

REQUEST FOR PROPOSAL (RFP)

TITLE: Elevator Maintenance Services for UMDNJ Piscataway,
New Brunswick and Somerset Locations

RFP NUMBER: P10-005

DATE ISSUED: January 11, 2010

DUE DATE: February 2, 2010

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 for the Piscataway, New Brunswick and Somerset Locations.

The purpose of this RFP is to enter into a contract for the services of an Elevator Contractor that will provide maintenance and service for all the elevators on the UMDNJ Piscataway, New Brunswick and Somerset locations listed in Section 3.15 of this RFP. The service shall consist of furnishing all maintenance services that are standard to the industry and mandated by Local, State and Federal law and those services which include testing, repairs and emergency response specified in the RFP. The service shall also consist of furnishing a twenty-four hour basis, seven days a week preventive maintenance and service program that systematically examine, adjust, clean, lubricated and repair elevator equipment in order to keep units in proper and safe operating condition. The contract will be awarded for three (3) years commencing from the date of award.

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.

1.1.2 Intent

It is the University's intent to award a service contract to one (1) one Contractor for elevator maintenance services for UMDNJ Piscataway, New Brunswick and Somerset locations.

1.2 Background

The Department of Physical Plant is a service oriented department of the University of Medicine and Dentistry of New Jersey (UMDNJ). It was established to assist the University in effectively providing safe and comfortable physical conditions for the University community and visitors.

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: Bobby Fitts
Buyer's Phone Number: 732-235-9043.
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 Site Visit – Attendance at the Site Visit is mandatory.

A mandatory Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to see the locations at which the task will be performed. The date, time and location are provided as follows:

DATE: January 21, 2010

TIME: 10:00 AM

LOCATION: UMDNJ, PHYSICAL PLANT DEPARTMENT, ROOM CB-27 (BASEMENT),
675 HOES LANE, PISCATAWAY, NEW JERSEY 08854.

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.

1.3.3 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: January 21, 2010

TIME: IMMEDIATELY FOLLOWING THE MANDATORY SITE VISIT

LOCATION: UMDNJ, PHYSICAL PLANT DEPARTMENT, CLINICAL ACADEMIC
BUILDING, 125 PATTERSON STREET, NEW BRUNSWICK, NEW JERSEY 08901

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.

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

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

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection after contract award. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the buyer.

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.

1.4.10 Bid Bond

Not applicable to this procurement.

1.4.11 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.

1.4.12 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. 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 will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/purchase/busreg.htm>

1.4.12.1 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.

1.4.12.2 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 contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

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

1.4.13 Deficit Reduction Act

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.

2.0 DEFINITIONS

2.1 General 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.

“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 Vice President of Supply Chain Management.

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

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

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

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

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

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

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

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

“Vice President” – The Vice President of Supply Chain Management; the contracting officer for UMDNJ.

2.2 Contract Specific Definitions

“ADA” - Americans with Disabilities Act.

“All-Inclusive Hourly Rate” – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

“Brake” - An electro-mechanical device used to prevent the escalator from moving when power is applied to the hoist motor. On some types of control, it also stops the elevator from the hoist motor.

“Brake Shoe” - Moving member of a brake, lined with friction material which when in contact with a drum, holds the elevator at floor level.

“Brush” - A device, usually of carbon or graphite composition, used to connect a circuit with the drive portion of a DC (Direct Current) motor, generator or electrical device.

“Car”(Elevator) - The load carrying unit, including it's platform, frame, enclosure, and car door or gate.

“Code” - A system of regulations pertaining to the design, manufacture, installation and maintenance of elevators, dumbwaiters, escalators, and moving walks. The most widely recognized and used is ANSI A-17.1, sponsored by the National Bureau of Standards, the American Institute of Architects, The American Society of Mechanical Engineers (AMSE), and published by ASME. It has been adopted by many states. Some states and cities have written their own codes, most of which, are based on ANSI A-17.1.

“Controller” - A device, or group of devices, which serves to control, in a predetermined manner, the apparatus which it is connected.

“Counter weight” - A weight, which counterbalances the weight of an elevator car plus approximately 40 percent of the capacity load.

“Direct Current” - (DC Voltage)- Is electrical current, which flows in one direction at a substantially constant value.

“Drive Sheave” - The grooved wheel of a traction-type hoisting machine over which the hoist ropes pass, and by which motion is imparted to the car and counterweight by the hoist ropes.

“Escalator” - A power driven, inclined, continuous stairway used for raising or lowering passengers.

“Firm Fixed Price” – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms travel, reproduction and any other costs. No additional fees or costs shall be paid by UMDNJ unless there is a change in the scope of work.

“Generator” - An electromechanical device that converts mechanical device which converts mechanical energy to electrical energy (usually thru DC Current).

“Governor” - (1) A mechanical speed control mechanism. For elevator, it is wire rope driven centrifugal device used to stop and hold movement of the elevator’s driving rope, which initiates the activation of the car’s safety device. It opens a switch, which cuts off power to the drive motor and brake, if the car travels at a preset speed in the down direction. Some types of governors will also open the governor switch and cut off power to the drive motor and brake if the car over speeds in the up direction. (2) On escalators, a direct-driven centrifugal device which, when activated by over speed, cuts off power to the device motor and service brake.

“Governor Rope” - A wire rope attached to an elevator car frame that drives the governor and, when stopped by the governor, initiates setting of the car safety mechanism.

“Guide Rails” - Steel T-section with machined guide surfaces installed vertically in a hoistaway to guide and direct the course of travel of an elevator car and elevator counterweights.

“Hoistaway” - A shaftway for the travel of one or more elevator, dumbwaiters or material lifts. It includes the pit and terminates at the underside of the overhead machinery space floor or grating, or at the underside of the roof where the hoistway does not penetrate the roof.

“Leveling” - It is the movement of an elevator towards the landing sill when it is within the leveling zone. When the word leveling is used, the inference is that the process of attaining a level or stop position.

“OEM” - Original Equipment Manufacturer.

“Physical Plant Work Control Center” - The Work Control Center is the area of the Physical Plant that receives calls concerning elevator problems and is responsible for issuing maintenance work order requests.

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

3.0 SCOPE OF WORK

All elevators cited herein have been maintained under current contracts which are expiring.

3.1 Full Service Preventative Maintenance

The Contractor shall furnish all material, labor, supervision, tools, supplies and other expenses necessary to provide full and complete preventative maintenance services and repairs of every description, including inspections, adjustments, tests and replacements for the elevators / lifts as mandated by all local, state and federal statutes, regulations and procedures and as described below. The project services shall include but not be limited to the following:

A. The contractor shall, **each month**, examine, adjust, lubricate, clean and when conditions warrant, repair or replace the listed following items and components thereof and all other mechanical or electrical equipment as required by this Scope of Work as stated below.

NOTE: All preventative maintenance shall be performed on a minimum of once every twenty (20) calendar days and at a maximum of once every forty (40) calendar days. The contractor must submit a schedule of preventative maintenance for approval to the Physical Plant Operations Supervisor for each elevator. The schedule shall list procedure and time interval.

(1) Hoist machine, including but not limited to housing, drive sheave, all bearings, couplings, packing, brake assembly, and component parts. Hydraulic power unit including motor, pump, valves, piping, muffler complete.

(2) Motors including, including but not limited to auxiliary rotating systems, motor windings, rotating elements, couplings, bearings, commutators and motor fields.

(3) All sheaves, sprockets and bearings.

(4) Controller: All components including, but not limited to all relays, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, circuit boards, computer devices and any and all controller wiring related to emergency power, fire recall and handicapped signals.

(5) Selector: All components including, but not limited to selector drive tape, wire or cable, hoistway tapes and vanes, magnets, inductors and all other mechanical and electrical drive components.

(6) Motor brushes and brush holders.

(7) Hoistway door interlocks, including, but not limited to locks and contacts; hoistway door hanger rollers and tracks, bottom door gibs, cams, pickup and interlock rollers, and auxiliary door closing devices for power operated doors.

- (8) Hoistway limit switches, including, but not limited to normal and finals, slowdown switches, leveling switches and associated cams and vanes.
- (9) Guide shoes including, but not limited to rollers or replaceable gibs or shoes.
- (10) Automatic power operated door operators, including, but not limited to door protective devices, clutches, car hangers, tracks and car door contacts.
- (11) Traveling cables, hoistway and machine room wiring.
- (12) Hydraulic cylinders, pistons, packing, valves and piping.
- (13) Governor including, but not limited to governor sheave and shaft assembly, bearings, switches, contact jaw and governor rope tension assembly.
- (14) Car and counterweight safety mechanism and load weighing equipment.
- (15) Hoist cables, governor cables, compensating cables and compensating chains, tension sheaves, including, but not limited to adjustment of tension on all hoist ropes.
- (16) Buffers.
- (17) Fixture contacts, including, but not limited to push buttons, key switches and locks and lamps and sockets of pushbutton stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators. This includes the re-lamping of all fixtures.
- (18) Stop switch and hoistway reader box: All components including, but not limited to wire or tap hoistway vanes, and all other mechanical and electrical drive components.
- (19) Hydraulic packing, valves and piping.
- (20) Elevator control wiring in hoistway and machine room.
- (21) Perform general inspection of machinery, sheaves, worm and gear motor, brake, and selector for traction elevators. Lubricate as required. Check oil level in tank, inspect belts for wear, and inspect piping and valves for leakage for all hydraulic power units.
- (22) Empty drip pans, discard oil, in an approved manner, check gear and oil level.
- (23) Observe brake operation and adjust or repair, if required.
- (24) Inspect and lubricate machinery, contacts, linkage and gearing. Clean and inspect brushes and commutators, and perform needed repairs. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

- (25) Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
- (26) Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
- (27) Remove litter, dust, oil, etc., from all machine room equipment.
- (28) Clean pit, empty drip pans, and check jack packing for excessive leakage.
- (29) Check governor and tape tension sheave lubrications.
- (30) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, selectors, tapes, and inductors. Repair and/or adjust for proper leveling and hydraulic valve adjustment.
- (31) Test of alarm bells, car emergency light and two-way communications.
- (32) Observe operation of elevator throughout its full charge and at all floors it serves to test controls, safety devices, leveling, re-leveling and other devices.
- (33) Check door operation, including, but not limited to clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, cams and door closer.
- (34) Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawls, magnets, wiring, contacts, relays, tape drive and broken tape switch.
- (35) Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car sill, side and top exits.
- (36) Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- (37) Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- (38) Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate, as necessary.
- (39) Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and MICA level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brush for tension seating and wear, replace or adjust, as required.
- (40) Check and adjust: car ventilation system, car position indicators, director stations, hall and car call buttons, hall lanterns.

(41) Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope.)

(42) Test emergency lighting and emergency power for two-way communication/alarm bell.

(43) Test and record results of fireman key switch operation service (Phase 1 and 2), per code. This does not mean the activation of the smoke detectors.

(44) Test and record the results of fire recall test on each elevator.

B. The contractor shall keep the guide rails free of rust where roller guides are used and cleaned and lubricated when sliding guides are used. Renew guide shoe rollers and gibs or shoes as required to insure a smooth and satisfactory car ride.

C. The contractor shall also examine, and make necessary adjustments or repairs to the following accessory equipment including, but not limited to re-lamping of all signal equipment: hall lanterns, car and corridor position indicators, car stations, traffic director stations, electric door operators, intercom systems, interlocks, door hangers, safety edges and electric eyes.

D. All replacement parts shall be new, best quality and suitable for their intended use. Parts must be obtained from original manufacturer. Equivalent parts may be used if approved by the Using Agency in writing. All parts requiring repair shall be rebuilt to "like new" condition.

E. The contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or an approved equal.

F. The contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. The cleaning and refinishing of the interior of the cars and the exterior of hoistway door frames, panels and sills are excluded from this contract.

G. The contractor shall maintain all equipment in hoistways, machine rooms, pits and assigned contractor work space in a clean and orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept clean, free of debris and oil spills.

H. The contractor shall perform all of the work which may be required to remove all violations or to comply with recommendations of public administrative agencies or departments and casualty companies resulting from normal wear. It is understood, however, that this work will be done by the contractor only in the event that it pertains to those items which the contractor, under the terms of this contract, is required to repair. It is also understood that the conditions requiring this work shall not have been in existence on the date that the service is to commence under this contract or after 30 days' cancellation notice has been given by either party.

I. The contractor shall be responsible for notifying the Physical Plant Operations Supervisor, in writing, of the existence or development of any defects in, or repairs required to, the equipment which it does not consider to be its responsibility under the terms of the contract. The contractor

shall furnish the agency with a written estimate of the cost to correct any such defects or make the required repairs. The agency reserves the right to make the final determination concerning the responsibility of such defects, correction or repairs.

J. The contractor shall be responsible for giving immediate notice to the Physical Plant Operations Supervisor of any condition which may present a hazard to either the equipment or passengers, and repair the condition as soon as scheduling can be arranged. If the condition is deemed a safety hazard, the contractor shall make immediate repairs to the equipment.

K. The contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the contractor, his/her representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the contractor. A written report of such alleged negligence or misuse shall be submitted to the Physical Plant Operations Supervisor immediately.

Examples of these are:

Refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, framers and sills, balustrades, deck boards, skirt panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the contractor shall be borne by the using agency. Negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of the using agency and the contractor.

IMPORTANT NOTE:

The Bidder has read, understands and will comply with all of Section 3.1. Please initial here_____.

If the Bidder cannot or will not comply with every specification in Section 3.1, the Bidder must provide an explanation in Section 7.0. The Bidder must recognize that failure to meet a mandated specification of this Scope of Work is likely to result in being deemed non-compliant.

3.1.2 The Contractor must supply and install all elevator/escalator/lift parts as required for daily equipment services. No long-term storage will be provided by UMDNJ.

3.1.3 The Contractor must provide for the removal of all unused materials and or proper storage of flammable or hazardous materials, for example: cardboard, oils, cleaning fluids, etc. on a daily basis.

3.1.4 The Contractor must submit an annual maintenance schedule for approval to the Physical Plant Operations Supervisor and a list of inclusive repair and or replacement services monthly.

3.1.5 The Contractor must log and provide work orders for any major or minor repairs on a daily basis with the Physical Operations Supervisor and Physical Plant Work Control Center. Major repairs will require written approval from the Physical Plant Operations Supervisor.

3.1.6 The Contractor completion times and emergency response services must adhere to the specifications listed in section 3.8 of the RFP. Traction and hydraulic elevators and lifts are addressed in this document as part of the RFP requirements.

3.1.7 All equipment serviced and maintained by the Contractor for UMDNJ must meet state, city and American National Standards codes for elevators/escalators/lifts.

3.1.8 The Contractor shall be responsible for all of the equipment listed for the Piscataway, New Brunswick and Somerset locations listed in Section 3.15 of this RFP.

3.2 Physical Plant Operations Supervisor

The Physical Plant Operations Supervisor will be the point of contact for UMDNJ and will interact directly with the Contractor and will be responsible for over seeing any elevator work and emergencies.

IMPORTANT NOTE:

The Bidder has read, understands and will comply with all of Section 3.2. Please initial here_____.

If the Bidder cannot or will not comply with every specification in Section 3.2, the Bidder must provide an explanation in Section 7.0. The Bidder must recognize that failure to meet a mandated specification of this Scope of Work is likely to result in being deemed non-compliant.

3.3 Description of Maintenance Services

3.3.1 The Contractor shall keep the elevators/lifts maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.

3.3.2 The Contractor shall provide maintenance at a constant, high quality level to properly protect all equipment from deterioration and to provide constant peak performance of all equipment, resulting in a minimum of down time for any portion of the system.

3.3.3 The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated with lubricant as recommended by the manufacturer of car safety when sliding guides are used.

3.3.4 The Contractor shall renew guide shoe rollers and gibs as required insuring smooth and satisfactory operation.

3.3.5 The Contractor shall examine and make necessary adjustments or repair to the following accessory equipment including re-lamping of signal equipment: hall lanterns, car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers and safety edges.

3.3.6 The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.

3.3.7 The Contractor shall furnish and use lubricants as recommended by the manufacturer of equipment or approved equal.

3.3.8 The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, secondary levels and pits and assigned Contractor work space in a clean orderly condition, free of dirt, dust and debris. Pits and machine spaces shall be kept dry and clean. All elevator pits must be kept completely clean of all materials, including any medical products or debris.

3.3.9 The Contractor shall be responsible for notifying the Physical Plant Operations Supervisor, in writing, of the existence or development of any defects in, or repairs required to, the elevator equipment, which the Contractor does not consider to be its responsibility under the terms of the contract. The Contractor shall furnish UMDNJ with a written estimate of the cost to correct any such defects or make the required repair. UMDNJ reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.

3.3.10 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer. This list is not meant to be all-inclusive but to act as an outline for the type of work required.

3.3.11 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer. For the entire machine, including housing, drive sheave, drive sheave shaft bearings, brake and brake assembly and component parts.

3.3.12 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer including the motor and motor generator, including auxiliary rotating systems motor windings, commutators and bearings and electronic motor drives.

3.3.13 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace sheaves and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer.

3.3.14 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all controller components including all relays, electronic components, contacts, solid state components resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices and computer devices.

3.3.15 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all selector components including selector drive tape, wire or cable and all other mechanical and electrical drive components.

3.3.16 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all motor and motor generator brushes and brush holders.

3.3.17 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all hoistway door interlocks or locks and contacts, hoistway door hangers and tracks, bottom door gibs and auxiliary door closing devices for power-operated doors.

3.3.18 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.

3.3.19 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all guide shoes including rollers or replaceable gibs.

3.3.20 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all tanks, pumping units, check, relief and pressure valves.

3.3.21 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for side slide doors.

3.3.22 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer including all traveling cables.

3.3.23 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer including all elevator control wiring in hoistway and machine room.

3.3.24 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all governors including governor cables, compensating cables and compensating chains, including adjustment of tension on all hoist ropes.

3.3.25 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer all buffers.

3.3.26 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer for all fixture contacts, push button, key switches, locks, lamps, sockets of button stations (car and hall), hall lanterns, position indicators and director stations.

3.3.27 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace-the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer in each car, the Americans with Disabilities Act (ADA)/handicapped telephone.

3.3.28 The Contractor shall regularly and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment at intervals specified by the equipment manufacturer repair or replace conductor cables and wiring.

3.3.29 The Contractor shall prepare for approval by the Physical Plant Operations Supervisor a yearly schedule of work listing all preventative maintenance and testing to be performed for the entire year. The schedule is to be broken down by building, elevator type, elevator reference, type of service to be performed for the equipment listed in Section 3.15 of this RFP and by frequency as listed in the examples below. The schedule of work must be submitted to the Physical Plant Operations Supervisor for approval. The schedule of work for maintenance is to include some or all of the following in Section 3.4.

3.3.30 The Contractor shall not be responsible for upgrading equipment to meet changes in code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal or other governmental authorities.

3.3.31 The Contractor shall not be required to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor's representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.

Examples of 3.3.31 are: refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, frames and sills, balustrade glass, interior and exterior decking, floor plates and all power supply panels and feeders. Negligence or abuse shall be determined by a joint decision as may be arrived at by the Physical Plant Project Manager.

IMPORTANT NOTE:

The Bidder has read, understands and will comply with all of Section 3.3. Please initial here_____.

If the Bidder cannot or will not comply with every specification in Section 3.3, the Bidder must provide an explanation in Section 7.0. The Bidder must recognize that failure to meet a mandated specification of this Scope of Work is likely to result in being deemed non-compliant.

3.4 Traction Elevators

3.4.1 Bi-Weekly Maintenance:

3.4.2 The Contractor shall perform general inspection of machinery sheaves, worm and gear, motor, brakes, selectors or floor controllers when used lubricate as required.

3.4.3 The Contractor shall empty drip pans and discard oil in an approved manner.

3.4.4 The Contractor shall observe brake operation and adjust or repair if required.

3.4.5 The Contractor shall inspect and lubricate machinery, contacts, linkage and gearing.

3.4.6 The Contractor shall clean and inspect brushes and commutators and perform needed repairs.

3.4.7 The Contractor shall clean and inspect controllers, selectors, relay connections, contacts, etc.

3.4.8 The Contractor shall ride car and observe operation of doors, leveling, reopening devices, push buttons and lights.

- 3.4.9 The Contractor shall inspect governor working parts and clean/lubricate as needed.
- 3.4.10 The Contractor shall clean and lubricate signal drive mechanism when used.
- 3.4.11 If rails are to be lubricated, the Contractor shall check condition and lubricate as needed.
- 3.4.12 The Contractor shall check governor and tape tension sheave lubrication.
- 3.4.13 The Contractor shall clean pit, remove all rubbish, trash, etc. and empty drip pans.
- 3.4.14 The Contractor shall inspect and test the ADA telephone in each car.
- 3.4.15 The Contractor shall replace any burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
- 3.4.16 Monthly Maintenance:
- 3.4.17 The Contractor shall check door operation, clean, lubricate and adjust brake, linkages, gear, motor, check keys, set screws, contacts, chain belts and cams.
- 3.4.18 The Contractor shall check door closer, clean, adjust and lubricate care gate tracks and pivot points.
- 3.4.19 The Contractor shall check selector, clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.
- 3.4.20 The Contractor shall check car, clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grille, stile channels, side and top exist.
- 3.4.21 The Contractor shall inspect interior of cab, test telephone or intercommunication system, normal and emergency lights, fan emergency call system or alarm, car station and perform the needed repairs.
- 3.4.22 The Contractor shall observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys.
- 3.4.23 The Contractor shall check load weighing device and dispatching time settings, clean, adjust and lubricate as necessary.
- 3.4.24 The Contractor shall check oil level in car and counterweight oil buffers and add oil as required.
- 3.4.25 The Contractor shall check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear.

- 3.4.26 The Contractor shall lubricate guide rails where applicable.
- 3.4.27 The Contractor shall check controller contacts and relays, visually inspect, check adjustment and replace contacts as required.
- 3.4.28 The Contractor shall check and adjust car ventilation system, car position indicators, directors stations, hall and car call buttons, hall lanterns and this car up signs.
- 3.4.29 The Contractor shall visually inspect and clean governors.
- 3.4.30 Quarterly Maintenance:
- 3.4.31 Contractor shall check the leveling operation. clean and adjust leveling switches, hoistway vanes, magnets and inductors, repair or adjust for proper leveling.
- 3.4.32 The Contractor shall make sure all hoistway doors are cleaned, lubricated and tracks hangers and that eccentrics, linkage gibs and interlocks are adjusted as needed.
- 3.4.33 The Contractor shall inspect all fastenings and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes if needed.
- 3.4.34 The Contractor shall inspect all rope hitches and shackles and equalize rope tension. All rope rusting must be corrected.
- 3.4.35 The Contractor shall clean, adjust and lubricate car door or gate tracks, pivots, hangers, car grille and still channels.
- 3.4.36 The Contractor shall inspect the hoist reduction gear brake and brake drum, drive sheave and motor and any bearing wear.
- 3.4.37 The Contractor shall perform the following on all cars: test alarm bell systems and clean light fixtures, inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots fastenings test emergency switch (ground case if necessary), inspect safety parts, pivots, set screws, switches, etc. The Contractor shall check the adjustment of the car and counterweight gibs, shoes or roller guides, lubricate and adjust, if necessary.
- 3.4.38 In the pit area, the Contractor shall lubricate compensating sheave and inspect hitches. The Contractor shall inspect the governor and tape tension sheave fastenings empty and clean oil drip pans.
- 3.4.39 The Contractor shall clean and visually inspect all parts of safeties and lubricate moving parts to assure their proper operation, check and adjust clearance between safety jaws and guide rails.

3.4.40 The Contractor shall clean and examine governor rope, replace if needed. The Contractor should not lubricate the governor rope.

3.4.41 Examples of Semi-Annual Maintenance:

3.4.42 The Contractor shall clean controllers with blower, check alignment of switches, relays, timers, hinge pins, etc., adjust and lubricate. The Contractor shall check all resistance tubes and grids. The Contractor shall check oil in overload relays, settings and operation of overloads. The Contractor shall clean and inspect fuses and holders and all controller connections.

3.4.43 The Contractor shall inspect sheaves to ensure they are tight on shafts, check spokes and rim with hammer for cracks.

3.4.44 The Contractor shall examine all hoist ropes for wear, lubrication, length and tension. The Contractor shall replace, lubricate and adjust all hoist ropes as required to meet code requirements.

3.4.45 In the hoistway, the Contractor shall examine guide rails, cams, fastenings and counterweights. The Contractor shall inspect and test limit and terminal switches. The Contractor shall clean all escalator wellways, tracks, pits and associated equipment.

3.4.46 The Contractor shall clean all overhead cams, sheaves, sills, bottom of platforms, car tops, counterweights and hoistway walls.

3.4.47 The Contractor shall check damping motor brushes and replace if needed.

3.4.48 Examples of Annual Maintenance:

3.4.49 The Contractor shall remove, clean and lubricate brake cores on brakes, clean linings, if necessary and inspect for wear, correct excess wear and adjust.

3.4.50 The Contractor shall inspect motor, generator and hoist motor armatures and rotor clearances. The Contractor shall check motor and MG set connection and lubricate in accordance with manufacturer's instructions.

3.4.51 The Contractor shall thoroughly clean car and counterweight guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.

3.52 The Contractor shall drain, flush and refill oil reservoirs of each hoisting motor and motor generator.

3.4.53 The Contractor shall check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.

3.4.54 The Contractor shall check the control system. The system's dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's

literature. The Contractor shall prove to the satisfaction of UMDNJ Physical Plant Operations Supervisor or designated representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the Physical Plant Operations Supervisor.

3.4.55 The Contractor shall perform all annual tests required by ASME A17.1 and A17.2.

IMPORTANT NOTE:

The Bidder has read, understands and will comply with all of Section 3.4. Please initial here_____.

If the Bidder cannot or will not comply with every specification in Section 3.4, the Bidder must provide an explanation in Section 7.0. The Bidder must recognize that failure to meet a mandated specification of this Scope of Work is likely to result in being deemed non-compliant.

3.5 Hydraulic Elevators

3.5.1 Bi-Weekly Maintenance:

3.5.2 The Contractor shall perform general inspection of machinery, pumps, piping, drives, valves, selector or floor controllers, when used, lubricate as required.

3.5.3 The Contractor shall empty drip pans, discard oil, and check reservoir oil level.

3.5.4 The Contractor shall inspect and lubricate machinery, contacts, linkage and gearing.

3.5.5 The Contractor shall clean and inspect controllers, selectors, relays connectors, contacts, etc.

3.5.6 The Contractor shall ride car and observe operation of doors, leveling, reopening devices, smoothness, etc.

3.5.7 If rails are lubricated, the Contractor shall check condition and lubrication. The Contractor shall service lubricators.

3.5.8 The Contractor shall replace all burned out lamps in elevator car, machine room equipment.

3.5.9 The Contractor shall clean trash from pit and empty drip pans, discard oil. The Contractor shall examine plunger seals and correct excess leakage.

3.5.10 The Contractor shall inspect and test the ADA telephone in each car.

3.5.11 Monthly Maintenance:

3.5.12 The Contractor shall observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, the Contractor shall determine cause and correct it.

3.5.13 The Contractor shall check door operation, clean, lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screws, contacts, chains and cams.

3.5.14 The Contractor shall check intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. The Contractor shall make the necessary repairs.

3.5.15 The Contractor shall inspect hoistway and pit. The Contractor shall clean and lubricate equipment as required. The Contractor shall service guide rail lubricators.

3.5.16 The Contractor shall observe the operation of motor and pump, oil lines, tank, controls, plunger, packing, etc. and adjust or repair as required.

3.5.17 The Contractor shall test manual and emergency control.

3.5.18 The Contractor shall check packing glands of valves and cylinder and tighten to prevent loss of fluids.

3.5.19 The Contractor shall visually inspect controller, contacts, and relay. The Contractor shall check adjustment and replace contacts as required.

3.5.20 The Contractor shall clean, lubricate, check door brake, operation of door checks, check keyways, set screws, contacts, etc.

3.5.21 The Contractor shall observe operation of signal system used.

3.5.22 The Contractor shall check locking bar operation, where used, and lubricate as required.

3.5.23 The Contractor shall check sill filler operation, where used, and lubricate as required.

3.5.24 Quarterly Maintenance:

3.5.25 The Contractor shall check leveling operation. The Contractor shall clean and adjust leveling switches, hoistway vanes, magnets, and inductors. The Contractor shall repair and/or adjust for proper leveling.

3.5.26 The Contractor shall check hoistway doors. The Contractor shall clean, lubricate, and adjust tracks, hangers and up thrust eccentrics, linkage gibs and interlocks.

3.5.27 The Contractor shall clean, adjust and lubricate car door or gate tracks, pivots, hangers.

3.5.28 Semi-Annual Maintenance:

3.5.29 The Contractor shall check controllers, clean blower, check alignment of switches, relays, timers, contacts, hinge pins, etc., adjust and lubricate. The Contractor shall check all resistance tubes and grids.

3.5.30 The Contractor shall check oil in overload relays, settings and operation of overloads. The Contractor shall clean and inspect fuses and holders and all controller connections.

3.5.31 The Contractor shall check and adjust all electronic components.

3.5.32 The Contractor shall, in hoistway, examine guide rails, cams and fastenings. The Contractor shall inspect and test limit and terminal switches. The Contractor shall check and adjust car shoes, gibs or roller guides and adjust or replace as required.

3.5.33 The Contractor shall clean all overhead beams, sills, bottom of platform, car tops and hoistway walls.

3.5.34 The Contractor shall clean car light fixture or luminous ceiling panel.

3.5.35 On tape drives, the Contractor shall check hitches and broken tape switch.

3.5.36 The Contractor shall check car stile channels, car frame, cams, supports and car steadying plates for bends or cracks.

3.5.37 The Contractor shall lubricate moving parts of vertical rising or collapsible car gates. The Contractor shall check pivot points, sheaves, guides and track for wear.

3.5.38 The Contractor shall lubricate guide shoe stems.

3.5.39 The Contractor shall check governor and tape tension sheave fastenings.

3.5.40 For all bi-parting doors, the Contractor shall clean chains, tracks and sheaves, lubricate as required and check door contacts.

3.5.41 The Contractor shall check fastenings and operation of door checks, interlocks clean and lubricate pivot points as required.

3.5.42 Annual Maintenance:

3.5.43 The Contractor shall thoroughly clean car guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.

3.5.44 The Contractor shall take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other proper-ties specified by the

equipment manufacturers. The Contractor shall drain and replace fluid if it fails to meet manufacturer's specified properties.

3.5.45 The Contractor shall thoroughly clean the mechanism, pit, top and bottom of car, etc.

3.5.46 The Contractor shall perform all annual tests as required by ASME A17.1.

3.6 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.

3.6.1 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 8.5 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
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). The 1.5 multiplier does not affect the extra \$5.00 charge that is added to the Overtime Rate.**

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.

3.6.2 Contract Price Increase (Prevailing Wage)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to The Vice President of Supply Chain Management for a price increase after the increase is announced by the federal government. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit to The Vice President of Supply Chain Management for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by The Vice President of Supply Chain Management.

3.7 Parts

3.7.1 All material and equipment furnished by the Contractor shall be new and specifically designed for the elevators/lifts on which they are to be installed. All old parts removed from UMDNJ equipment must be returned to the Physical Plant Operations Supervisor upon completion of repairs. No reconditioned/rebuilt equipment will be used without the approval and knowledge of the Physical Plant Operations Supervisor. All equipment must be replaceable

OEM generic types and models. No equipment, software, documentation, or service diagnostic tools shall be deemed proprietary in nature if it is used/installed on UMDNJ campus equipment. Alternate elevator manufactures must be able to service all installed equipment and software.

3.7.2 The Contractor shall have available at all times for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator system concerned. The inventory shall include, but not be necessarily limited to the following:

- a. Lamps, minimum two each type.
- b. Door operator motors and gear reduction units.
- c. Transformers and rectifiers for each type and size used.
- d. Relays and switches, minimum one each type.
- e. Generator and motor brush sets for each type and size used.
- f. Controller and selector switch contacts and coils for each size and type used. Electronic components (one complete set of each manufacturer).
- g. Selector tapes and selector motor when used.
- h. Door interlocks.
- i. Car door electronic edge, complete each type.
- j. All necessary lubricants and cleaning materials.
- k. One set of all Electronic 401 and 411 boards will be purchased by UMDNJ and paid for by contractor. They shall be stored under the control of UMDNJ and replacement of these boards requires that the board being removed from service be returned to the Otis Elevator Center via overnight courier. The cost of the replacement board will be paid by UMDNJ and reimbursed by the Contractor in full.

3.7.3 The Contractor shall provide at each building, a spare parts fire resistant metal storage cabinet in the machine room. All on site supplies shall be kept in this cabinet. All combustible materials are to be stored in sealed containers in this cabinet.

3.8 Completion Time

3.8.1 The Contractor shall only schedule one (1) elevator per bank to be put out of service at a time for routine maintenance, lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Physical Plant Operations Supervisor to minimize the disruption caused by the elevators being out of service. In the event there is a disruption in the routine schedule, the Physical Plant Operations Supervisor and Physical Plant Work Control Center are to be notified. When an elevator is shut down for any reason, a sign shall be placed at each opening stating: "This elevator being serviced, please use elevator # ____." A record shall be maintained by the contractor of non-emergency maintenance items in need of correction which come to his/her attention, and he/she shall provide this list to the Physical Plant Operations Supervisor for necessary corrective action during the contractor's routine visits.

3.8.2 Major repair and minor repair completions can be treated at different service levels. The Contractor must classify for the Physical Plants Operations Supervisor which category the repair falls under. Major repairs must not be treated as normal daily service actions and will require real time decisions by the Physical Plant Operations Supervisor before they can be addressed by the Contractor. The Physical Plant Operations Supervisor can determine that the repair is major and can afford more correction action completion time. The time of day that a shut down can occur for a major elevator repair shall be scheduled by the Physical Plant Operations Supervisor to minimize the disruption caused by the elevator being out of service. Ordinary and routine maintenance, lubrication, and servicing are exceptions.

3.8.3 If for any reason an elevator should be out of service for more than the usual trouble shooting time of thirty (30) to sixty (60) minutes, the Contractor shall notify the Physical Plant Operations Supervisor when the elevator was taken out of service, and the reason why and what time the elevator is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed on non-scheduled emergency repairs:

3.8.4 Examples of Major Repairs - Completion within two (2) days or best effort.

- a. Replace broken doors.
- b. Replace broken door controllers.
- c. Replace cables providing electrical interference.
- d. Replace any mechanical problem presenting a major life safety issue for the elevator.
- e. Present all equipment's deemed hazardous to UMDNJ zone supervisor for review as soon as possible.

3.8.5 Examples of Minor Repairs - Completion within one (1) day.

- a. Replace brake linings.
- b. Replace door operator motor.
- c. Replace selector drive motor.
- d. Replace pump units.

3.9 Safety

3.9.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

3.9.2 The Contractor must take all reasonable precautions for the safety and must provide all reasonable protection to prevent damage, injury or loss to all employees assigned to work on UMDNJ elevators 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, under their care, custody or control.

3.9.3 The Contractor must comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property.

3.9.4 The Contractor shall be responsible for giving immediate notice to UMDNJ Physical Plant Operations Supervisor of any condition which the Contractor discovers that may present a hazard to either the equipment or passengers.

3.9.5 The Contractor shall examine regularly and systematically all safety devices. Conduct normal operating inspections. If required, the governor shall be re-calibrated and sealed for proper tripping speed. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.

3.10 Maintenance Service Records

3.10.1 The Contractor shall keep a record of the routine maintenance items in need of correction on UMDNJ equipment. The Contractor shall bring this list to the attention of the Physical Plant Operations Supervisor for necessary corrective action.

3.10.2 The Contractor shall provide and keep current suitable check charts in the machine room for each elevator. Upon completion of maintenance, the Contractor shall properly initial the chart to indicate the work has been completed.

3.10.3 In addition to check charts in each machine room, when the Contractor arrives on site for any reason, the Contractor shall notify the Physical Plant Operations Supervisor so that an elevator maintenance log can be maintained. Upon leaving the premises, the Contractor shall again notify the Physical Plant Operations Supervisor to summarize, for the log, certain information regarding the visit. The information shall include columnar line entries for date, employee name, employee position classification, time of arrival, time of departure, hours worked and type and extent of work performed by elevator.

3.10.4 The Contractor must complete and submit an itemized list of work performed throughout the month to UMDNJ Physical Plant Operations Supervisor. This list must include the following information:

- a. Date and time of call.
- b. Building location and state number.
- c. Description of shutdown and corrective measures taken.
- d. Class of work, i.e., routine maintenance or call back service.
- e. Time elevator returned to service.
- f. Note on list all extra charges to contract.
- g. Any safety tests performed, with the written results of said test for correction of these deficiencies within thirty (30) days after his receipt of such notice.

3.11 Working Hours and Number of Workers

3.11.1 Routine and repair work must be performed during the Contractor's normal working hours.

3.11.2 The Contractor shall provide twenty-four (24) hour emergency call back service for all equipment under this contract. The Contractor agrees to have a workman report to the site of the emergency within one hour after receipt of a request for such service by telephone or otherwise from UMDNJ Physical Operations Supervisor or representative. The emergency call back service shall be limited to minor adjustments or repairs of not more than two (2) hours on-site duration in order to provide uninterrupted elevator service. Emergency call back service shall be performed as part of this contract without additional charge. The Contractor shall provide UMDNJ with, names and telephone numbers of the persons to be contacted in case of an emergency. The Contractor's field personnel are to contact the Physical Plant Operations Supervisor upon entering or leaving the premises.

3.11.3 Response time during regular working hours as listed in section 3.11 must be within one hour for regular calls and within thirty (30) minutes for passenger entrapments. Response time outside the regular working hours listed in section 3.11, Monday through Friday and all of Saturday and Sunday must be within two (2) hours for regular calls and within sixty minutes for passenger entrapments.

3.12 Drawings and Wiring Diagrams

3.12.1 Drawings and wiring diagrams furnished by UMDNJ to facilitate the Contractor's work shall be maintained and revised by the Contractor periodically as changes occur. At the expiration of the contract, the Contractor shall return to UMDNJ Physical Plant Operations Supervisor three copies of the drawings and wiring diagrams which shall faithfully represent the "as modified" condition existing at the expiration date.

3.12.2 Any and all drawings and wiring diagrams furnished to the Contractor by UMDNJ or drawings and wiring diagrams prepared by the Contractor for work shall be considered the property of UMDNJ. The drawings and wiring diagrams shall be accessible to the Physical Plant Operations Supervisor or representative at all times and must be turned over on request to the Physical Plant Project manager

3.13 Equipment, Wiring, and Circuit Changes

The Contractor must not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, not alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the Physical Plant Operations Supervisor. The Contractor must submit any proposed change to Physical Plant Operations Supervisor for approval. The submission must be in quadruplicate and it must include complete, neatly prepared drawing and wiring diagrams as well as a complete description of the proposed changes to the Physical Plant Operations Supervisor. The Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system.

3.14 Field Quality Control Safety Inspections And Tests

3.14.1 The Contractor shall perform all service and repair work in compliance with the American National Standard Safety Code of Elevators, Dumbwaiters, Escalators and Moving Walks, ANSI A 17.1 and shall be subject to safety inspection by the Physical Plant Operations Supervisor or representative. The Contractor shall perform all inspections of the elevators / lifts as required by the ANSI A 17.1 Code as last revised. The Contractor shall periodically examine and test all safety devices, governors, oil buffers, etc. The Contractor shall make formal safety tests and inspections as required and outline in the ANSI A 17.1 Code. The tests shall be conducted in the presence of the elevator inspector. Tests performed annually and at five (5) year periods will be scheduled to comply with the annual and five (5) year intervals specified in the ASME A 17.1 Code. Upon award the Contractor must state when the one (1) one year and five (5) year tests will be conducted based on the dates done previous to the Contractor's term of award.

After completing the required safety and buffer test, the Contractor must submit a document to the Physical Plant Operations Supervisor on their standard form indicating at least the following information:

1. Type of test.
2. Name of organization performing test.
3. Address of the facility being tested.
4. Elevator identification no.
5. Car capacity.
6. Speed.
7. Type of elevator.
8. Type of machine.
9. Manufacturer of safety.
10. Type of safety.
11. Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
12. Type, size and condition of governor rope before and after test.
13. Load at which safety was tested.
14. Speed at which governor tripped.
15. Length of marks on each guide rail made by safety jaws.
16. Number of turns remaining on Drum.
17. Did car or counterweight set level?
18. Did governor set satisfactorily?
19. Was governor calibrated?
20. at what speed?
21. Was safety test satisfactory?
22. At what speed and load were buffers tested?
23. Was oil level satisfactory after rest?
24. Indicate plunger compression return time.
25. Indicate date test was made.
26. Signature of individual performing tests.
27. Any additional remarks which are applicable.
28. Name of the employee witnessing the tests.

After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests unless such damage is a result of the Contractor's negligence.

3.14.2 The Contractor shall coordinate the annual elevator state test of smoke detector and emergency generator systems with UMDNJ electrician, smoke detector Contractor and emergency generator Contractor.

3.15 LISTING OF ELEVATORS TO BE SERVICED

3.15.1 New Brunswick Locations

LOCATION	CAR NUMBER	# FLOORS SERVED	SYSTEM TYPE
Clinical Academic Building 125 Paterson St. New Brunswick, NJ			
Passenger Elevators	1, 2, 3, 4	7 floors	Traction
Passenger Elevators	6, 7,	3 floors	Cylinder/Jack Unit
Service Elevator CAB Fare,	8	1 st and 3 rd fl	Cylinder/Jack Unit
Freight Elevator	5	9 floors	Traction
Cancer Institute of NJ 195 Little Albany St. New Brunswick, NJ			
Passenger Elevator	1	3 floors	Cylinder/Jack Unit
Passenger Elevator	3	5 floors	Traction
Passenger Elevator	4	6 floors	Traction
Freight Elevator	2	4 floors	Cylinder/Jack Unit
Freight Elevator (2 doors)	5	7 floors	Traction
Child Health Institute of NJ 89 French St. New Brunswick, NJ			
Passenger Elevator	1,2	5 floors	Cylinder/Jack Unit
Passenger Elevator	4	2 floors	Cylinder/Jack Unit
Passenger Elevator (outside)	5	2 floors	Cylinder/Jack Unit
Freight Elevator (2 doors)	3	5 floors (Front and rear door)	Traction
E. B. Chandler Health Clinic 277 George St. New Brunswick, NJ			
Dumbwaiter	1	2 floors	Cylinder/Jack Unit
Medical Education Building 51 French St. New Brunswick, NJ			
Passenger Elevator	1	5 floors	Traction
Passenger Elevator	2	6 floors	Traction
Freight Elevator	3	8 floors	Traction
Professional Center 97 Paterson St. New Brunswick, NJ			
Passenger Elevator	1	4 floors	Cylinder/Jack Unit

3.15.2 PISCATAWAY LOCATIONS

LOCATION	CAR NUMBER	# FLOORS SERVED	SYSTEM TYPE
<i>RWJMS Tower Building 675 Hoes Lane West Piscataway, NJ</i>			
Freight Elevator	3	9	Traction
Passenger Elevator	2	9	Traction
Passenger Elevator	1	9	Traction
<i>Kessler Teaching Wing 675 Hoes Lane West Piscataway, NJ</i>			
Freight Elevator	4	3	Cylinder/Jack Unit
<i>Center for Advanced Biotechnology and Medicine (CABM) 679 Hoes Lane Piscataway, NJ</i>			
Passenger Elevator	2	3	Cylinder/Jack Unit
Freight Elevator	1 (Front and rear door)	6	Cylinder/Jack Unit
<i>School Of Public Health 683 Hoes Lane West Piscataway, NJ</i>			
Passenger Elevator	3 (Front and rear door)	4	Cylinder/Jack Unit
Passenger Elevator	2 (Front and rear door)	4	Cylinder/Jack Unit
Freight Elevator	1 (Front and rear door)	4	Cylinder/Jack Unit
<i>University Behavioral Healthcare 683 Hoes Lane West Piscataway, NJ</i>			
Passenger Elevator	1	3	Cylinder/Jack Unit
Passenger Elevator	2	3	Cylinder/Jack Unit
Passenger Elevator	3	3	Cylinder/Jack Unit
<i>WFD Building 1World's Fair Drive Somerset, NJ</i>			
Passenger Elevator	1	3	Cylinder/Jack Unit
Freight Elevator	2	4	Cylinder/Jack Unit

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 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 in its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

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

Final decisions concerning all disputes relating to contract award recision, 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 recision, 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.

4.16.1 After the beginning of each calendar month during the first week of the calendar month, the Contractor shall submit a detailed invoice for services rendered during the previous month, indicating the monthly charge of one-twelfth of the contract amount and each of the other charges allowed under the contract for payment of wages to mechanics and helpers which should include all approved overtime repair work. All overtime work must be approved by the Physical Plant Operations Supervisor. When overtime hour's routine maintenance and repair work is authorized, UMDNJ will pay the difference between regular hour billing rate and regular over-time billing for each hour worked.

4.16.2 There shall be no charge for emergency call backs and diagnoses. If the diagnosis indicates that repairs can be made within two (2) hours, the Contractor shall complete the repairs at no additional cost to UMDNJ. If the repairs will take more than two hours, The Physical Plant Project Manager may approve that the work be performed and, if so approved, UMDNJ will bear the cost of the over-time portion of the wages paid to mechanics and helpers for said work.

4.16.3 Physical Plant Operations Supervisor or a designated representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be the Contractor's responsibility to make the necessary corrections within thirty (30) days, after receipt of such notice.

Approximately three (3) months prior to the end of the contract term, the Physical Plant Operations Supervisor or designated representative will make a thorough maintenance inspection of all elevators covered under the contract. At the conclusion of this inspection, UMDNJ shall give the Contractor written notice of any deficiencies found.

4.16.4 The following table shows the distribution of charges under this contract:

TYPE OF CALL	NO CHARGE	ADDITIONAL COST
Preventative Maintenance Visit	X	
24 Hour Emergency Call backs	X	
Regular Hour Repair	X	
Authorized Overtime Repair		X-(Pay O.T. Portion Only)
Vandalism/Miss-Use		X (UMD approved per case)

4.16.5 All invoices for extra work must be accompanied by a signed time ticket, matching log in and out times with UMDNJ's records, invoices for any material purchased, UMDNJ P.O. number or other UMDNJ authorization for extra work.

4.16.6 The cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the Contractor shall be borne by UMDNJ.

4.16.7 Physical Plant Operations Supervisor may authorize the Contractor to use overtime in order to expedite major repairs. The authorization will be granted only in instances where the Physical Plant Operations Supervisor has made a determination that such action is in the overall best interests of the University. When this authority is granted, the Contractor shall pay its employees their usual overtime hourly rate, and UMDNJ will reimburse the Contractor for the difference between the regular hourly rate and the overtime rate. This provision shall not apply to overtime paid to employees to perform emergency call back service of less than two hours.

4.17 Additional Work and/or Special Projects

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Vice President of Supply Chain Management.

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

No performance bond is required 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 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

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

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

4.25.1 State Treasurer Review

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

4.26 New Jersey Election Law Enforcement Commission Requirement

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

4.27 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.

4.28 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.

4.29 Contractor's Personnel

4.29.1 Direct Management of Personnel

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

4.29.2 Employees of the Contractor

All parties must clearly understand that all Contractor personnel provided by the Contractor or any of his subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of 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.

4.29.3 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.

4.29.4 Criminal Background Check

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

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

4.30 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.

4.31 Requirements of PL 2005, Chapter 51 (Formerly Executive Order 134)

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, Executive Order 134 was signed on September 22, 2004 (EO 134). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

4.31.1 Definitions

For the purpose of the section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed “reported” under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate ; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing therewith.

4.31.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

It shall be a breach of terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employee; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restriction of EO 134.

4.31.3 Certification and Disclosure Requirements

a) The University shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods. Accordingly, the Business Entity shall submit with its bid proposal Executive Order 134 Certification in the form set forth in Section 9.0, Form DPP 134-C&D, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity. A separate Certification is required for each person or organization defined

above as a Business Entity. **Failure to submit the Certificate(s) with the Bid Proposal shall be cause for automatic rejection of the bid proposal.**

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 if the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, in the form of the Disclosure attached hereto in Section 9.0, Form DPP 134-C&D. A separate Disclosure is required for each person or organization defined above as a Business Entity. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the University Buyer, the Disclosure(s) within five (5) business days of the University’s request.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto in Section 9.0, Form DPP 134-CD.

4.31.4 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.

4.32 **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.

4.33 **Public Works Contractor Registration**

The Public Works Contractor Registration Act (PWCRA) requires that all Contractors, including named subcontractors, to register with the Department of Labor **prior** to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold for the State is \$2,000.00

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

5.5 **Section 1 – Forms**

5.5.1 Ownership Disclosure Form

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

5.5.2 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 Set-Aside Contracts

Not applicable to this procurement.

5.5.5 Bid Bond

Not applicable to this procurement.

5.5.6 Business Associate Agreement

The bidder should complete the attached Business Associate Agreement, involving 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.

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 will 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/gettingregistered.htm#busentity>

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.umdny.edu/purchweb/employees/employ36_forms_policies.htm .

5.6 Section 2 – Technical Proposal

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

5.6.1 Management Overview

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

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

5.6.2 Contract Management

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

5.6.3 Contract Schedule

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

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

5.6.4 Implementation Plan

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

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

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

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

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

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

5.6.5 Budget

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

5.6.6 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

5.7 Section 3 – Organizational Support and Experience

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

5.7.1 Location

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

5.7.2 Organizational Chart (Contract Specific)

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

5.7.3 Résumés

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

5.7.4 Backup Staff

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

5.7.5 Organization Chart (Entire Firm)

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

5.7.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.7 Financial Capability of the Bidder

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

5.7.8 Subcontractor(s)

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

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

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

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

5.8 **Section 4 – Cost Proposal**

5.8.1 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 one hundred twenty (120) days so that an award can be made.

5.8.2 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 general approach and plans to meet the requirements of this RFP.
- 6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.
- 6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope of those required by this RFP.
- 6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.
- 6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.
- 6.3.6 The bidder's cost proposal.

6.4 University'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 provide 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 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 Bidder's General Approach

The bidder is to provide its general approach required to perform elevator maintenance service as detailed in the Scope of Work of this RFP.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.2 Bidder's Detailed Approach

The bidder is to provide its detailed approach required to perform elevator maintenance service as detailed in Section 3.1 of the Scope of Work of this RFP.

[illegible]

7.3 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.

7.4 CONTACT INFORMATION

7.4.1 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: _____

7.4.2 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: (____)-____-____

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)

7.4.3 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: (____)-____-____

7.4.4 The bidder should list below the name, address and telephone number of the of 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: (____)-____-____

7.5 RESUME FORM: ON-SITE SUPERVISOR(S)

TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING 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 NAME: _____

ADDRESS:

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS 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 THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

2. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS 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 THAT
ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

3. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

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7.6 REFERENCES OF FIRM

The bidder should list references that clearly demonstrate the bidder's proven capabilities in performing elevator maintenance 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 COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF EMERGENCY RESPONSE SERVICES THAT YOUR
FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

2. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF EMERGENCY RESPONSE SERVICES THAT YOUR
FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

3. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF EMERGENCY RESPONSE SERVICES THAT YOUR
FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

4. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF EMERGENCY RESPONSE SERVICES THAT YOUR
FIRM PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

5. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF EMERGENCY RESPONSE SERVICES THAT YOUR
FIRM PROVIDED FOR THIS COMPANY UNDER Contract. EMPHASIZE SERVICES THAT
ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.7 LISTING OF ALL CONTRACTS LOST IN LAST THREE (3) YEARS

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

1. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

2. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

3. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

4. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

5. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

6. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION:

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.8 SUBCONTRACTOR 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 BELOW THE NAME(S), TITLE(S) AND FUNCTION(S), OF THE RESPONSIBLE OPERATING OFFICERS:

NAME	TITLE	FUNCTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. SPECIFY, IN DETAIL, THE FUNCTION(S) THE SUBCONTRACTOR WILL BE PERFORMING:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

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 SUBCONTRACTOR:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS:

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: (____)-____-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED
FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: (____)-____-____

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED
FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

7.9 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

PISCATAWAY, NEW BRUNSWICK AND SOMERSET LOCATIONS
MAINTENANCE PRICING
ELEVATORS, WHEELCHAIR LIFTS & MATERIAL HANDLING LIFTS

8.1 Total, firm, fixed cost for Maintenance Service Cost: YEAR #1

8.1.1	Clinical Academic Building 125 Paterson St, New Brunswick, NJ	Monthly Cost: _____.
8.1.2	Cancer Institute of NJ 195 Little Albany St., New Brunswick, NJ	Monthly Cost: _____.
8.1.3	Child Health Institute of NJ 89 French St., New Brunswick, NJ	Monthly Cost: _____.
8.1.4	E. B. Chandler Health Clinic 277 George St., New Brunswick, NJ	Monthly Cost: _____.
8.1.5	Medical Education Building 51 French St., New Brunswick, NJ	Monthly Cost: _____.
8.1.6	Professional Center 97 Paterson St., New Brunswick, NJ	Monthly Cost: _____.
8.1.7	RWJMS Tower Building, 675 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.1.8	Kessler Teaching Wing 675 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.1.9	Center for Advanced Biotechnology & Medicine 679 Hoes Lane, Piscataway, NJ	Monthly Cost: _____.
8.1.10	School Of Public Health 683 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.1.11	University Behavioral Healthcare 683 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.1.12	World Fair Drive Building 1World's Fair Drive, Somerset, NJ	Monthly Cost: _____.

Total Yearly Cost for Maintenance All Buildings Cost per year: _____.

Note: Pricing for the 4th and 5th option years of the contract, if exercised, will be at Year 3 pricing for all locations in Section 8.0

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____

E-mail Address: _____

Signature: _____ Date Signed: _____

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

PISCATAWAY, NEW BRUNSWICK AND SOMERSET LOCATIONS
MAINTENANCE PRICING
ELEVATORS, WHEELCHAIR LIFTS & MATERIAL HANDLING LIFTS

8.2 Total, firm, fixed cost for Maintenance Service Cost: YEAR # 2

8.2.1	Clinical Academic Building 125 Paterson St, New Brunswick, NJ	Monthly Cost: _____.
8.2.2	Cancer Institute of NJ 195 Little Albany St., New Brunswick, NJ	Monthly Cost: _____.
8.2.3	Child Health Institute of NJ 89 French St., New Brunswick, NJ	Monthly Cost: _____.
8.2.4	E. B. Chandler Health Clinic 277 George St., New Brunswick, NJ	Monthly Cost: _____.
8.2.5	Medical Education Building 51 French St., New Brunswick, NJ	Monthly Cost: _____.
8.2.6	Professional Center 97 Paterson St., New Brunswick, NJ	Monthly Cost: _____.
8.2.7	RWJMS Tower Building, 675 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.2.8	Kessler Teaching Wing 675 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.2.9	Center for Advanced Biotechnology & Medicine 679 Hoes Lane, Piscataway, NJ	Monthly Cost: _____.
8.2.10	School Of Public Health 683 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.2.11	University Behavioral Healthcare 683 Hoes Lane West, Piscataway, NJ	Monthly Cost: _____.
8.2.12	World Fair Drive Building 1World's Fair Drive, Somerset, NJ	Monthly Cost: _____.

Total Yearly Cost for Maintenance All Buildings Cost per year: _____.

Note: Pricing for the 4th and 5th option years of the contract, if exercised, will be at Year 3 pricing for all locations in Section 8.0

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____

E-mail Address: _____

Signature: _____ Date Signed: _____

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

PISCATAWAY, NEW BRUNSWICK AND SOMERSET LOCATIONS
MAINTENANCE PRICING
ELEVATORS, WHEELCHAIR LIFTS & MATERIAL HANDLING LIFTS

8.3 Total, firm, fixed cost for Maintenance Service Cost: YEAR # 3

- | | | |
|--------|---|----------------------|
| 8.3.1 | Clinical Academic Building
125 Paterson St, New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.2 | Cancer Institute of NJ
195 Little Albany St., New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.3 | Child Health Institute of NJ
89 French St., New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.4 | E. B. Chandler Health Clinic
277 George St., New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.5 | Medical Education Building
51 French St., New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.6 | Professional Center
97 Paterson St., New Brunswick, NJ | Monthly Cost: _____. |
| 8.3.7 | RWJMS Tower Building,
675 Hoes Lane West, Piscataway, NJ | Monthly Cost: _____. |
| 8.3.8 | Kessler Teaching Wing
675 Hoes Lane West, Piscataway, NJ | Monthly Cost: _____. |
| 8.3.9 | Center for Advanced Biotechnology & Medicine
679 Hoes Lane, Piscataway, NJ | Monthly Cost: _____. |
| 8.3.10 | School Of Public Health
683 Hoes Lane West, Piscataway, NJ | Monthly Cost: _____. |
| 8.3.11 | University Behavioral Healthcare
683 Hoes Lane West, Piscataway, NJ | Monthly Cost: _____. |
| 8.3.12 | World Fair Drive Building
1World's Fair Drive, Somerset, NJ | Monthly Cost: _____. |

Total Yearly Cost for Maintenance All Buildings Cost per year: _____.

Note: Pricing for the 4th and 5th option years of the contract, if exercised, will be at Year 3 pricing for all locations in Section 8.0

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____

E-mail Address: _____

Signature: _____ Date Signed: _____

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

PISCATAWAY, NEW BRUNSWICK AND SOMERSET LOCATIONS
MAINTENANCE PRICING
ELEVATORS, WHEELCHAIR LIFTS & MATERIAL HANDLING LIFTS

8.4 Labor Price Sheet for Section 4.17 (Additional Work and/or Special Projects): amount charged OVER the Prevailing Wage Rate. Bidders shall submit an all inclusive Bid Price of the amount over The Prevailing Wage Rate for any and all applicable Trades.

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 8.4 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.

8.4.1 First Contract Year:

8.4.1.1 Adjuster: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.1.2 Mechanic: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.1.3 Helper: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.1.2 Second Contract Year:

8.4.2.1 Adjuster: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.2.2 Mechanic: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.2.3 Helper: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.1.3 Third Contract Year:

8.4.3.1 Adjuster: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.3.2 Mechanic: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

8.4.3.3 Helper: Amount Charged OVER the Prevailing Wage Rate: _____/Hr

Note #1: The above hourly rates must include all costs including travel. No allowances will be granted after this RFP is awarded to compensate Contractor's travel expense. It must be included in the hourly rates listed above.

Note #2: Pricing for the 4th and 5th option years of the contract, if exercised, will be at Year 3 pricing for all items in Section 8.0.

8.0 PRICE SHEET AND SUPPORTING DETAIL (CONTINUED)

PISCATAWAY, NEW BRUNSWICK AND SOMERSET LOCATIONS
MAINTENANCE PRICING
ELEVATORS, WHEELCHAIR LIFTS & MATERIAL HANDLING LIFTS

8.5 Pricing for parts, materials, and Contractor's actual cost for Section 4.17 (Additional Work and/or Special Projects):

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.

% markup over "Contractor actual cost"%.

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

Firm Name: _____
Address: _____
City, State, Zip Code: _____
Contact Person Name: _____
Contact Person Title: _____
Telephone: _____ Fax: _____
E-mail Address: _____
Signature: _____ Date Signed: _____

9.0 REQUIRED FORMS

9.1 FORMS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

- Ownership Disclosure Form - attached
- MacBride Principle Certification – attached
- The business registration form (Form NJ-REG) or proof of application on or before the bid opening date which can be found online at:
<http://www.state.nj.us/treasury/purchase/busreg.htm>
- Public Works Contractor Registration (OR Interim Registration). To complete the registration processes for Public Works Contractor Registration please visit:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html or contact New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464. **As mandated by NJ Statute, this must be submitted with the bid.**

9.2 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

- Business Associate Agreement – attached
- Two Year PL 51/Executive Order 117 Vendor Certification Form - attached and can be found online at: http://www.umdny.edu/purchweb/words_download/c51_eo117.pdf and instructions for completion of the forms - attached and can be found online at: http://www.umdny.edu/purchweb/words_download/c51_eo117_instr.pdf
- Affirmative Action Employee Information – attached and can be found online at:
http://www.umdny.edu/purchweb/words_download/Form%20AA%20_302%20.pdf
http://www.umdny.edu/purchweb/words_download/AA302_instructions.pdf

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 or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

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

Date: _____	Signature _____
	Name _____
	Title _____

FEIN/SSN#: _____

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 Vice President of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Vice President 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 Vice Presidents 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 Vice Presidents 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

Title

PBMACB 12/95

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

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

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

II. **DEFINITIONS**

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

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

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

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

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

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

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

III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

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

2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

3. Program Requirements

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

4. New Reporting Requirement

Public contracting authorities must now report annually on their outreach efforts.

5. Important Process Change

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

6. Other UMDNJ Policies and Procedures:

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

B. Responsibilities

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

Revised 1/23/04
8/23/05

Small Business Sub-Contractor Utilization Report

Project Name	
Date	Purchase Order #
Project Coordinator	
Representative	
Address	
Phone #	

Prime Vendor Representative - Please fill in the following sub-contractor information (If applicable). List small business subcontractor vendor type as follows: (1) up to \$500,000, (2) up to \$5 million, (3) up to \$12 million. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Duration period of Sub-Contract	

Prepared By: _____ Phone #: _____

Print Name

Print Title _____ Bid/Bid #: _____

Print Title

Signature _____ Term of Contract: _____

Signature

Return to: UMDNJ Vice President of Purchasing
Liberty Plaza, 2nd Floor
335 George Street
New Brunswick, New Jersey 08903

*Amount Paid to Subcontractor by
invoice: By-Weekly, Monthly, etc.

**Business Associate Agreement
Involving the Access to Protected Health Information**

The following provisions (Amendment) are added and incorporated into the attached (Name of "Agreement") entered in between UMDNJ- University-wide ("Covered Entity") and _____ (Business Associate), (Name and address of Contracting Party) herein collectively referred to as the "Parties". Any conflict in the terms of the Agreement and this Amendment shall be governed by the terms of this Amendment.

WHEREAS Covered Entity is the state university of health sciences in New Jersey which maintains and operates UMDNJ;

WHEREAS Business Associate performs Elevator Maintenance Service work which requires it to have access to confidential health information that is considered protected pursuant to federal, state and/or local laws and regulations;

WHEREAS Covered Entity desires to protect the confidentiality and integrity of the information noted above, prevent inappropriate disclosure of such information and comply with all applicable federal, state and/or local laws and regulations governing the use and disclosure of such information;

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

- A. The Parties to this Agreement agree that Business Associate, its agents and employees may have access to confidential protected health information ("PHI"), including but not limited to demographic information. As used herein, PHI shall mean individually identifiable health information, as defined in 45 CFR § 164.501 which includes health information that (i) identifies an individual (or can be used to form a reasonable basis upon which to identify an individual), (ii) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (iii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and (iv) is shared, transmitted or otherwise communicated between Covered Entity and Business Associate (including subcontractors or agents of such parties) in connection with this Agreement.
- B. The Parties to this Agreement agree that Business Associate:
 - a. will not use or further disclose PHI other than as permitted by this Agreement;
 - b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act

of 1999, as amended from time to time (“HIPAA”) and will not use or disclose PHI in a manner that violates or would violate HIPAA;

- c. will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- d. will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- e. will (i) promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including but not limited to systems compromises, immediately upon becoming aware of such unauthorized use or disclosure; (ii) will take all necessary steps to prevent and limit any further improper or unauthorized disclosure and misuse of such information; and (iii) indemnify and hold Covered Entity, its Vice Presidents, officers, agents, and employees harmless from all liabilities, costs and damages arising out of, or in any manner connected with, the disclosure by Business Associate, its employees, agents, or independent contractors; and (iii) permit Covered Entity to investigate any such report and to examine Business Associate’s premises, records and premises;
- f. will promptly report to the Covered Entity any security incident of which the Business Associate becomes aware; a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- g. will ensure that to the extent that the Business Associate it uses one or more agents, including subcontractors, to provide services under this Agreement, such subcontractors or agents who receive or have access to PHI that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, will comply with the same restrictions and conditions to which Business Associate is bound by entering into a separate written agreement between Business Associate and its subcontractors to that effect;
- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguard to protect the electronic protected health information.
- i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request

by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;

- j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
- k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
- l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
- m. will adhere to the Covered Entity's HIPAA policies and procedures.

C. Termination for violation of disclosure restrictions. Notwithstanding any other provision of this Agreement, Covered Entity may terminate this Agreement and any related agreements, without penalty if Covered Entity determines that Business Associate has violated a material term of this Agreement's restrictions, safeguards or requirements relating to the proper use and disclosure of PHI. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of a breach of the terms of this Agreement relating to PHI; and (ii) afford Business Associate an opportunity to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within 10 business days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 business days. Covered Entity may immediately terminate this Agreement for Business Associate's failure to cure in the manner set forth in this section.

D. Return/Destruction of PHI. Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.

An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.

- E. **No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. **Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.
- H. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- I. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

- J. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- K. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- L. **Reference:** Code of Federal Regulations, Title 45, Part 160 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written below.

Covered Entity	Business Associate
By: _____	By: _____
Title: Denise Mulkern Vice President for Administration and Finance	Title: _____
Date: _____	Date: _____

Revised 2/21/07