yes) \_\_\_\_\_ N (No)

### **3.5 Plan Review**

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

3.5.2 The Contractor will initiate and coordinate the Plan Review through the Department of Community Affairs (DCA) and will pay the Permit application fee, which shall be reimbursed by University Hospital. All DCA submissions must be submitted in electronic format using DCA ePlan, described on the DCA website at:  
<http://www.nj.gov/dca/divisions/codes/offices/ePlans.html>.

3.5.3 The Contractor shall be responsible for providing construction documents certified by the appropriate design professional and scheduling all required construction inspections. Inspections for construction will be conducted by the DCA State Buildings Unit. The Contractor shall cooperate with UH as required to obtain the appropriate Certificate from DCA at completion of the project.

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

### **3.6 Qualifications of Bidder**

Bidders responding to this RFP must clearly demonstrate through their written quotation and demonstrated experience on similar projects of this magnitude as well as the capacity, capability and experience to successfully perform the required services described in this Request for Proposal. The following minimum qualifications shall be met by the bidder:

Bidders shall have been in business under the same company name and Federal Employee Identification Number for at least the past three (3) years.

The Contractor should have in its possession at time of submission of bid, and shall have in its possession prior to award of contract, all required licenses and/or business registrations required by the State of New Jersey.

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

☐ Y (Yes) ☐ N (No)

### **3.7 Equipment Manuals & Training**

3.7.1 The Contractor shall submit Operations and Maintenance Manuals for all equipment and systems installed. Operations and Maintenance Manuals shall be submitted in both electronic and paper format.

3.7.2 The Contractor shall provide suitable training to the appropriate UH staff in the operation and maintenance of all equipment and systems installed.

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

☐ 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>

ALL BIDDERS, INCLUDING NAMED SUBCONTRACTORS, MUST SUBMIT A COPY OF THIS CERTIFICATION ISSUED BY THE DEPARTMENT OF LABOR WITH THEIR BID PROPOSALS. THIS IS A STATUTORY REQUIREMENT THAT SHALL NOT BE WAIVED. ANY BIDDER WHOSE SUBMISSION DOES NOT INCLUDE THE PUBLIC WORKS CERTIFICATIONS SHALL BE DEEMED NON-RESPONSIVE.

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 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)

### **3.9 Brand Substitutions**

Wherever in the specification and drawings a brand name is given for specified equipment, materials or other products, it is meant to denote the minimum level of quality and performance, and the term "or approved equal" is considered to follow the brand name. In instances where a manufacturer or brand is specified, the contractor may supply the brand specified, or may offer a substitute item, provided that the substitute is at least equal to the specified brand in all essential characteristics in terms of quality and functionality. Any item proposed to be supplied as an equal must be proposed at time of bid and approved by UH, at UH's sole discretion during the proposal evaluation process. UH will not preapprove items offered as proposed equals prior to bid submission. Substitutions not included in the contractor's proposal will not be considered.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9.**

\_\_\_\_\_ Y (Yes) \_\_\_\_\_ N (No)



## **4 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **4.1 Contract Term and Extension Option**

#### **4.1.1 Contract Term**

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

#### **4.1.2 Contract Extension Option**

University Hospital may, at its sole discretion, extend this contract as necessary to complete the Work of the contract.

### **4.2 Contract Transition Period**

Not applicable to this procurement.

### **4.3 Precedence of the University Hospital's Standard Terms and Conditions**

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

- This RFP, which hereby incorporates UH's Standard Terms and Conditions
- Any addendum to this RFP
- The Contractor's Bid Proposal
- The executed Agreement Between Owner and Contractor For A Lump Sum Design and Build Project.
- General Conditions of the Contract for Construction.
- University Hospital Special Terms and Conditions for Federally Funded Contracts

Precedence shall be governed by Article 1 of the General Conditions of the Contract for Construction.

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

### **4.4 Departure From Bid Specifications or Terms and Conditions**

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if the change is a material departure from the bid specifications or the terms and conditions of this RFP. A material departure occurs when the change increases the likelihood that the waiver from compliance with the RFP is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect

the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of University Hospital to make a bid comparison, or is unacceptable to University Hospital. The determination of material departure shall be in the sole discretion of University Hospital.

#### **4.5 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 should submit evidence of required insurance with their bid.

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

**Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$3,000,000 per occurrence/\$3,000,000 annual aggregate. If applicable, XCU coverage may be required;

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

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

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

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

**Errors and Omissions Liability insurance** - with limits of \$1million/\$1million. If applicable, this insurance may be required. (Not applicable to this contract.)

**Builders Risk Insurance** – One Hundred (100) percent of the contract cost covering the interests of Contractor and Owner for all operations and services and materials provided pursuant to the Agreement excepting coverage of the building structure.

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 the Executive Director.

#### **4.7 Contractor Responsibilities**

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided

under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

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

#### **4.8 Substitution of Staff**

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

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

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

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

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

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

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

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

Manager.

#### **4.10 Ownership of Material**

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, specific 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. These materials shall include all forms of documentation, including but not limited to, electronic, digital, paper and other.

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

#### **4.11 Data Confidentiality**

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

#### **4.12 News Releases**

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

#### **4.13 Advertising**

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

#### **4.14 License and Permits**

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

#### **4.15 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.

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.

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

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

##### **4.15.2 Remedies**

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

#### **4.16 Form of Compensation and Payment**

UH's payment terms are Net 45 days.

The Contractor must submit invoices to UH with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices

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

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

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

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

#### **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 accordance with Article 7 of the General Conditions of the Contract for Construction, Attachment B.

#### **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 in accordance with Article 14 of the General Conditions of the Contract for Construction, Attachment B.

#### **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 Payment & Performance Bond**

Payment and Performance (P&P) bonds are not required as a part of a response to this Request for Proposal, however, Payment and Performance bonds equal to one hundred per cent (100%) of the contract amount must be posted prior to award of the contract. The Contractor must include the cost of the bonds in the pricing submitted.

#### **4.22 Late Delivery, Liquidated Damages and Retainage**

Based upon Applications for Payment submitted by the Contractor to University Hospital or University Hospital's Agent, UH shall make progress payments on Account of the Contract Sum, less retainage of ten percent (10%), to the Contractor, as provided in Article 9 of the General Conditions.

#### **4.23 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.

#### **4.24 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.

#### **4.25 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).



#### **4.26 Federal and State Laws and Regulations Regarding Healthcare**

University Hospital is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All services provided under this bid and the contract award under this bid must comply with all applicable laws.

In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. University Hospital shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

#### **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 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**

This Section is intentionally omitted. The requirement for Chapter 51 vendor certification has been suspended for publicly bid RFPs.

## **5 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **5.1 General**

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

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

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

### **5.2 Proposal Delivery & Identification**

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

### **5.3 Number of Bid Proposal Copies**

**Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal in hard copy format and one (1) in electronic format, such as compact disc (CD). The electronic copy should be in a PDF Searchable format.** Each bidder should also submit four (4), complete and exact hard copies of the original. The copies required are necessary in the evaluation of the bid. The electronic copy should be a single file, not a collection of multiple document files. It is suggested that the bidder make and retain a complete copy of its bid proposal. The original RFP proposal shall govern, if a discrepancy exists between the original and copies.

#### 5.4 Proposal Form and Content

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

#### 5.5 Section 1 – Forms

##### 5.5.1 Ownership Disclosure Form

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

##### 5.5.2 Affirmative Action

The intended Contractor 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 Contractor(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 to this contract.

##### 5.5.5 Business Associate Agreement

Not applicable to this contract.

##### 5.5.6 Business Registration Notice

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of

Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal.

Any bidder, inclusive of any named subcontractors, that does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek reinstatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Purchasing Services as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by Purchasing Services. A bidder who fails to comply with this requirement by the deadline specified by Purchasing Services will be deemed ineligible for contract award. Under any circumstance, Purchasing Services will rely upon information available from computerized systems maintained by the State as a basis to independently verify compliance with the requirement for business registration.

#### 5.5.7 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 with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to Bidder. The List of Persons or Entities Engaging in Prohibited Investment Activities in Iran may be found here:

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

The form may be found here:

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

#### 5.5.8 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. The form may be found here:

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

#### 5.5.9 Certification of Public Works Contractor Registration

Pursuant to N.J.S.A. 12:62-2.1, all bidders, including named subcontractors must submit a copy of their Certificate of Public Works Contractor registration.

### 5.6 Section 2 – Technical Proposal

#### 5.6.1 Management Overview

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

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

#### 5.6.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The bidder should include a detailed work plan which: explicitly demonstrates the expertise required for the design, management and construction of the project; describes the structure of the project team and the specific responsibilities of each member of the team; includes all information required by this RFP; and complies with all scheduling requirements of this RFP. The plan should include the bidder's approach to communicate with UH, including, but not limited to regular status meetings and status reports.

### 5.6.3 Contract Schedule

The bidder should include a comprehensive Gantt chart detailing the proposed contract schedule. Given the hospital's critical, immediate need for additional ED capacity, bidders should propose an aggressive but achievable project schedule.

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

### 5.6.4 Implementation Plan

It is essential that UH move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

5.6.4.1 A detailed timetable for the implementation period. The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP.

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

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

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

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

### 5.6.5 Budget /Cost Breakdown

The bidder should submit the budget it has developed for providing the services required by this RFP. *This information will be used for evaluation purposes only* and is intended to provide



University Hospital with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

#### 5.6.6 Potential Problems

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

### 5.7 Section 3 – Organizational Support and Experience

#### 5.7.1 Organization

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

#### 5.7.2 Location

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

#### 5.7.3 Organizational Chart (Contract Specific)

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

#### 5.7.4 Résumés

Detailed current résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name, address, and telephone number of a contact person for each reference.

#### 5.7.5 Backup Staff

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

#### 5.7.6 Organization Chart (Entire Firm)

The bidder should include an organizational chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure. Experience of Bidder on Contracts of Similar Size and Scope

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

#### 5.7.7 Financial Capability of the Bidder

The bidder should provide proof of its financial capability to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. If a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive.

#### 5.7.8 Operational Capacity of the Bidder

The Bidder should describe the current level of the firm's activity and the remaining resources available for this project. This should include the firm's total and currently uncommitted bonding capacity.

#### 5.7.9 Subcontractor(s)

5.7.9.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of

the terms and conditions of the contract; and, (c) compliance with the requirements of all applicable laws.

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

5.7.9.3 The bidder should provide detailed résumés for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

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

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

## 5.8 Section 3 - Cost Proposal

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

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

5.8.3 Each bidder is requested to hold its prices firm for a minimum of one hundred twenty (120) days so that an award can be made.

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

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

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

## **6 PROPOSAL EVALUATION AND CONTRACT AWARD**

### **6.1 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 Departments may also serve on the Evaluation Committee. 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**

Short listed bidders, which will be bidders determined to be in the competitive fee range, may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid.

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

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

### **6.3 Evaluation Criteria**

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

6.1.1 The bidder's general approach and plans to meet the requirements of this RFP.

6.1.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP, including the bidder's proposed project timeline.

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

6.1.4 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.

6.1.5 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.

6.1.6 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.

6.1.7 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 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

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

#### 6.6 Contract Award

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

#### 6.7 Bidder's Right to Challenge a Contract Award

Except in cases of emergency, bidders have the right to protest a proposed contract award.

A bidder's protest must be submitted to the buyer of record with a copy to the Executive Director of Supply Chain Management ("Executive Director") within ten (10) 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 had been made to another bidder. The protest period may be shortened by the Executive Director of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the Notice of Intent to Award.

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

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

The 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 the final determination on the protest.

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

### **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

---

Section 3.2

---

Section 3.3

---

Section 3.4

---

Section 3.5

---

Section 3.6

---

Section 3.7

---

Section 3.8

---

Section 3.9

---



BOD Section and Page Reference	Product Specified		Product Proposed			
	Manufacturer	Model No.	Manufacturer	Model No.	Product Description	Manufacturer Address

## 8.0 PRICE SHEET AND SUPPORTING DETAIL Page 1 of 6

8.1 Fee for Design-Build Services for the entire project to be constructed in accordance with all of the project requirements.

LUMP SUM FEE \$ \_\_\_\_\_  
In words \_\_\_\_\_ Dollars and Cents

The Contractor will be required to complete the performance requirements of the work as intended. The above fee includes all costs to perform the scope of work as outlined in the proposal and represents the entire scope of work for this Project. No additional compensation shall be sought by the Contractor for completion of specified services.

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

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

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

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

NOTE: Prevailing Wage Rates Apply.

**A \$10,000.00 allowance for Air Balancing in Section 3.1.2.2 should be included in the Lump Sum Fee.**

Please provide as Attachment 8.1.A a listing of the numbers and dates of all Addenda received.

Please provide, as Attachment 8.1.B, a schedule of standard hourly billing rates for employees, consultants, subcontractors, etc. which can be used for the calculation of fees for any additional services requested and authorized by the owner.

Please provide as Attachment 8.1.C a detailed breakdown of the Lump Sum Fee.

## 9 **REQUIRED FORMS**

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

- Completed- **SIGNED** - RFP Cover Sheet
- Section 3.0 Scope of Work with \_\_\_\_ Yes or \_\_\_\_ No checked and accompanying explanation for any areas checked "No".
- Section 7.1 Bidders Information Sheet, providing information for which a "NO" answer is given to any of the Scope of Work Requirements in Section 3.0. The information should include a thorough explanation for not meeting the requirement and alternative which may substitute the requirement.
- Section 7.2 Product Substitutions, providing information for all products and materials proposed to be supplied which differ from those specified in the basis of design, if applicable.
- Ownership Disclosure Form:  
<https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf>
- Certificate of Public Works Contractor Registration for Contractor and all named subcontractors.

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

- Certificate of Employee Information Report:  
[http://www.uhnj.org/purchweb/documents/Complete-AA\\_%20Supplement.pdf](http://www.uhnj.org/purchweb/documents/Complete-AA_%20Supplement.pdf)
- Certificate of Liability Insurance
- Disclosure of Investment Activities in Iran Form:  
<http://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus:  
<https://www.nj.gov/treasury/administration/pdf/DisclosureofProhibitedActivitesinRussiaBelarus.pdf>
- Business Registration Certificate (BRC)- The bidder **must** be registered prior to award of the contract: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- W-9 Form <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Standard Terms & Conditions

- Diversity Sub-Contractor Utilization Plan

## 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

---

*Request for Proposal: [Design-Build Services MSP Renovations (RFP # UH-P24-011)]*

### **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

---

*Request for Proposal: [Design-Build Services MSP Renovations (RFP # UH-P24-011)]*



## **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, NEC70 (NFPA 70/2014), the latest International Building Code/2015 NJ Edition, OSHA and all other applicable codes. The Contractor will be responsible for securing and paying for all necessary permits, where applicable. Permit cost will be reimbursed by University Hospital, at cost.

###### **1.4. Compliance Obligations**

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

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

Each party shall ensure that its individuals providing service under the agreement shall comply with University Hospital's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

1.5. Anti-Discrimination

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

#### 1.11. Ownership Disclosure

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

## **2. PRECEDENCE OF STANDARD TERMS AND CONDITIONS**

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

### **3. INDEPENDENT STATUS OF CONTRACTOR**

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

#### **3.1. Subcontracting or Assignment**

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

#### **3.2. Mergers and Acquisitions**

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

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

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

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

### **4. LIABILITIES**

#### **4.1. Liability – Copyright**

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

#### **4.2. Indemnification**

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

#### 4.3. Insurance

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

The Certificate of Insurance should include the solicitation identification number and title of the solicitation. In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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

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

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

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

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

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

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

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

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

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

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

## **5. MISCELLANEOUS TERMS**

### **5.1. Termination of Contract**

#### **5.1.1. Change of Circumstances**

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

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

#### **5.1.2. For Cause**

Where a Contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Executive Director of Supply Chain Management may terminate the contract upon ten (10) days' notice to the Contractor with an opportunity to respond.

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

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

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

## 5.2. Warranty of Title

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

## 5.3. Title and Risk of Loss

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

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

## 5.4. Increased or Decreased Quantity

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

## 5.5. Tax Exempt Status

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

## 5.6. Payment Terms

University Hospital's will issue payment for goods and services within forty-five (45) days of the receipt and acceptance of goods and services by the using department, whichever is later. Vendors shall not submit an invoice to Accounts Payable until the vendor receives a Purchase Order from University Hospital's for the goods and services. Vendors shall also not date an invoice that is before the date the Purchase Order is issued by University Hospital's.

Vendors may propose a discount for payments made before the 45-day period. University Hospital's may exercise the discretion to take advantage of such early payment terms.

### 5.7. Discounts

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

### 5.8. Performance Security

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

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

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

### 5.9. Performance Guarantee of Contractor

The Contractor hereby certifies that:

- 5.9.1. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.
- 5.9.2. All equipment supplied to University Hospital and operated by electrical current is UL listed where applicable.
- 5.9.3. All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by University Hospital. The Contractor will render prompt service without charge, regardless of geographic location.



- 5.9.4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- 5.9.5. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.
- 5.9.6. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- 5.9.7. All services rendered to University Hospital shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by University Hospital is rendered.
- 5.10. Delivery Guarantees

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

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

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

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

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

5.11. Maintenance of Records

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

5.12. Auditing

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

### 5.13. Contractor Reporting

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

### 5.14. Computation of Time

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

### 5.15. Warranty of Supplies

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

- (a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,
- (b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.

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

- (a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or
- (b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

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

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

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

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

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

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

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

#### 5.16. Material and Workmanship

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

#### 5.17. Inspections and Tests

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

#### 5.18. Price Fluctuation During Contract

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

Failure to report price reductions will result in cancellation of contract for cause, pursuant to the provisions of these Standard Terms and Conditions.

#### 5.19. Delivery Costs

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

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

#### 5.20. Non-Exclusivity

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

### **6. STANDARDS PROHIBITING CONFLICTS OF INTEREST**

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

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

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

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

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

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

- (a) Immediate termination of this or any contract between University Hospital, the bidder or contractor;
- (b) Disqualification of bidder or contractor from any future contracts, bids or requests for bid; and,
- (c) Any other action, at law or in equity.

## **SECTION B. TERMS AND CONDITIONS GOVERNING BIDS AND PROPOSALS**

### **1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS**

Unless the bidder is specifically instructed otherwise in the solicitation document (i.e., Request for

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

## **2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

### **2.1 Corporate Authority**

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

If a bidder receiving a notice of intent to award is the proposed contact Contractor 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

UNIVERSITY HOSPITAL  
Request for Proposal for  
Design-Build Services  
For MSP Renovations  
RFP #UH- P24-011

ATTACHMENT A

AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR A LUMP SUM  
For Design-Build Services for  
MSP Renovations

Agreement listed above is enclosed following this page.

UH prefers Bidders take no exceptions to the Attachment. However, if a Bidder believes it necessary to do so, the Bidder should include the exceptions in the RFP response. Exceptions will be reviewed by the UH Legal Department. Exceptions may cause a delay in award or rejection of the Bidders proposal.

UNIVERSITY HOSPITAL  
Request for Proposal for  
Design-Build Services  
For MSP Renovations  
RFP #UH- P24-011

UNIVERSITY HOSPITAL  
ATTACHMENT B

GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION

For Construction with a General Contractor

The General Conditions listed above are enclosed following this page.

UH prefers Bidders take no exceptions to the Attachment. However, if a Bidder believes it necessary to do so, the Bidder should include the exceptions in the RFP response. Exceptions will be reviewed by the UH Legal Department. Exceptions may cause a delay in award or rejection of the Bidders proposal.

UNIVERSITY HOSPITAL  
Request for Proposal for  
Design-Build Services  
For MSP Renovations  
RFP #UH- P24-011

ATTACHMENT C

PROJECT FACILITY NARRATIVE OUTLINE

UNIVERSITY HOSPITAL  
Request for Proposal for  
Design-Build Services  
For MSP Renovations

RFP #UH- P24-011

ATTACHMENT D

PROJECT DRAWINGS