

REQUEST FOR PROPOSAL (RFP)

TITLE: Chiller and Make Up Air Unit Maintenance and Repairs on the Stratford and Camden Campuses.

RFP NUMBER: P11-063

DATE ISSUED: March 24, 2011

DUE DATE: May 5, 2011

TIME: 2:00 PM

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY
OF NEW JERSEY –
DEPARTMENT OF PURCHASING SERVICES
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903**

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'S NAME
AND ADDRESS**

**SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL**

Name (signature)

Name (print)

Title

1.0 Information for Bidders

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of the Department of Physical Plant.

The purpose of this RFP is to enter into a contract for the servicing and maintenance of centrifugal and screw water chillers and make up air units located in Stratford and Camden, NJ. The work will include labor, services, material, supplies, tools and equipment.

1.1.2 Intent

It is the University's intent to award the contract to one (1) Contractor to perform the required services as listed in Section 3.0 of the RFP.

1.2 Background

The Department of Physical Plant Services is a service oriented department of the University of Medicine and Dentistry of New Jersey (UMDNJ). It was established to assist the University to effectively provide safe, comfortable physical conditions for the University community and visitors. Below are the address locations and equipment to be maintained:

Building Name, Location and Equipment
Education and Research Building 401 Haddon Avenue Camden, NJ 08103
One (1) Trane Centrifugal Chiller: Model # CVHE-028F Serial No. L82H05828 Ton: 280
Building Name, Location and Equipment
Academic & Wellness Center #1 Medical Center Drive Stratford, NJ 08084
One (1) Trane Centrifugal Chiller: Orig. Model # CVHE0500 Conv. Model # NOOM08628 Serial# L92H20397 Ton: 470

Building Name, Location and Equipment
Science Center #2 Medical Center Drive Stratford, NJ 08084
One (1) Trane Centrifugal Chiller: Orig. Model # CVHE025F Serial #L89G02457 Conv. Model # CVHE025R00 Serial # N96J06436 Ton: 177 Tons
One (1) Trane Centrifugal Chiller: Orig. Model # CVHE025 Serial #L89G02458 Conv. Model # CVHE025R00 Serial # NOIA09046 Ton: 177
One (1) Trane Centrifugal Chiller: Orig. Model # CVHE320 Serial #L92J21470 Conv. Model # CVHE032R00 Serial # N96J06651 Ton: 177
UEC Building 40 E Laurel Road Stratford, NJ 08084
One (1) Trane Make Up Air Unit (MUA)Model# FAD066EB060011000C11507
One (1) Trane Make up Air Unit Make Up Air Units (MUA) Model# FAD066EB050011000C10205 Serial # T04B08307

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Francis Palek
Buyer's Phone Number: (732) 235-9610
Buyer's Fax Number: (732) 235-9058

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

1.3.2 Mandatory Pre-Bid Conference

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

DATE: April 8, 2011

TIME: 11:00 A.M.

LOCATION: UMDNJ, Academic & Wellness Center, Room#277, #1 Medical Center Drive, Stratford, NJ.

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 – Mandatory

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

DATE: April 8, 2011

TIME: Immediately following the Mandatory Pre-Bid Conference

LOCATION: UMDNJ, Academic & Wellness Center, Room#277, #1 Medical Center Drive, Stratford, NJ.

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

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

1.4 **Additional Information for Bidders**

1.4.1 Revisions to this RFP

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

*Request for Proposal: Chiller and MUA Maintenance and Repairs on the Stratford and Camden Campuses.
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Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

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

UMDNJ 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 UMDNJ 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. UMDNJ 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.

UMDNJ 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 UMDNJ shall have no responsibility thereof.

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 Bid Bond

Not applicable to this procurement.

1.4.10 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor "HIPAA Compliance" status. In order to be in compliance and conduct business with your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement. This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the "HIPAA" – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

1.4.11 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. 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.htm>

1.4.11.1 Definitions

“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, 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.

1.4.11.2 Requirements Regarding Business Registration Form

A contractor shall 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 using 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 Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.12 Deficit Reduction Act

The University of Medicine and Dentistry (UMDNJ) is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ 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 UMDNJ 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 UMDNJ’s Office of Ethics and Compliance. Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ’s internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ 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 UMDNJ’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 UMDNJ employees and all contractors and agents of UMDNJ.

1.5 **Special Note- Public Works Contractor Registration Act**

Public Works Contractor Registration Act - This 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/wagehour_index.html

ALL BIDDERS MUST SUBMIT A COPY OF THIS CERTIFICATION (OR INTERIM REGISTRATION) ISSUED BY THE DEPARTMENT OF LABOR WITH THEIR BID PROPOSAL. THIS IS A STATUTORY REQUIREMENT THAT SHALL NOT BE WAIVED. ANY BIDDER WHOSE SUBMISSION DOES NOT INCLUDE THE PUBLIC WORKS CERTIFICATION (OR INTERIM REGISTRATION) SHALL BE DEEMED NON-RESPONSIVE.

1.6 Computation of Time

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

1.6.2 Prevailing Wage Act

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 his guarantee that neither he nor any subcontractors he 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 his guarantee that he and any subcontractors he 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.

1.6.3 Prevailing Wage

For Overtime and Sunday / Holiday pay, the amount paid by the University shall be on actual prevailing wage rate and not be determined using Total Cost Hourly Rate Charged to UMDNJ.

The University shall only pay exact time or time and one half or double time the increase of the exact dollar amount of the Prevailing Wage and not the increase of over head.

Bidders are to submit in the bid price line at Section 8.1 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other

costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

Sample Bid Price Sheet:**

	Quantity	Unit	SAMPLE BID PRICE Cost* To UMDNJ Over Prevailing Wage	Total Cost Hourly Rate Charged to UMDNJ
Sample Prevailing Wage Rate	1	HR	<u>Bidders shall submit an all inclusive Bid Price over The Prevailing Wage Rate</u>	Prevailing Wage rate + Price Over Prevailing Rate For Essex County At The Time Of Bid Opening.
Sample Prevailing Wage Rate: \$60.00	1	HR	\$5.00 / HR	\$ 65.00
Sample Prevailing Wage Rate: Overtime Rate: \$90.00	1	HR	\$5.00 / HR	\$ 95.00

***Cost includes bidders FICA, workmen compensation, social security, unemployment insurance and all overhead plus profit per hour.**

****In this Overtime Sample, UMDNJ will not pay a 1.5 multiplier for the Bid Price Cost to UMDNJ. UMDNJ will only pay Prevailing Wage Rate and the Bidders stated Price over the Prevailing Wage (\$90.00 + \$5.00 = \$95.00).**

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day that may be declared as a holiday by the President or Congress of the United States.

2.0 **DEFINITIONS**

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 UMDNJ, 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 Vice President for Finance and Treasurer.

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

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

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

“Director” – The Director of Purchasing Services.

“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, Materials Management.

“HIPAA” – Health Insurance Portability and Accountability Act of 1996.

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

“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”, “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.

“UMDNJ” – The University of Medicine and Dentistry of New Jersey, or otherwise referred to as the “University.”

2.1 Contract Specific Definitions

“Eddy Current Test” - Test done on chiller manifold to test structural integrity.

“MUA” - Make Up Air Unit.

3.0 Scope of Work

The Contractor must supply all the personnel and other resources necessary to perform preventive maintenance and emergency services on the centrifugal chiller refrigeration units listed in section 1.2 of the RFP.

3.2 Frequency

The Contractor must provide a minimum of seven (7) scheduled inspections per year of the equipment listed.

3.3 Contractor Obligation

The Contractor must furnish labor and sundry supplies as required for uninterrupted operation of the chiller units.

3.4 Availability of Parts

The Contractor must have parts immediately available to minimize down-time related to emergency repair work.

3.5 Quality of Work

All work must comply with manufacturer specifications and federal, state and local regulations.

3.6 Components Not Included

The Contractor is not responsible for the following replacement parts: condenser tubes and casing, evaporator tubes, eliminator and casing, compressor impellers and motors. The Contractor will be asked to provide a separate quote for the components should they need to be replaced. The Contractor must use the Labor rates in section 8.2 and the percentage Mark-up listed 8.3 of the RFP.

3.7 Emergency Service

The Contractor must provide emergency service between inspections. The Contractor must be on call on a twenty-four (24) hour basis for the purpose of making repairs or adjustments. The service is to be provided within twenty-four (24) hours of notification by the Physical Plant Supervisor. In the event of an inoperable chiller, immediate (within 2 hours) service shall be provided.

3.8 Emergency Recall Services

The Contractor must provide emergency recall services to repair and correct previous repairs not operating properly. The services must be made within eight (8) hours of notification by the Physical Plant Manager and two (2) hours if more than one unit is inoperable.

3.9 Dispatch Service

The Contractor must have a manned dispatch service twenty-four (24) hours per day and be available seven (7) days per week to dispatch field service personnel.

3.10 Inspections

The Contractor must provide monthly inspections for the chillers throughout the cooling season in April, May, June, July, August, September and October. The contractor must provide service for the Makeup Air Units (MUAs) in accordance with the schedule below and upon approval of the frequency by the Physical Plant Supervisor.

The following equipment will be serviced:

Model #	Serial #	Man.	Insp. Code	Spring	Summer	Fall	Winter
MUA	T04B08308	Trane	SSUC	X			
			SSUH			X	
			OI		X		X
MUA	T04B08307	Trane	SSUC	X			
			SSUH			X	
			OI		X		X

Inspection Code Key:

SSUC: Seasonal Start Up Cooling

SSUH: Seasonal Start Up Heating

OI: Operating Inspection

3.11 Annual Start Up and Shut Down

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The Contractor must perform an annual start up and shutdown of the chillers as required by the Physical Plant Supervisor and manufacturer's specifications in conjunction with individual building operation schedules. The start up must be performed prior to the start of the cooling season in the beginning of April and the shut down at the end of the cooling season in October. The contractor must perform maintenance of the MUAs in accordance with the time schedule in Section 3.5.

3.12 Annual Maintenance

The Contractor must perform annual maintenance on the equipment during the winter months and schedule specific dates with the Physical Plant Supervisor.

3.13 Inspection Reporting and Service Reporting

The Contractor must provide a detailed report of each inspection and service call to the Physical Plant Supervisor. The report must include all equipment log readings, condition of equipment, recommended repairs and recommendations in reducing energy consumption if needed.

3.14 Spring Start Up

3.14.1 The Contractor must provide the following services during the spring start-up of the centrifugal chiller units:

- a. Verify the operation of the oil heater and that the oil temperature is at least 110⁰ F. before starting the chiller.
- b. Verify full water systems, including the cooling tower, condenser and evaporator.
- c. Verify clean cooling tower and strainers.
- d. Start the condenser water pump, chilled water pump and cooling tower fan(s).
- e. Test all flow-proving devices on the chilled water and condenser water circuits.
- f. Verify the flow rates through the condenser and the evaporator.
- g. Start the chiller.
- h. Verify the operation of all timing devices.
- i. Verify the operation of the current control device.
- j. Check the set point and sensitivity of the chilled water temperature control device. Verify the operation of the device.
- k. Verify the operation of the condenser water temperature control device.
- l. Check the mechanical limits of both vane arms. Verify smooth movement of vane arms through the full range of operation. Coordinate this procedure with the Physical Plant Manager.
- m. Check the starter operation.
- n. Verify the motor cooling operation.
- o. Check the purge operation.
- p. Shut down the chiller.

- q. Check the oil and refrigerant levels.
- r. Re-start the chiller and log the operating conditions after the system has stabilized.
- s. Review operating procedures with the Physical Plant Personnel.
- t. Provide a legible written report of completed work, operating log and indicate any deficiencies detected to the Physical Plant Manager.

3.14.2 The Contractor must provide the following services for spring start up of the MUA units General Assembly:

- a. Inspect for leaks and report leak check results.
- b. Repair minor leaks as required (e.g. valve packing, flare nuts).
- c. Calculate refrigerant loss rate and report to the customer.
- d. Check the sheaves and pulleys for wear and alignment.
- e. Check the belts for tension, wear, cracks, and/or glazing.
- f. Verify clean condenser and evaporator.
- g. Verify clean evaporator fan.
- h. Verify clean air filters.
- i. Verify proper damper operation.
- j. Check mechanical linkages for wear, tightness, and clearances.
- k. Check the operation and setup of the RTM module.
- l. Check the VFD, if applicable.
- m. Verify the starter operation.
- n. Verify smooth operation of the compressors and fans.
- o. Review operating procedures with operating personnel.
- p. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

3.14.3 The Contractor must provide the following services for spring start up of the MUA units Controls and Safeties:

- a. Verify the operation of the discharge air temperature control device.
- b. Verify the operation of the outside air temperature control device.
- c. Verify the operation of the mixed air temperature control device.
- d. Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e. Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f. Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- g. Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h. Verify the operation of the static pressure control.

3.14.4 The Contractor must provide the following services for spring start up of the

MUA units Lubrication:

- a. Lubricate damper bearings, if applicable.
- b. Lubricate motor bearing, if applicable.
- c. Lubricate fan bearings.
- d. Check oil level in the compressor(s), if applicable.
- e. Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

3.14.5 The Contractor must provide the following services for spring start up of the MUA units Motor and Starter:

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the contactors for free and smooth operation.
- d. Meg the compressor motor(s) and record readings.
- e. Verify the tightness of the compressor motor terminal connections.
- f. Verify the operation of the compressor oil heater(s).

3.15 Fall Start Up

3.15.1 The Contractor must provide the following services for the Fall start up of the MUAs Heating Cycle:

- a. Perform heating inspection/maintenance applicable to the unit steam/hot water, gas, electric).
- b. Verify smooth operation of the fans.
- c. Check the belts for tension, wear, cracks, and glazing.
- d. Verify clean air filters.

3.15.2 The Contractor must provide the following services for the Fall start up of the MUAs with Gas Heat Option:

- a. Visually inspect the heat exchanger.
- b. Inspect the combustion air blower fan, and clean, if required.
- c. Lubricate the combustion air blower fan motor, if applicable.
- d. Verify the operation of the combustion air flow-proving device.
- e. Test the operation of the high gas pressure safety device, if applicable. Calibrate, if necessary.

- f. Test the operation of the low gas pressure safety device, if applicable. Calibrate, if necessary.
- g. Verify the operation of the flame detection device.
- h. Test the operation of the high temperature limit switch.
- i. Verify the integrity of the flue system.
- j. Verify the operation of the operating controls.
- k. Verify the burner sequence of operation.
- l. Verify proper gas pressure to the unit and/or at the manifold, if applicable.
- m. Perform combustion test. Make adjustments as necessary.

3.16 Fall Shutdown

During the fall shutdown the Contractor must bring any abnormal conditions or measurements taken to the attention of the Physical Plant Manager immediately. The Contractor must also review the customer logs with the Physical Plant Manager for operational problems and trends.

3.16.1 The Contractor must perform the following services on the General Assembly during the Fall shutdown:

- a. Check and record refrigerant level.
 - b. Inspect for leaks and report leak results.
- 1) The refrigerant should be correct before starting the leak check. To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electric blankets) must be used to pressurize the vessels.
 - 2) In order to use EPA-recommended methods, certain conditions must be met:
 - (a) The isolation valves on the chilled water and condenser water lines must shut off the circulation completely.
 - (b) The temperature of the equipment room should be 70° or higher.
 - (c) Access connections to the condenser water and chilled water circuits must be provided (UMDNJ responsibility).

3.16.2. The Contractor must perform the following services on the purge system during the Fall shutdown purge:

- (a) Check purge unit controls for proper operation.
- (b) Check and clean purge drum as required.
- (c) Clean the condenser coil.
- (d) Clean strainers or replace filters as required.
- (e) Check the purge compressor assembly for leaks as required.
- (f) Check the purge unit for proper operation.
- (g) Record runtime hours for purge unit.

3.16.3. The Contractor must perform the following services on the Controls and Safet during the Fall shutdown:

- a) Verify all settings in the electronic control panel.
- b) Inspect the control panel for cleanliness.
- c) Inspect wiring and connections for tightness and signs for overheating and discoloration.
- d) Verify the operation of the vane control system.
- e) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- f) Verify the operation of the oil sump temperature control device.
- g) Test high condenser pressure safety device. Calibrate and record setting.
- h) Test low evaporator temperature safety device. Calibrate and record setting.
- i) Test low oil pressure safety device. Calibrate and record setting.
- j) Test high motor temperature safety device. Calibrate and record.
- k) Test operation of chilled water pump and condenser water pump starter auxiliary contacts.

3.16.4. The Contractor must perform the following services on the Controls and Safeties during the Fall shutdown:

- a) Pull oil sample for spectroscopic analysis.
- b) Check oil for acid content and discoloration. Make recommendations to the Physical Plant Supervisor based on the results of the test.
- c) Measure and record the oil pump voltage and amperage.
- d) Verify the operation of the oil heater. Measure amps and compare readings with the watt rating of the heater.
- e) Change the oil filter.
- f) Verify the oil level.

3.16.5. The Contractor must perform the following services on the Motor and Starter during the Fall shutdown

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check condition of the contacts for wear and pitting.
- d) Check contactors for free and smooth operation.
- e) Check the mechanical linkages for wear, security and clearances.
- f) Check tightness of the motor terminal connections.
- g) Meg the motor and record reading.
- h) Verify the operation of the electrical interlocks.

3.16.6 The Contractor must perform the following services on the WATER-COOLED Condenser brush tubes (600 Tubes/Day during the Fall shutdown)

Pull easy end head. Tozour Trane brush tubes as necessary. In the case of 1-pass or 3-pass vessels, there will be no easy end head and extra time must be allotted to the job for the removal of the piping. An exception to this would be the unit's having marine boxes.

3.17 Eddy Current Test

The Contractor must perform an Eddy current test of the condenser tubes in the first year of the contract. The Contractor will be responsible for removing the heads. The service is to be performed after the Fall shutdown once during the contract.

3.18 Instructions

The Contractor shall instruct the designated Physical Plant personnel in the proper operation of the equipment.

3.19 Equipment Shut Down

The Contractor must not shut down any equipment without permission from the Physical Plant Manager. The Contractor will also limit loading of the chiller that increases electrical demands.

3.20 Personnel

The Contractor must provide at least three (3) Trane factory trained technicians that are trained and certified to work on Trane chillers, Trane variable speed drives, Trane solid state starters and Trane chiller micropanel and optiview panels.

3.21 Water Treatment

UMDNJ will be responsible for suitable water treatment for the cooling tower condenser water systems to maintain system capacity and to minimize equipment deterioration.

3.22 Manager

The Physical Plant Manager is the point of contact for the Contractor and will be designated by Physical Plant on the Stratford and Camden Campuses.

3.23 Sign In and Reporting

The Contractor must report to the Physical Plant Manager upon arrival and provide a service report signed by the UMDNJ Building Manager or designee after repairs or inspections are made.

3.24 Access

The Contractor may need to inspect the equipment in secured or restricted access areas, including mechanical areas. The Contractor must coordinate inspections with the appropriate Physical Plant Manager or Public Safety. The Contractor must notify the Physical Plant Supervisor of any missed or access related difficulties to the equipment immediately and ensure that missed equipment is inspected after access is given.

3.25 Safety

3.25.1 The Contractor must initiate and maintain all safety precautions and programs in connection with its work.

3.25.2 The Contractor must take all reasonable precautions for safety and must provide reasonable protection to prevent damage, injury or loss to all employees assigned to work on UMDNJ premises and all other persons who may be affected. The Contractor must exercise care in all work, materials and equipment to be used, on or off the site and under its care, custody or control.

3.25.3 The Contractor must provide a safe and secure environment for pedestrians as well as the employees of UMDNJ and the Contractor.

3.25.4 The Contractor must report in writing on the day of the occurrence to the Physical Plant Manager of any unsafe condition related to the equipment which may present a hazard to University visitors or employees. This includes damaged, inadequate or inappropriate equipment.

3.25.5 The Contractor must ensure all equipment is clean and dust free after repairs and inspections.

3.26 Working Hours

The Contractor will be required to work Monday through Friday 8:30 am to 5:00 pm. The Contractor must also provide twenty-four (24) hour emergency response services for the replacement of units and inspection of a specific building or area to prepare for outside agency inspection.

3.27 Identification and Keys

The Contractor's personnel must wear appropriate UMDNJ badges supplied by the University's Public Safety Department at all times when on site and return all keys to the Physical Plant Department prior to leaving the University grounds.

3.28 Removal of Equipment

The Contractor may need to remove equipment to do required tests or repairs. The Contractor must report all property removed from the campus to the Physical Plant Manager.

3.29 Parking

UMDNJ Public Safety may require vehicle identification tags. The Contractor must obtain the appropriate parking identification tag(s) for any non-essential vehicles and pay appropriate fees. The Contractor must inform the Physical Plant Manager one (1) week prior to the start of the project of the necessity to have equipment or vehicle(s) parked near the immediate work site.

4.0 Special Contractual Terms and Conditions

4.1 Contract Term and Extension Option

4.1.1 Contract Term

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

4.1.2 Contract Extension Option

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

4.2 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

The contract resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, the Contractor's bid proposal and UMDNJ's Contract Term Sheet.

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

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The Standard Terms and Conditions in effect for this procurement can be found in attachment A of this Bid and also at the following Internet address: www.umdny.edu/purchweb.

The version of the Standard Terms and Conditions that apply to this procurement is as follows:

- 1) If a mandatory event is conducted as part of this procurement (e.g., mandatory pre-bid conference, mandatory site visit, etc.), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the mandatory event; or,
- 2) If no mandatory event is conducted as part of this procurement, yet an addendum is issued (e.g., in response to questions from bidders), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the date of issuance of the addendum; or,
- 3) If no mandatory event is conducted and no addendum is issued for this procurement, the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the bid opening date.

In the event of a conflict between the provisions of this RFP, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the RFP, the addendum shall govern.

4.4 Insurance

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;

- **Additional Insured** - UMDNJ 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; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

- All insurers affording coverage are to be 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.

-UMDNJ 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. 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.

4.5 Departure From Bid Specifications or Terms and Conditions

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

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 Vice President.

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 UMDNJ 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 Vice President, through the University'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 Vice President, through the University'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 Vice President, through the University'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 Vice President, through the University's Project Manager.

4.10 Ownership of Material

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

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire," i.e., UMDNJ, 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 UMDNJ 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 UMDNJ 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 Vice President.

4.13 Advertising

The Contractor shall not use UMDNJ'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 Vice President.

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 UMDNJ 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 its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ 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

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

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

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

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

4.18 Option to Reduce Scope of Work

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

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

4.19 Suspension of Work

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

4.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Vice President 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 Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Performance Bond

Not applicable under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Material Safety Data Sheets

The Contractor is required to furnish material safety data sheets (MSDS), or manufacturers' equivalent information sheets, on the products and/or chemicals used in performing the services specified in this RFP to the University'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 Contractor's Personnel

4.25.1 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.

4.25.2 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 the University or as independent Contractors. Therefore, the Contractor and any of his subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc.

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

4.25.3 Employee Conduct

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

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

The Contractor's personnel shall be required to work in a harmonious manner with University 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 the University.

The Contractor agrees that, upon request by the University's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of the University, 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. The University's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

The University'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.

4.25.4 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.

4.26 Licenses 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 the

University's Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award, in the event that it had not been required as part of the Contractor's bid.

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders should submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.27.1 State Treasurer Review

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

4.28 New Jersey Election Law Enforcement Commission Requirement

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

4.29 Federal and State Laws and Regulations Regarding Healthcare

The University is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and

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

5.0 Proposal Preparation and Submission Instructions

5.1 General

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

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

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

5.2 Proposal Delivery and Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UMDNJ 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. Each bidder should also submit five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

The bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.

5.5.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

5.5.3 Affirmative Action

The bidder should complete the attached Affirmative Action Employees Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

5.5.4 Trane Certifications

The bidder must supply a copy of their Trane MFG Certificates. They indicate that the mechanics are factory trained to work on Trane's equipment. Failure to do so may result in the award of the contract to another bidder.

5.5.5 Public Works Certification

The bidder must supply a copy of their Public Works Certifications with the Bid. Failure to do so may result in the award of the contract to another bidder.

5.5.6 Business Associate Agreement

Not applicable to this contract.

5.5.7 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid may render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert>

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

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

5.6 Section 2 - Technical and Organizational Support and Experience Proposals

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

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

5.7 Section 3 - Cost Proposal

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

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of ninety (90) days so that an award can be made.

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

Failure to include a labor category along with a loaded hourly rate will exclude that category from eligibility to perform additional work and/or special projects under the contract resulting from this RFP. Each bidder may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by this RFP.

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

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

6.0 Proposal Evaluation and Contract Award

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's documented experience in successfully performing chiller maintenance services in large organizational settings as referenced in section 3.0 of the RFP.

6.3.2 The qualifications and experience of the bidder's repair personnel assigned to the contract, with emphasis on documented experience in the successful performance of maintenance and repairs of similar size and scope with particular emphasis on large industrial, educational or clinical institutions.

6.3.3 The bidder's overall ability to perform maintenance and repairs of chillers as required in section 3.0 of the RFP.

6.3.4 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

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

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

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

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

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which the University 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 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 UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President determines that it is in the public interest to do so.

6.6 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 Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Vice President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

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

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

The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Vice President, a hearing may be held on the merits of the protest. In all cases, the Vice President will notify the bidder of the final determination on the protest.

7.0 Bidder's Data Sheets (Forms to Be Completed by the Bidder)

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

Bidders are strongly advised to use the Bidder's Data Sheets supplied herein. The bidder should make additional copies, if necessary.

7.1 Listing of Potential Problems

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

1. Potential Problem:

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

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

(Make Additional Copies of This Sheet, If Necessary)

7.2 Contact Information

7.2.1 The bidder should provide the location of bidder's business office that will be responsible for management of this contract.

Name: _____
Address: _____

Business Phone Number: (____)-____-____
Business Fax Number: (____)-____-____
E-Mail Address _____

7.2.2 The bidder should provide the name(s) and phone number(s) of bidding firm's management personnel to be contacted if problems or emergencies occur (24 hours per day).

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

(Make Additional Copies of This Sheet, If Necessary)

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

Name: _____
Address: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Business Fax Number: (____)-____-____
Home Telephone Number: (____)-____-____

7.2.3 The bidder should list below the name, address and telephone number of the insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm.

Name of Insurance Firm: _____

Address of Insurance Firm: _____

Name and telephone number of individual at the insurance company that the University may contact to verify this information:

Name: _____
Telephone Number: (____)-____-____

7.3 **Listing of Bidder's Management and Supervisory Personnel**

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

1. Name of Individual Assigned to Contract: _____

2. Position or Title on this Contract: _____

3. Proposed Function/Role on This Contract:

(Make Additional Copies of This Sheet, If Necessary)

7.4 Resumes for Bidder's Personnel Assigned to This Contract

The bidder should provide a detailed resume for each contract manager and on-site supervisor(s) to be assigned to this contract as listed in Section 7.3, above.

NOTE: The bidder should submit at least one (1) acceptable resume for the bidder's contract manager. The bidder should submit at least two (2) acceptable resumes for bidder's on-site supervisor(s).

Resumes should emphasize the relevant qualifications and experience of the individuals assigned in successfully providing services similar in size and scope to those required by this RFP. A description of the contract given as a reference should be provided and should show how the individual's work under the contract relates to the services required by this RFP.

Bidders are strongly urged to utilize the format specified below:

7.4.1 Resume Form: Manager

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Total Years Worked In the Industry Providing Roofing Services Required by this RFP:

Employment Data: Provide only Information Related to Prior Employment in the Industry Providing Services Required by this RFP:

1. Employer's Name: _____

Address: _____

Name of Employer's Management Person That May Verify Reference: _____

Phone Number of Individual Listed Above: ()- -

Dates Employed: From _____ To _____

List Total Number of Employees Managed: _____

Provide a Brief Description of Duties at this Job. Emphasize Duties which are Similar to those Required by this RFP: _____

(Resume Form: Contract Manager(s) Continued on the Following Sheet)

2. . Employer's Name: _____

Address: _____

Name of Employer's Management Person That May Verify Reference: _____

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

List Total Number of Employees Managed: _____

Provide a Brief Description of Duties at this Job. Emphasize Duties which are Similar to those required by this RFP: _____

Contract Manager(s)' Relevant Education and Training:

7.4.2 Resume Form: On-Site Supervisor

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Total Years Worked In the Industry Providing Roofing Services Required by this RFP:

Employment Data: Provide only Information Related to Prior Employment in the Industry Providing Services Required by this RFP:

1. Employer's Name: _____

Address: _____

Name of Employer's Management Person That May Verify Reference: _____

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

List Total Number of Employees Managed: _____

Provide a Brief Description of Duties at this Job. Emphasize Duties which are Similar to those Required by this RFP: _____

(Resume Form: On-Site Supervisor Continued on the Following Sheet)

7.4.3 Resume Form: On-Site Mechanics

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Trane Certified: Y_____N_____.

Total Years Worked In the Industry Providing Chiller Repair Services Required by this RFP:

Employment Data: Provide only Information Related to Prior Employment in the Industry Providing Services Required by this RFP:

1. Employer's Name: _____

Address: _____

Name of Employer's Management Person That May Verify Reference: _____

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

Provide a Brief Description of Duties at this Job. Emphasize Duties which are Similar to those Required by this RFP: _____

(Resume Form: On-Site Supervisor Continued on the Following Sheet)

2. Employer's Name: _____

Address: _____

Name of Employer's Management Person That May Verify Reference: _____

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

Provide a Brief Description of Duties at this Job. Emphasize Duties which are Similar to those Required by this RFP: _____

Mechanic(s)' Relevant Training:

7.5 References of Firm

The bidder should list references that clearly demonstrate the bidder's proven capabilities in performing services of a similar size and scope to those required by this RFP. It is requested that references be given in the format below.

The bidder should provide a comprehensive listing of contracts requiring work of a similar size and scope to those required by this RFP. References provided should be for work that has been successfully undertaken and completed by the bidder. These references will serve as a demonstration of the firm's ability to successfully undertake and provide the services required by this RFP. A description of the contract should be included and should show how the referenced contract relates to the ability of the firm to provide the services required by this RFP.

1. Name of Reference: _____

Address: _____

Name of Firm's Management Person That May be Contacted to Verify the Reference:

Telephone Number of the Individual Listed Above: ()-__-__

Dates of Contract: From: _____ To: _____

Provide a brief description of Services that your firm provided for this Company under Contract. Emphasize services which are similar to those required by this RFP:

2. Name of Reference: _____

Address: _____

Name of Firm's Management Person That The University May Contact to Verify the Reference:

Telephone Number of the Individual Listed Above: ()- -

Dates of Contract: From: _____ To: _____

Provide a brief description of Services that your firm provided for this Company under Contract. Emphasize services which are similar to those required by this RFP:

3. Name of Reference: _____

Address: _____

Name of Firm's Management Person That The University May Contact to Verify the Reference:

Telephone Number of the Individual Listed Above: ()- -

Dates of Contract: From: _____ To: _____

Provide a brief description of Services that your firm provided for this Company under Contract. Emphasize services which are similar to those required by this RFP:

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4. Name of Reference: _____

Address: _____

Name of Firm's Management Person That The University May Contact to Verify the Reference:

Telephone Number of the Individual Listed Above: ()- -

Dates of Contract: From: _____ To: _____

Provide a brief description of Services that your firm provided for this Company under Contract. Emphasize services which are similar to those required by this RFP:

5. Name of Reference: _____

Address: _____

Name of Firm's Management Person That The University May Contact to Verify the Reference:

Telephone Number of the Individual Listed Above: ()- -

Dates of Contract: From: _____ To: _____

Provide a brief description of Services that your firm provided for this Company under Contract. Emphasize services which are similar to those required by this RFP:

7.6 **Listing of All Contracts Lost in the last Three (3) Years**

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

1. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

2. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

3. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

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4. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

5. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

6. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

7.7 Subcontractor's Data Sheet(s)

If the bidder is proposing to use subcontractors, the following information should be completed and submitted with your bid.

NOTE: If there is more than one (1) subcontractor, bidders should submit the following data for *each* subcontracting firm. It is suggested that bidders make blank copies of this section and complete a copy for each subcontractor.

1. Provide Subcontractor's Name, Address, Contact Person and 24-hour Phone Number:

Firm Name: _____

Address: _____

Contact Person: _____

24-Hour Phone Number: _____

2. List the Name(s), Titles and Functions, of the responsible Operating Officers:

Name	Title	Function
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Specify what function will the Subcontractor will be Performing:

4. Indicate below the Subcontractor's Experience in Performing Similar Services to those Required by this RFP:

5. Name and Address, Contact Name and Telephone Number of Firm Provided as a Reference for the Subcontractor:

Name of Company provided as a Reference for the Subcontractor:

Address:

Name of Company's Management Person that may be contacted to verify the Reference:

Phone Number of Individual Listed Above: ()- -

Dates under Contract: From: To:

Provide a brief description of the Services that the Subcontractor will provide for this Company under Contract.

6. Name and Address, Contact Name and Telephone Number of Firm Provided as a Reference for the Subcontractor:

Name of Company provided as a Reference for the Subcontractor:

Address:

Name of Company's Management Person that may be contacted to verify the Reference:

Phone Number of Individual Listed Above: (____)-____-____

Dates under Contract: From: _____ To: _____

Provide a brief description of the Services that the Subcontractor will provide for this Company under Contract.

7. Name and Address, Contact Name and Telephone Number of Firm Provided as a Reference for the Subcontractor:

Name of Company provided as a Reference for the Subcontractor:

Address:

Name of Company's Management Person that may be contacted to verify the Reference:

Phone Number of Individual Listed Above: (____)-____-____

Dates under Contract: From: _____ To: _____

Provide a brief description of the Services that the Subcontractor will provide for this Company under Contract.

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7.8 Bidder's Financial Capacity

The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully provide services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University reserves the right to check and evaluate the firm's financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University, but is not mandatory. However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.

8.0

PRICE SHEET AND SUPPORTING DETAIL

RFP# P11-063

8.1 Total, firm, fixed cost to provide Chiller and MUA Maintenance and selected repairs on the Stratford and Camden Campus as per Section 3.0 of the RFP.

TOTAL LUMP SUM PRICE – Year 1	\$_____.
TOTAL LUMP SUM PRICE – Year 2	\$_____.
TOTAL LUMP SUM PRICE – Year 3	\$_____.
TOTAL FOR THREE (3) YEARS	\$_____.

8.2 Repair Hourly Rates (For use on quotes noted in Section 3.1)

	Quantity	Unit	Cost To UMDNJ Over Prevailing Wage	Total Cost Hourly Rate Charged to UMDNJ
			<u>Bidders shall submit an all inclusive Bid Price over The Prevailing Wage Rate</u>	Prevailing Wage rate + Price Over Prevailing Rate For Essex County At The Time Of Bid Opening.
Mechanics Straight Time	1	HR	_____ / HR	
Mechanics Overtime	1	HR	_____ / HR	
Mechanics Weekend	1	HR	_____ / HR	
Mechanics Holiday	1	HR	_____ / HR	

*Note#1: Cost includes bidders FICA, workmen compensation, social security, unemployment insurance and all overhead plus profit per hour.

*Note#2: See Below for an example.

Sample Bid Price Sheet:**

	Quantity	Unit	SAMPLE BID PRICE Cost* To UMDNJ Over Prevailing Wage	Total Cost Hourly Rate Charged to UMDNJ
Sample Prevailing Wage Rate	1	HR	<u>Bidders shall submit an all inclusive Bid Price over The Prevailing Wage Rate</u>	Prevailing Wage rate + Price Over Prevailing Rate For Essex County At The Time Of Bid Opening.
Sample Prevailing Wage Rate: \$60.00	1	HR	\$5.00 / HR	\$ 65.00
Sample Prevailing Wage Rate: Overtime Rate: \$90.00	1	HR	\$5.00 / HR	\$ 95.00

***Cost includes bidders FICA, workmen compensation, social security, unemployment insurance and all overhead plus profit per hour.**

****In this Overtime Sample, UMDNJ will not pay a 1.5 multiplier for the Bid Price Cost to UMDNJ. UMDNJ will only pay Prevailing Wage Rate and the Bidders stated Price over the Prevailing Wage (\$90.00 + \$5.00 = \$95.00).**

**8.3 Pricing for parts, materials, and Subcontractor cost.
(For use on quotes noted in Section 3.1)**

In the space below, indicate the percentage over actual cost the Contractor will use for parts, materials or subcontractor cost. The percentage over actual cost shall include all office, administrative, and technical resources necessary for the procurement, identification and management of parts, materials and or subcontractors.

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% markup over “Contractor actual cost”%.

Note: Contractor actual cost is the dollar amount paid by the Contractor for the item requested by the department. It does not include freight, employee wages, taxes or any other possible charges unless approved in writing by the approved designee of UMDNJ. Discounts off list price or % markup over list price or end user price is not acceptable.

9.0 Required Forms

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

- Ownership Disclosure Form
- MacBride Principle & Northern Ireland Act of 1989 Form
- Public Works Certificate
- Trane and Other Factory Certifications
- Business Registration Certificate (BRC)

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

- Affirmative Action Employee Information (AA302)
- Two-Year Chapter 51/Executive Order 117 Vendor certification and Disclosure of Political Contribution Form
- Certificate of Insurance
- Business Associate Agreement

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
------	--------------	---------------	-------------	--------------------

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
------	--------------	---------------	-------------	--------------------

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____

_____ Name

_____ Title

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NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52-32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12-2, that the entity for which I am authorized to bid:

_____ has not ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories or similar facilities, either directly or indirectly through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

Request for Proposal: Chiller and MUA Maintenance and Repairs on the Stratford and Camden Campuses.
(RFP #P011-063)

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/302 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

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

Sincerely,

Purchasing Services

Attachment A

UNIVERSITY OF MEDICINE AND DENTISTRY'S STANDARD TERMS AND CONDITIONS

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)), the following terms and conditions will apply to all contracts or purchase agreements made with the University of Medicine and Dentistry of New Jersey (UMDNJ). 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 UMDNJ's terms and conditions, the bidder must so state specifically in writing in the bid proposal.

Any proposed change, modification, or exception in UMDNJ's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

2 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

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

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

3.0 PROPOSALS TERMS

3.1 Contract Amount

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which UMDNJ 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 Director of Purchasing Services'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 UMDNJ, price and other factors considered. Awards will not be based on any discounts offered by the bidder.

The Director of Purchasing Services 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 UMDNJ to do so.

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

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

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

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

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

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

3.3.6 Failure to comply with Ownership Disclosure requirements promulgated pursuant to N.J.S.A. 52:25-24.2.

3.4 UMDNJ's Right to Inspect Bidder's Facilities

UMDNJ 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 UMDNJ's Right to Request Further Information

The Director of Purchasing Services 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 Director of Purchasing Services 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 UMDNJ 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

UMDNJ reserves the right to require the bidder/Contractor to submit samples for approval. UMDNJ 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 UMDNJ. 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 UMDNJ at the time of bid submission. Sample(s) delivered shall be tagged indicating the name of the bidder, the UMDNJ 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 UMDNJ; or,
- (c) An irrevocable letter of credit drawn naming the Treasurer, UMDNJ as beneficiary issued by a federally-insured financial institution.

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

- _ (a) Issue an award notice for those offers accepted by UMDNJ; 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 UMDNJ. In case of default, UMDNJ 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 and/or contract cancellations for cause pursuant these Standard Terms and Conditions, a bidder may be bypassed for this award. See N.J.A.C. 17:12 -2.8.

3.10 Subcontracting or Assignment

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and UMDNJ.

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 UMDNJ. “F.O.B. Destination” does not cover “spotting,” but does include delivery on the receiving platform at any destination within UMDNJ, 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 UMDNJ 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**.