

REQUEST FOR PROPOSAL

DESCRIPTION: Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus of the
University of Medicine and Dentistry of New Jersey

PROPOSAL NO: P10-078

ADVERTISED: June 21, 2010

DUE DATE: July 15, 2010

TIME: 2:00 P.M.

LOCATION: UMDNJ-PURCHASING DEPARTMENT
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903

Important Note: Bidders should note that attendance at a mandatory pre-bid conference is required for this procurement. See Section 1.1 of this document for details. 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 parties are submitted in accordance with the attached conditions as specified in this proposal.

ADDRESS OF BIDDER

SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL

Title

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for Independent Commissioning Services for the Reconstruction of the Vivarium for the New Jersey Medical School on the Newark Campus

RFP #P10-078

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- A. Commissioning Task Experience Listing on Similar Projects
- B. Agreement
- C. Department of Purchasing Services Requirements
- D. Architectural and Engineering Narratives with Pre-Schematic Plans
- D-1 Pre-Schematic Plans
- E. Fee Proposal Form
- F. Business Associates Agreement
- G. General Instructions for National Center for Research Resources (NCRR)
Design Requirements

1.0 KEY DATES AND NOTES

1.1 Mandatory Pre-Bid Conference

All prospective bidders to the Request For Proposal (RFP) are required to attend a mandatory Pre-Bid Conference scheduled for Wednesday, June 30, 2010 at 9:00 A.M. at the University of Medicine & Dentistry of New Jersey, New Jersey Medical School, Rosemary Gellene Room #B515, 185 South Orange Avenue, Medical Science Building, Newark, New Jersey, 07101-1709. Visitor parking is available, for a fee, in Deck P2, at the corner of South Orange Avenue and Bergen Street.

1.2 Questions Deadline and Protocol

A mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be 4:00 P.M. Friday, July 2, 2010. 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.

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

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.

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

1.3 RFP Submittal Deadline

The deadline for submittal of proposals is 2:00 P.M. Thursday, July 15, 2010. UMDNJ Department of Purchasing Services must receive all proposals by 2:00 P.M. on Thursday, July 15, 2010. All proposals must be delivered or mailed. Faxed proposals will not be accepted.

1.4 UMDNJ – Purchasing Services Buyer

THE PURCHASING SERVICES BUYER FOR THIS RFP IS:

Mr. John Belkewitch, Jr.
Telephone: (732) 235-9055
Fax: (732) 235-9058
E-Mail: belkewjo@umdnj.edu

DELIVERY ADDRESS:

University of Medicine and Dentistry of New Jersey
Department of Purchasing Services
Liberty Plaza
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903

MAILING ADDRESS:

University of Medicine and Dentistry of New Jersey
Department of Purchasing Services
PO Box 2687
New Brunswick, New Jersey 08903-2687

Bidders shall not contact any member of Facilities Planning, Management, and Construction for information pertaining to this RFP.

1.5 Causes for Automatic Rejection of Proposals

- 1.5.1 Failure to sign submitted Proposals.
- 1.5.2 Failure to meet Proposal submission time and date requirements.
- 1.5.3 Failure to provide price information when required.
- 1.5.4 Failure to initial Price Alteration when applicable.
- 1.5.5 Failure to attend the mandatory Pre-Bid Conference.
- 1.5.6 Failure to submit the Ownership Disclosure Form.
- 1.5.7 Failure to submit the MacBride Principles & Northern Ireland Act of 1989 Form.

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.

1.6 Additional Information for Bidders

1.6.1 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the Pre-Bid Conference. 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.

1.6.2 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.

1.6.3 Content of Bid Proposal

The entire content of every bid proposal 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. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the buyer.

1.6.4 Price Alterations

Bid process 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.

1.6.5 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture must 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.

1.6.6 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our Contractor “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.

1.6.7 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>

1.6.7.1 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.

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

1.6.8 Deficit Reduction Act

The University of Medicine and Dentistry (UMDNJ) is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

To assist UMDNJ in meeting its legal and ethical obligations, any employee, contractor or agent who is aware of the preparation or submission of a false claim or report or reasonably suspects any other potential fraud, waste, or abuse in relation to a Federal or State funded health care program is required to report such information to his or her supervisor and UMDNJ's Office of Ethics and Compliance. Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization's response is deficient and unresponsive, the employee shall bring these concerns to UMDNJ's Office of Ethics and Compliance. If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

This information shall be provided to all UMDNJ employees and all contractors and agents of UMDNJ.

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

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

1.6.9.1 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.

1.6.9.2 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.

1.6.9.3 Certification and Disclosure Requirements

The State 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 should submit with its bid proposal Executive Order 134 Certification(s) in the form set forth in Section 9.0, Form DPP.

- a) 134-POFW, 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.
- 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-DPC. 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 Division, in care of the Purchase Bureau Buyer, the Disclosure(s) within five (5) business days of the State’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.

11.6.9.4 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.

1.6.10 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.

1.6.11 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.

1.6.12 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.

1.6.13 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.

2.0 PURPOSE AND INTENT

The University of Medicine and Dentistry of New Jersey (UMDNJ) invites proposals from qualified independent commissioning firms to provide complete independent commissioning (Cx) services for the Reconstruction of the Vivarium of the New Jersey Medical School (NJMS) on the Newark campus of UMDNJ. Commissioning of those facilities is intended to ensure that identified systems are well designed; complete and functioning properly upon occupancy and that UMDNJ’s staff have adequate system documentation and training. The work will proceed consistent with the terms of a lump sum agreement.

It is the intent of UMDNJ to engage an experienced, professional commissioning firm and/or team, which shall provide all the expertise, experience, consultants, expert personnel, and all other resources necessary to successfully provide Cx services associated with the projects.

The objective of this project is to demolish walls, reconfigure walls, install new equipment and systems, and upgrade utilities to modernize the existing Central Research Animal Facility (CRAF) to current state-of-the-art status. The project qualifies as a Reconstruction as defined in the New Jersey Uniform Construction Code.

The space will consist of animal receiving spaces, material receiving spaces, cage rooms, research laboratories, medication rooms, necropsy rooms, cage washing, sterilization equipment, dirty holding space, meeting space, equipment space, and all associated support space including conference rooms,

library, reception, office and administrative space for the CRAF staff.

Also included within the project will be the required building operations and maintenance space, as well as space required for mechanical, electrical and plumbing equipment. These spaces are not within the approximately 30,000 department gross square feet of the CRAF.

The intent of the work required by this RFP is to provide Cx services that will provide documented confirmation that the interior renovation fulfills the functional and performance requirements of the University's occupants and building operators. To reach this goal, it is necessary for the commissioning process to establish and document the owner's criteria for system function, performance and maintainability as well as to verify and document compliance with these criteria throughout design, construction, start-up and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, shall be provided to the University to ensure the project continues to operate as intended.

Other benefits that the commissioning process promotes are improvements in system performance, energy efficiency, indoor air quality and reduced operation and maintenance requirements.

The commissioning provider (CxP) shall be involved throughout the project from the pre-design phase through the warranty phase. The primary role of the CxP during the overall design phase is to develop detailed commissioning specifications and review the design to ensure it meets UMDNJ's objectives. During construction, the CxP develops and coordinates the execution of a testing plan which includes observing and documenting all the system's performance to ensure that systems are functioning in accordance with UMDNJ's objectives and the contract documents.

The CxP shall not be responsible for design or construction scheduling, cost estimating, or construction management but must assist with problem-solving or resolving non-conformance issues or deficiencies.

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

This project is supported by capital funds made available through the American Recovery and Reinvestment Act of 2009. As such, the University is required to proceed expeditiously with the design and construction of the Project; therefore, time is of the essence. The University expects that the selection of the bidder will be confirmed within seven (7) calendar days from receipt of proposals. The bidder must commence work within three (3) calendar days of receipt of a written Notice to Proceed.

3.0 BACKGROUND ON UMDNJ

The University of Medicine and Dentistry of New Jersey (UMDNJ) is the state's university of the health sciences, with programs at five (5) main academic health center campuses in Newark, Piscataway, New Brunswick, Stratford, and Camden, and at educational and health care institutions in communities throughout the state.

UMDNJ is dedicated to the pursuit of excellence in:

- The undergraduate, graduate, postgraduate, and continuing education of health professionals and scientists;
- The conduct of basic biomedical, psychosocial, clinical, and public health research;
- Health promotion, disease prevention, and the delivery of health care; and
- Service to our host communities and the entire state.

UMDNJ seeks to advance the health sciences; to prepare future health professionals for leadership roles; to respond to academic, health personnel, and service delivery needs, while recognizing the diversity of our constituencies; to provide educational opportunities to New Jersey residents; and to improve the health and quality of life of the citizens of New Jersey and society at large.

UMDNJ offers a broad spectrum of health education programs, with more than 6,500 students enrolled in programs in medicine, dentistry, the biomedical sciences, and other health professions. The University owns and operates 65 buildings, with more than 7.7 million square feet of space.

UMDNJ was founded as the College of Medicine and Dentistry of New Jersey in 1970 by Act of the State Legislature (N.J.S.A. 18A: 64G-1 et seq). In 1981, it was granted University status in recognition of its growth and development as New Jersey's statewide health sciences systems.

3.1 BACKGROUND ON THE NEW JERSEY MEDICAL SCHOOL

The New Jersey Medical School (NJMS), one of eight (8) schools has successfully followed its strategic plan to aggressively expand its research programs.

As one of the nation's best medical schools, NJMS is known for providing the highest quality medical education, research, patient services and community outreach. At New Jersey Medical School, these priorities are combined with a commitment to constant innovation and progress as we keep our mission, vision and values in mind.

As a result, NJMS is experiencing remarkable growth in these critical mission areas. Such progress is truly a mark of the school's success as a medical school. Recent achievements include:

Education — Applications from highly qualified students are on the rise. In Fall 2004, NJMS instituted a new curriculum, focused on active learning and the importance of humanism in medicine, which offers students exciting new challenges and learning opportunities.

Research — Research funding at NJMS has doubled since 1996.

Clinical Care — In addition to employing state-of-the-art treatment tools and innovations, clinical care at NJMS is provided in a variety of in- and out-patient settings. These facilities offer patients unparalleled care in convenient and welcoming environments.

Community Outreach — NJMS's longstanding ties to the community are being strengthened by a variety of support programs. In addition to providing vital healthcare information and services to the community through neighborhood outreach programs and health centers, NJMS continues to expand and support initiatives that provide career opportunities and help our neighbors achieve personal success.

4.0 STANDARDS OF PERFORMANCE

4.1 Applicable Codes and Standards

All investigation, specifications, design, observations and services shall be completed and in constant review and compliance with but not limited to the:

- 4.1.1 New Jersey Uniform Construction Code.
- 4.1.2 Department of Community Affairs (DCA) state building requirements.
- 4.1.3 UMDNJ FPMC Design & Construction Standards posted on the UMDNJ web site.
(<http://www.umdj.edu/fpcweb/>)
- 4.1.4 New Jersey Higher Education Partnership for Sustainability (NJHEPS) High Performance Campus Design Guidelines posted on the NJHEPS web site.
(<http://www.njheps.org/projects/greenbuildings.htm>)
- 4.1.5 FM Global requirements.
- 4.1.6 Bidder shall identify other Codes and Standards that apply to the work, and shall ensure that any analysis and design undertaken complies with the identified Codes and Standards.
- 4.1.7 The latest version of the NIH Design Requirements Manual (DRM) (available at <http://orf.od.nih.gov/>).

All construction efforts shall be completed consistent with Infection Control Risk Assessment requirements (ICRA) as promulgated and enforced by the University, the UMDNJ Interior Air Quality (IAQ) guidelines as administered by EOHSS, the UMDNJ Interim Life Safety Measures (ILSM), and completion of the UMDNJ Construction Risk Assessment (CRA) forms.

4.2 Plan Review

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

4.3 Qualifications of Bidder

Bidders responding to this RFP must clearly demonstrate through their written proposal and

demonstrated experience at similar projects as well as the capacity, capability and experience to successfully perform the required services described in this Request for Proposal. The bidder shall meet the following minimum qualifications:

- 4.3.1 Bidder shall have been in business under the same company name and federal Employee Identification Number for at least the past three (3) years.
- 4.3.2 Bidder shall have demonstrated experience in performing commissioning services in animal research renovation projects and similar biomedical research facilities. Bidder shall provide specific evidence of successful experience on at least four (4) similar projects completed within the past five (5) years. Bidder shall submit references for the projects listed. References must include owner name, contact person, address, phone number, brief project description, and project value. Bidders must use the form provided in Attachment A of this RFP

4.4 Supplier Diversity

As part of its Supplier Diversity Program encompassing small businesses, the University is committed to actively and affirmatively seek a diverse group of companies, including relationships with small, minority and women-owned businesses. The goal is to ensure that a twenty-five percent (25%) portion of the University's total purchases for construction, goods, equipment and services is placed with these businesses.

Bidders responding to this RFP must comply with applicable law, regulations, and/or Executive Order in effect at time of submission of a Work Plan and Fee Proposal. At the time of release of this RFP, Executive Order 151 is in effect, and Bidders must comply with requirements of this Order.

5.0 DESCRIPTION OF PROPOSED WORK

The work will consist of complete Commissioning Services for the Reconstruction of the Vivarium of the New Jersey Medical School (NJMS), in the Medical Science Building, on the Newark campus of UMDNJ as required to ensure that identified systems are well designed, complete and functioning properly upon occupancy and that UMDNJ's staff have adequate system documentation and training. The description of the required services is contained in Section 6.0 of this RFP.

The work includes Cx for all Heating, Ventilating, and Air Conditioning (HVAC) systems as well as for all Automatic Temperature Control/Building Management Systems (ATC/BMS). Other major building systems (i.e. electrical, fire alarm, plumbing) shall be commissioned only as portions of those systems directly affect operation of the HVAC and ATC/BMS systems (e.g. return duct-mounted smoke detector shutting down fan on alarm).

5.1 The following systems shall be commissioned:

5.1.1 Central ATC/BMS system.

- 5.1.2 All equipment of the HVAC system.
 - 5.1.3 Refrigeration systems.
 - 5.1.4 Portions of life safety systems that directly affect or tie into any system listed above (fire alarm, stairwell pressurization, and smoke purge system).
 - 5.1.5 Plumbing systems including the domestic hot water, vacuum and compressed air systems.
 - 5.1.6 Electrical distribution from tie-in point on campus to point of distribution of 120/240/277 voltage, including transformers, automatic switches, switchgear, etc.
 - 5.1.7 Emergency generator, including generator and automatic transfer switching
 - 5.1.8 Emergency power systems and circuits, including lighting, signage, and outlets.
- 5.2 Commissioning provider (CxP) will be considered a team member of the Commissioning Project Team, which will be comprised of but not limited to the following members:
- 5.2.1 Member(s) of the University's Department of Facilities Planning, Management, and Construction.
 - 5.2.2 Member(s) of the University's Department of Physical Plant.
 - 5.2.3 Member(s) of the University's Department of EOHSS.
 - 5.2.4 Member(s) of the University's Department of Information Systems & Technology (IS&T).
 - 5.2.5 Member(s) of the University's Department of Public Safety.
 - 5.2.6 CxP.
 - 5.2.7 Construction Manager.
 - 5.2.8 Architect.
 - 5.2.9 Engineer.
 - 5.2.10 Leadership in Energy and Environmental Design (LEED) Consultant.
 - 5.2.11 Members of the UMDNJ NJMS administration, research and CRAF staff.

6.0 SCOPE OF SERVICES

6.1 Delivery Method/Form of Agreement

The work will proceed under the terms of an "Owner and Commissioning Firm" Agreement attached to this RFP at Attachment B.

6.2 Required Services

- 6.2.1 The required services associated with the Pre-Design Phase of the Project include, but are not limited to, the following:
 - 6.2.1.1 Develop a draft design-phase commissioning plan.
 - 6.2.1.2 Attend commissioning meetings as needed with project team.
 - 6.2.1.3 Develop the written Owner Objectives for the mechanical systems (HVAC and ATC/BMS), energy consumption, commissioning and budget. Develop the written Owner Objectives for the electrical systems commissioning, and budget. This will be accomplished by the CxP conducting interviews with representatives of Facilities Planning, Management, and Construction and the Physical Plant. The Owner Objectives will be general in nature but

- include specific performance criteria for some concepts.
- 6.2.2 The required services associated with the Design Phase of the project include, but are not limited to, the following:
- 6.2.2.1 Coordinate the commissioning work during design.
- 6.2.2.2 Develop the design phase commissioning plan.
- 6.2.2.3 Perform focused reviews of the design drawings and specifications at various stages of development (during schematic design, design development and construction document phases).
- 6.2.2.4 Assist, review and approve the development and updating of the Design Record documentation by design team members (Owner Objectives, Design Narrative, and Design Basis).
- 6.2.2.5 Develop a draft construction phase commissioning plan.
- 6.2.2.6 Develop full Project Manual Division 18000 commissioning specifications for all commissioned equipment.
- 6.2.2.7 Coordinate with and integrate into the specifications of the architect and engineers. One or more of the following documents can be used as a guide for content, rigor and format: 1) Model Commissioning Plan and Guide Specifications, USDOE/FEMP; Portland Energy Conservation, Inc. (PECI), 2) The HVAC Commissioning Process, ASHRAE Guideline 1-1996. The commissioning specification must include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
- 6.2.2.8 Coordinate a controls integration meeting where the electrical and mechanical engineers and the Commissioning Provider discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.
- 6.2.2.9 Review design logic for HVAC system controls to ensure that the building control system capabilities are not exceeded. Coordinate as required.
- 6.2.2.10 Review HVAC system for good design practice, code compliance and economical operation. Insure all HVAC system requirements for heating and cooling are in concert with UMDNJ Physical Plant's summer and winter production operations, for steam, hot water and chilled water.
- 6.2.2.11 Review electrical system design to verify good design practice, code compliance and insure the needs of UMDNJ are met with respect to the end users and Physical Plant.
- 6.2.2.12 Other services described in the CxP's Technical Proposal but not explicitly listed herein.
- 6.2.3 The required services associated with the GMP Phase of the project include, but are not limited to, the following:
- 6.2.3.1 Provide written responses to questions submitted by CM, A/E, and/or Owner.
- 6.2.3.2 Other services described in the CxP's Technical Proposal but not explicitly listed herein.
- 6.2.4 The required Services associated with the Construction Phase of the Project include, but are not limited to, the following:
- 6.2.4.1 Perform the tasks and functions in the specifications developed as described in Section 6.2.1 of this RFP.

- 6.2.4.1.1 Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
- 6.2.4.2 Coordinate the commissioning work and, with the construction manager (CM), ensure that commissioning activities are being scheduled into the master schedule.
- 6.2.4.3 Revise as necessary the construction phase commissioning plan developed during design including scope and schedule.
- 6.2.4.4 Plan, and conduct commissioning meetings which will be held at least bi-weekly, or more frequently if required during design phases and distribute minutes.
- 6.2.4.5 Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
- 6.2.4.6 Review and approve normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- 6.2.4.7 Review requests for information and change orders for impact on commissioning and owner's objectives.
- 6.2.4.8 Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
- 6.2.4.10 Write and distribute construction checklists for commissioned equipment.
- 6.2.4.11 Perform inspections of delivered equipment and equipment receipt verification prior to installation.
- 6.2.4.12 Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
- 6.2.4.13 Perform site visits as necessary to observe, verify and document component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
- 6.2.4.14 Witness HVAC piping pressure test and flushing to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
- 6.2.4.15 Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
- 6.2.4.16 Confirm independent testing of high voltage feeders, transformers and switchgear to verify correct configuration and labeling as designed and installed.
- 6.2.4.17 Witness electrical systems testing and labeling sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
- 6.2.4.18 Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
- 6.2.4.19 Document systems startup by reviewing start-up reports and by selected site observation.
- 6.2.4.20 Approve air and water systems balancing by spot testing by reviewing completed reports and by selected site observation.
- 6.2.4.21 With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This will include manual functional

testing, energy management control system trending and may include stand-alone data-logger monitoring. Submit to CM for review and approval if required.

- 6.2.4.22 Analyze functional performance trend logs and monitoring data to verify performance.
- 6.2.4.23 Coordinate, witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors and spot-checked by the commissioning provider during functional testing. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling season. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs and read-outs or stand-alone data loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the commissioning provider and the Owner.
- 6.2.4.24 Prepare test plans for, assist with the execution of and document tests of commissioned equipment overseen by regulatory authorities and ensure that such tests meet the testing rigor desired by the Owner. Verify all Fume Hood, Bio-Safety Cabinet and Vented Storage Cabinet testing and certification per ASHRAE 110 (American Society of Heating, Refrigerating and Air-Conditioning Engineers) / ANSI 29.5 (American National Standards Institute).
- 6.2.4.25 Maintain a master issues log and a separate record of functional testing. Report all issues as they occur directly to the CM. Provide directly to the CM written progress reports and test results with recommended actions.
- 6.2.4.26 Coordinate with the third party Balancing Contractor provided by the Construction Manager.
- 6.2.4.27 Perform any further testing or sampling required in the event that there are non-compliant conditions regarding performance or required corrections to the operational systems.
- 6.2.4.28 Review equipment warranties to ensure that UMDNJ's responsibilities are clearly defined.
- 6.2.4.29 Approve, oversee, and participate in and the training of the UMDNJ's operating personnel including the Physical Plant staff and the end user.
- 6.2.4.30 Review and approve the preparation of the O&M manuals for commissioned equipment.
- 6.2.4.31 Compile a Commissioning Record, which shall include:
 - 6.2.4.31.1 A brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - 6.2.4.31.2 Equipment meeting the equipment specifications.
 - 6.2.4.31.3 Equipment installation.
 - 6.2.4.31.4 Functional performance and efficiency.
 - 6.2.4.31.5 Equipment documentation.
 - 6.2.4.31.6 Operator training.

- 6.2.4.31.7 All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- 6.2.4.31.8 Also included in the Commissioning Record shall be the issues log, commissioning plan, progress reports, submittal and O&M manual reviews, training record, test schedules, construction checklists, start-up reports, functional tests and trend log analysis.
- 6.2.4.32 Other services described in the CxP's Technical Proposal but not explicitly listed herein. Adherence to LEED Certification guidelines outlined in Section 6.6 is also required.
- 6.2.5 The required Services associated with the Warranty Phase of the project include, but are not limited to, the following:
 - 6.2.5.1 Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and O&M manuals.
 - 6.2.5.2 Return to the site at three (3) and ten (10) months into the twelve (12) month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents, and requests for services to remedy outstanding problems.
 - 6.2.5.3 Other services described in the CxP's Technical Proposal but not explicitly listed herein.

6.3 Required Services- Related Information

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

6.4 Electronic Media

The CxP shall provide copies of all drawing and document files to Owner on compact disk (CD-R type media) at closeout of the project. The files shall be provided at no additional expense to the Owner, and the CxP shall not be entitled to any release or waiver as a condition of provision of files. All documents shall be completed using Microsoft Office software and AutoCAD 2005.

6.5 Relationship of This Section to Agreement

The above list of activities supplements but does not supersede or replace requirements of the executed Agreement.

6.6 Leadership in Energy & Environmental Design (LEED) Certification

- 6.6.1 The project shall consider all green/sustainable technologies and design approaches during the design process in accordance with the General Instructions for the National Center for Research Resources (NCRR) Design Requirements. See Attachment H. UMDNJ's intent is to pursue LEED, version 2009, Commercial Interiors (CI) certification at the Certification Level. Refer to the NIH Design Requirements Manual listed in Section 4.1 Applicable Codes and Standards.
- 6.6.2 The CxP will be responsible to provide a LEED Support Coordinator to assist all LEED participants in registering, monitoring and certifying the project. The LEED Support Coordinator shall be a firm or individual with is a LEED Accredited Professional as designated by the U.S. Green Building Council and shall have experience with participating in charrettes and goal-setting exercises, LEED documentation and LEED certification process. in registering, monitoring and certifying the project.
- 6.6.3 The CxP's LEED Consultant will assist the A/E's LEED project team leader, who will be responsible for the appropriate coordination of design, procurement, construction and documentation to obtain the LEED certified rating.
- 6.6.4 The CxP will not be responsible to pay the cost for LEED registration and certification.

6.5 Forms

6.5.1 Ownership Disclosure Form

In the event the Bidder is a corporation or partnership, the Bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received accompanying the bid. Failure to do so will preclude the award of the contract to the non-compliant Bidder.

6.5.2 MacBride Principles Certification

The Bidder must complete the attached MacBride Principles Certification N.J.S.A. 52:18A-89.8 and Northern Ireland Act of 1989, evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

6.5.3 Business Associate Agreement

The bidder must 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.

6.5.4 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions (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, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders should submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions with their bid proposal. The form and instructions for completion of the form may be found at:

http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

6.5.5 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.

6.5.6 Fee Proposal

A completed Fee Proposal Form (see Attachment E) shall be submitted in a sealed envelope separate from the written proposal described in Section 8.0.

7.0 TECHNICAL REQUIREMENTS FOR PROPOSAL PREPARATION AND SUBMITTAL

7.1 Qualifications

All bidders must submit a formal written presentation of qualifications of the Commissioning firm and any subconsultants, including:

- 7.1.1 Listing and resumes of officers, directors or partners of the firm and of the proposed project team.
- 7.1.2 Listing of any professionals or consultants not associated with the firm but who will be used as bidders on the project, with their qualifications and contributions to the project.
- 7.1.3 A description of the current level of the firm's activity and the remaining resources available for this project.
- 7.1.4 A description of recent relevant projects undertaken by the firm.
- 7.1.5 A list of clients served and the individuals who can be contacted as references for each of the above projects.

7.2 Proposal and Work Plan

All bidders must submit a formal written proposal and work plan for this project on the Newark Campuses that:

- 7.2.1 Demonstrates the healthcare design and laboratory planning expertise required for the analysis, design and administration of the project.
- 7.2.2 Includes a work plan to be used for the project and time schedule for completion of each of the tasks of the project including the anticipated review time and the overall project time. The Work Plan must describe in detail the bidder's approach to the short-deadlined schematic design phase of the project.
- 7.2.3 Includes a proposed organizational chart with the names and titles of the key personnel to be assigned to the project.
- 7.2.4 Includes resumes for key personnel described in the proposed organizational chart.
- 7.2.5 Includes all information the bidder may feel is appropriate or necessary and not specified herein.
- 7.2.6 May include a copy of the bidder's most recent brochure.

7.3 Format of Submittals

Bidders are required to assemble the written proposal in sections that correlate to the items described in Section 7.1 and 7.2 of the RFP. Sections should be separated by tabbed dividers and clearly labeled to correspond with the individual sub-section numbers of Section 7.1 and 7.2 (e.g. Tabs will be labeled 7.1.1, 7.1.2, 7.1.3, etc.).

7.4 Quantity of Submittals

Bidders are required to submit one (1) original and six (6) copies of their written proposal and any attachments that are part of the proposal. Bidders are also encouraged to submit a copy of their proposal in electronic format.

7.5 Fee Information

Bidders may not include any fee information with the technical information (required by Sections 7.1 and 7.2). **A completed Fee Proposal Form, Attachment E, shall be submitted in a sealed envelope separate from the technical information.**

7.6 Requirements of RFP Not Satisfied

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

8.0 SCHEDULE

- 8.1 The University expects that the selection of the CxP will be confirmed within fifteen (15) calendar days from receipt of proposals.

- 8.2 Program Schematic Confirmation Phase – Schematic Phase shall be complete no later than July 19, 2010.
- 8.3 Design Development Phase – Design Development Phase shall be complete no later than November 14, 2010.
- 8.4 Final Documents Presentation/Submission – Construction Documents shall be complete no later than May 5, 2011.
- 8.5 The Issue Date of the Notice of Award is March 26, 2010 (03/26/2010).
- 8.6 Construction Phases 1 and 2 – Will be substantially complete within twenty-one (21) months after execution of the Part 2 – GMP Contract, Phase One prior to April 26, 2012, and Phase Two prior to February 26, 2013.
- 8.7 Final Commissioning and Punch List, and Close Out Phase - Will be completed within sixty (60) calendar days after substantial completion (temporary certificate of occupancy) for each phase is issued, Phase one prior to June 17, 2012, and phase two prior to April 26, 2013.
- 8.8 Close Out Phase and Occupancy Phase – Will be completed within thirty (30) calendar days after Punch List and Close Out, phase one prior to July 17, 2012, and phase two prior to May 26, 2013.

9.0 PROPOSAL EVALUATION

9.1 Initial Evaluation

Bidders will initially be evaluated on their proposal's creativity, technical merit, project organization and prior experience in construction of similar projects as outlined in Sections 7.1 and 7.2 and summarized below.

- 9.1.1 Qualifications of key personnel on projects of a similar nature.
- 9.1.2 Qualifications and abilities of either the firm's in-house staff or sub-consultants typically utilized.
- 9.1.3 Stability of the firm as evidenced by financial statement, longevity of current ownership and insurances held.
- 9.1.4 Evidence of the firm's successful past performance and ability to complete similar projects on schedule and within budget and without substantive disputes.
- 9.1.5 The firm's narrative responses to questions asked, overall proposal organization and accuracy, responsiveness and quality.)

9.2 Fee Proposal Consideration

After a review of materials received from bidders, it is the intent of the University to select a "short list"

of three (3) to five (5) firms. The fee proposals of only those firms on the "short list" will be opened and considered. Oral presentations or interviews may be required of the short-listed firms.

10.0 FORM OF AGREEMENT

The University's Agreement is attached to and made part of this RFP (Attachment B). It is incumbent upon the bidder to carefully review and read the Agreement with its terms and conditions. By submitting a proposal, response to this RFP the bidder hereby agrees to the terms and conditions of the contract, and further agrees to sign the Agreement should this bidder be selected by UMDNJ.

11.0 DEPARTMENT OF PURCHASING SERVICES REQUIREMENTS

UMDNJ Department of Purchasing Services has established requirements with which all bidders submitting proposals must comply. Refer to Attachment C of this RFP for detailed requirements. It is incumbent upon the bidder to carefully review and read each Agreement and Form with its terms and conditions.

12.0 INSURANCE

The successful bidder will need to maintain insurance coverage per requirements set forth in Attachment B.

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus

RFP #P10-078

ATTACHMENT A

BIDDERS EXPERIENCE ON SIMILAR PROJECTS

A form describing information required of each Bidder is enclosed following this page. Bidder must complete this form (copies may be made as necessary) and describe at least four (4) but no more than twenty (20) projects that demonstrate successful experience on similar projects.

COMMISSIONING TASK EXPERIENCE LISTING ON SIMILAR PROJECTS

KEY:

Design Review: Reviewed design and provided comment during design phase Cx Plan: Wrote the commissioning plan Specifications: Wrote commissioning specifications for construction team Funct. T. Plans: Wrote functional test procedures Witnessed FT: Witnessed and documented functional tests Hands-on Tests: Performed functional tests (hands-on)	Data/Trending: Used data loggers or EMS trend logs for testing Training: Developed or approved staff training Review O&Ms: Reviewed completed O&M manuals
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Project Name, Date Bldg Size & Type (New/Exist)	City & State Owner Contact Title and Phone	Name & Role of Persons(s) Assigned to Project by Firm (identify any subconsultants)	Systems Commissioned (Identify if tested by subconsultants)	(Enter "X" if by own firm, "S" if by subconsultant, "N" if Not Applicable)								
				Commissioning Tasks Performed								
				Design Review	Cx Plan	Specifications	Funct. T. Plans	Witnessed FT	Hands-on Tests	Data/Trendings	Training	Review O&Ms

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus

RFP #P10-78

ATTACHMENT B

AGREEMENT

AGREEMENT BETWEEN OWNER AND COMMISSIONING FIRM

The Agreement between Owner and Commissioning Firm is enclosed following this page.

AGREEMENT

THIS AGREEMENT entered into this _____ day of

_____, 2010, by _____ and _____ between

(hereinafter "Contractor") an organization authorized to conduct business in the State of New Jersey with offices at _____

and the University of Medicine and Dentistry of New Jersey, a body corporate and politic of the State of New Jersey, with offices at 65 Bergen Street, Suite 1214, Newark, New Jersey 07107 (hereinafter "University").

WHEREAS, the University, through the Facilities Planning, Management, and Construction Department desires to retain the services of an independent commissioning services firm; and

WHEREAS, Contractor has the expertise to assist the University.

NOW THEREFORE, in consideration of the terms and conditions contained herein the parties hereto agree as follows:

1. Services Contractor will provide complete Commissioning Services as required to ensure that identified systems are well designed, complete, and functioning properly upon occupancy, and that UMDNJ's staff have adequate system documentation and training for the Independent Commissioning Services for UMDNJ Vivarium Renovation in the New Jersey Medical School on the Newark Campus.

The work includes commissioning for all Heating, Ventilating, and Air Conditioning (HVAC) systems as well as for all Automatic Temperature Control/Building Management Systems (ATC/BMS), as for selected electrical systems, as for selected plumbing systems,

and as for selected life safety systems. Other major building systems shall be commissioned only as portions of those systems directly affect operation of the HVAC and ATC/BMS systems or as described in the Owner's Request for Proposals RFP P10-078.

A detailed description of the services and deliverables is contained in the Owner's Request for Proposals RFP P06-092.

2. Term This Agreement will begin Services upon execution of this Agreement, and shall terminate at the end of the one (1) year warranty period of the constructed project.

3. Fee University agrees to pay the Contractor a lump sum amount of _____ dollars (\$_____). This fee excludes reimbursable expenses and including but not limited to travel, telephone, reproduction, and postage. Contractor shall be paid within thirty (30) days of submission of invoice for services rendered. Contractor shall be paid for allowable reimbursable expenses; no mark-up shall be permitted on reimbursable expenses. Allowable reimbursable expenses are limited to: postage, courier, reproduction, and other expenses only as explicitly authorized in advance and in writing by the University. Travel, fax charges, and long-distance and cellular phone charges are not allowable reimbursable expenses.

4. Independent Contractor Contractor shall remain an independent contractor for the term of this Agreement. Nothing contained herein shall be construed to make the Contractor an employee of the University. Contractor warrants that it is capable of providing the services contemplated herein, by training and licensing.

5. Default In addition to any other rights in law or in equity, in the event that either party defaults in any term or condition of this Agreement, the non-defaulting party may terminate this Agreement upon ten (10) days written notice.

6. Termination The University shall have the right to terminate this Agreement upon ten (10) days prior written notice without cause. In the event of any termination pursuant to this Agreement, Contractor agrees to forward to University all work performed as of the date of termination. Contractor shall be paid for work performed to the date of termination, and shall not be entitled to any payment for early termination of the Agreement.

7. Non Waiver The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default whether or not of the same or similar nature.

8. Entire Agreement The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and the parties have read, understood and approved this Agreement in its entirety.

9. Governing Law This Agreement shall be governed by the laws of the State of New Jersey.

10. Notice Any notice to be given pursuant to this Agreement shall be delivered personally or sent Certified mail, return receipt requested to the following addresses:

If to Contractor:

If to University:

Senior Vice President for Finance
University of Medicine and
Dentistry of New Jersey
University Heights
65 Bergen Street, Suite 1214
Newark, New Jersey 07107-3001

With copies to:

Nicholas Fabbroni
Director of Construction
University of Medicine and
Dentistry of New Jersey
Facilities Planning, Management, and

Construction

One Worlds Fair Drive, Third Floor
Somerset, New Jersey 08873

Such Notice will be deemed effective (a) if delivered personally on the date of delivery thereof; and (b) if delivered by Certified Mail on the date of the receipt.

11. Non-Discrimination/Equal Opportunity Contractor or subcontractor, as applicable, will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, creed, ancestry, age, disability, marital status, familial status, affectional or sexual orientation, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States and as set forth in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. .2000e et seq. the Age Discrimination in Employment Act, 29 U.S.C.A. . 621 et seq. the Americans With Disabilities Act, 42 U.S.C.A. .12101 et seq. and all other laws guaranteeing equal employment. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the characteristics listed above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

12. Affirmative Action The Contractor agrees and certifies that all subcontracts negotiated by the Contractor shall include the following paragraphs required by the Law Against Discrimination, P.L. 1975, C.127 and which also pertain to the Contractor and its subcontractors.

(A) During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor or subcontractor, where applicable, will not discriminate against any employees or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees

placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

3. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under the New Jersey Law Against Discrimination, P.L. 1975, C. 127 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.
5. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the treasurer pursuant to P.L. 1975, C127, as amended and supplemented from time to time.
6. The Contractor or subcontractor, where applicable, agrees to inform in writing all appropriate recruitment agencies in the area, including employment agencies,

placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary to assure all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal laws and applicable federal court decisions.
8. The Contractor or Subcontractor, where applicable, agrees to revise all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
9. The Contractor and it's Subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be request by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:25).

(B) Provisions (A)4, (A)5, (A)6, (A)7 and (A)8 are not required for subcontractors with four (4) or fewer employees or a Contractor or subcontractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

13. Non Collusion Both parties agree that no fee, commission, compensation, gift or gratuity was paid or received in regards to the solicitation of this Agreement, in contravention of N.J.S.A. 52:13D-13 et seq.

In addition, the Contractor and its Subcontractor(s) agree to be bound by the provisions of paragraph 3(a) through 3(f) of Executive Order No. 189 (Kean)(1988), set forth below, which prohibits conflicts of interest on the part of Contractors providing services to State agencies:

3. Prohibitions on Contractor activities, the violation of which shall render Contractor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (Byrne) (1976), by any Executive department or agency, are as follows:

a. No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, gift, gratuity, or other thing of value of any kind to any State office or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 53:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State

officer or employee or special State officer or employee from any State Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the Executive Commission on Ethical Standards.

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

d. No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.

f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3g.

14. Auditing The University reserves the right to audit or cause to be audited the Contractor's books and accounts pertaining to the University at any time during the term of the Agreement and for five (5) years thereafter. If any unsubstantiated or over payment is discovered as a result of any such audit, Contractor agrees to repay the University for any such unsubstantiated or over payments within thirty (30) calendar days of such notice or, if Contractor's services are not yet complete, Contractor hereby authorizes University to reduce any payments due Contractor by the amount of the unsubstantiated or over payment.

15. Governing Law This Agreement and the rights of the parties shall be construed and governed by the Constitution and laws of the State of New Jersey, including the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq. and the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq. and any cause of action shall have jurisdiction and venue only in the courts of the State of New Jersey, County of Essex.

16. Indemnification The Contractor shall defend, indemnify, protect and save harmless the University and its agents, servants and employees from and against any and all suits, claims, demands, awards, losses or damages of whatsoever kind or nature arising out of any negligent act, error or omission of Contractor, its agent, servants, employees, subcontractors and retainees, in the performance of services under this Agreement, including, but not limited to, reasonable expenditures for and costs of investigation, hiring of expert witnesses, court costs,

counsel fees, settlements, judgments or awards. The Contractor agrees and understands that the Attorney General of the State of New Jersey represents the University and will participate in any action involving the University which relates to the subject matter of the claim indemnified by Contractor under this paragraph and nothing contained herein shall be construed to prevent such participation; and provided further that the Attorney General of New Jersey shall retain sole control, at Contractor's sole expense, of the defense of any such claim and negotiations for its settlement or compromise to the extent that the Attorney General solely and exclusively determines that such claim implicates the public policy of the State of New Jersey including, without limitation, the constitutionality, the validity of statutory administrative or decisional law, the appropriateness of State action or the propriety of the conduct of State officers, employees or agents.

17. Limitation of Liability There shall be no limits on the liability of the Contractor for its responsibilities under this Agreement. Contractor shall be liable for all damages, including direct, indirect, general, consequential, special and incidental, arising out of this Agreement.

18. Insurance Contractor shall assume all responsibility for its actions and those of its employees, agents, servants and subcontractors while engaged in any activity connected with this Agreement. Contractor shall procure and maintain at Contractor's sole expense, sufficient insurance to protect the Contractor and University from any loss, damage, expense, property damage or bodily injury claims arising out of the performance of this Agreement. Contractor must procure insurance from insurance companies licensed to do business in the State of New Jersey. Contractor shall maintain at least the following insurance:

- (i) Workers Compensation Insurance as required by applicable Federal, State, or other laws including Employer's Liability.

The Owner shall have the right to terminate the Agreement for cause, if the Construction Manager shall fail to secure compensation and disability benefits coverage for the benefit of and keep insured during the life of the Work appearing in the Contract Documents, such employees in accordance with the provisions of the Worker's Compensation Law(s);

(ii) comprehensive general liability with limits of not less than \$1 million/\$3 million; and

(iii) Comprehensive Automobile Liability on an occurrence basis covering owned, non-ownership and hired car coverage as well as owned vehicles not less than combined single limits of \$1,000,000.

19. Third Party Beneficiaries Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the University or Contractor.

20. Interpretation The titles to paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the terms of this Agreement.

21. Successors and Assigns Contractor and University bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and the partners, successors, assigns and legal representatives of such other party with respect to all covenants to this Agreement.

22. Assignment This Agreement contemplates personal services by Contractor. Contractor shall, therefore, not assign, subcontract or transfer its interest herein without the written approval of the University.

23. Publicity Publicity and/or public announcements pertaining to this Agreement Project shall be cleared by the University in writing prior to release.

24. Severability If any provision in this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction or by operation of any applicable law, and if it shall not reasonably appear to have been so material that without it the Agreement would not have been made by the parties, the remaining clauses or provisions shall nevertheless continue in full force and effect, without being impaired or invalidated.

25. Provisions of Law Deemed Inserted Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon notice by either party, the Agreement shall forthwith be physically amended to make such insertion.

26. Set-Off for State Tax Indebtedness Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction project to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A.

54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

IN WITNESS WHEREOF the parties hereto set their hand and seal the date first above written.

FOR CONTRACTOR:

**FOR THE UNIVERSITY OF MEDICINE
AND DENTISTRY OF NEW JERSEY:**

Denise Mulkern
Senior Vice President
for Finance

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus

RFP #P10-078

ATTACHMENT C

DEPARTMENT OF PURCHASING SERVICES REQUIREMENTS

Department of Purchasing Services Requirements are enclosed following this page. In the event of conflict between requirements of the Agreement issued as part of this RFP and the Purchasing Department Requirements, the Agreement shall pertain.

Links for the following Forms:

Business Registration Certificate

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

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

[**http://www.umdnj.edu/purchweb/employees/employ36_forms_policies.htm**](http://www.umdnj.edu/purchweb/employees/employ36_forms_policies.htm)

OWNERSHIP DISCLOSURE FORM

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest
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INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to 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
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COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____

Name: _____ Title _____

Company: _____

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

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

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

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

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

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

Signature of Bidder

Dated

Print or Type Name

Title

Company

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/201 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

Signature

Bid/Bid #: _____

Term of Contract: _____

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

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

AFFIRMATIVE ACTION DOCUMENTATION

Dear Contractor:

1. UMDNJ Set-Aside Program Goals and Targets:

Small Business	15%
----------------	-----

For State Construction Contracts under Chapter 10A, Small businesses with no more than 100 full-time employees will be registered in one of the following 2 categories:

(a) Small businesses whose gross revenues do not exceed \$1million, (8 1/3%) of set-aside contracts; or

(b) Small businesses whose gross revenues do not exceed the applicable annual revenue standards set forth in 13 CFR 121.201, (16 2/3%) of set-aside contracts.

2. **DEFINITIONS**

(a) Set-Aside Program - The University's commitment to ensure that a fair percentage of the total purchases for supplies, equipment, services, and construction are placed with small, minority and women businesses. The University has established a 15 percent goal for Small Business.

(b) Small Businesses - Independently owned and operated businesses whose principal place of business is in New Jersey with 100 or fewer full-time employees.

(c) Minority Business - A business in New Jersey which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African-American, Latino or Asian-American.

(d) 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.

3. A minority is a member of one of the following groups:

(a) African-American - having origins in any of the black racial groups of Africa.

(b) Asian-American - a person having origins in any of the original people of the Far East, Southeast Asia, and Indian subcontinent, Hawaii or the Pacific Islands.

(c) Latino - of Spanish culture or origins in Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands, regardless of race.

(d) Women Business - a business in New Jersey which is a sole proprietorship, partnership or corporation at least 51% percent of which is owned and controlled by women.

Sincerely,

Purchasing Services

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus

RFP #P10-078

ATTACHMENT D

ARCHITECTURAL AND ENGINEERING NARRATIVES

PRE-SCHEMATIC FLOOR PLANS

From the

NIH GRANT APPLICATION

ARCHITECTURAL and ENGINEERING NARRATIVES **with LINE DRAWINGS**

ARCHITECTURAL CRITERIA

Objective

The specific aims of the program are 1) to efficiently renovate the aged Central Research Animal Facility (also known as the Vivarium) into a state-of-the-art animal barrier facility with clean/dirty corridors, appropriate traffic patterns, appropriate relative air pressures and continuous environmental controls and monitoring to protect valuable NIH-funded animal based research at the New Jersey Medical School (NJMS), 2) to provide additional animal housing space to accommodate the ever growing usage of rodents by faculty, 3) to provide procedure room suites to allow research to take place within the Vivarium reducing animal traffic to research laboratories located on upper levels of the building, 4) to relocate the existing cage wash area at the perimeter of the Vivarium to prevent personnel from the Transgenic Mouse Core Facility located on the same level across the corridor from traveling thru the facility disrupting the animals well being; and 5) to provide a small animal magnetic resonance imaging suite which would enable NJMS to meet the growing needs of the radiobiology division.

Background

This project will renovate approximately 30,000 square feet of vivarium space in the Central Research Animal Facility located in the basement of the Medical Science Building. The building was constructed in 1975 and is approximately 680,000 gross square feet. The aged and inadequate facility consists of animal care areas and support space. The project space has not had a major renovation since the building was constructed. The building's current use will not change as a result of this project.

Currently this space contains mostly original floor, wall and ceiling surfaces. The interior surfaces have been repeatedly patched in places and require remodeling and resurfacing to optimize efficiency. Some features of the space do not meet contemporary building codes, life safety and ADA requirements. Original laminated wooden bumper plank guards are inadequate and will be replaced. Existing aged wooden animal holding room doors are not sealed properly and will be replaced.

Function and Description

Some of the earliest decisions that were made in the planning process involved circulation issues both outside and inside the animal facility and established priorities for how each of the spaces programmed for the facility should physically relate to every other space in the facility. The proposed project will renovate the existing vivarium facility to current standards and efficiently reconfigure it into a state of the art facility that will simplify daily operations and create a segregation of 'dirty' and 'clean' activities, upgrade allowed effective material and personnel flow needed to minimize cross-contamination, and bring it up to today's standards.

The program consists of an administration area, staff support spaces that include staff lockers and toilet rooms, lab office spaces, animal holding rooms, procedural rooms, a cage wash room, surgery suites for large and small animals including an x-ray room, a necropsy suite, a bio-containment area, quarantine area for large and small animals and a magnetic radio-active imaging suite for small animals.

Along with a Surgery Suite and Necropsy, a portion of the animal facility contains two blocks of Animal Holding Rooms where a dual corridor system, clean and soiled, is employed.

An isolated block, for rodent barrier facility, contains two rows of nine animal holding rooms and two procedure rooms, separated by a service corridor down the middle. This configuration allows for these animal holding rooms to be arranged between two corridors with a door to each to allow for maximum flexibility for multiple functions. The internal functions are properly segregated by clean and dirty corridors. Clean cages are brought into the animal holding rooms from the 'clean' corridor, and the dirty cages are retrieved for washing from the 'dirty' corridor. The procedure rooms in this block are also accessed from the 'clean' corridor. All clean cages and supplies are transported through clean corridors and all cages and supplies are stored in a clean-cage storage room off a clean corridor; all soiled cages are transported through dirty corridors to the cage wash room. An antechamber separates this block from the hallway and provides a place to gown before entering the barrier area.

The rest is arranged with fourteen animal holding rooms along the exterior perimeter of the facility. This block of animal holding rooms utilizes a single-corridor design. Access to the AHRs is through a 'dirty' corridor.

The animal holding rooms accommodate caging, bedding change stations, and sinks. For small animals, such as mice and rats, primary containment will be within the caging system in ventilated racks. For larger animals, such as nonhuman primates, canines and swine, the room itself becomes the primary containment. The kennel suites will house 6' high solid plastic partition compartments that are mounted 6" above the finished floor for easy access to clean the floor surface.

Supporting procedure room suites are adjacent to a group of animal holding rooms. Procedure rooms include a fume hood. The anteroom accommodates bedding change stations, stainless steel cabinetry and sink.

The centralized cage-wash area is located near the animal holding rooms at the perimeter of the facility. A two-door autoclave, a tunnel washer and a rack washer are installed between the clean and dirty side of the cage-wash area. The pit required by the cage and rack washer will be cast-in-place concrete. In addition, two concrete pads will be located in the pit to support the cage washer unit at either end. The equipment will divide the room into two sides; divided between a clean, that is a supply side, and a dirty, that is a return side.

The Surgical Suite will contain one downdraft surgery tables, space for oxygen and CO2 cylinders, a large surgical scrub sink and surgery lamps. The animal preparation room

will include a preparation sink, cabinets, and movable stainless steel storage for instruments and supplies.

The office portion of the vivarium off a main corridor will include two offices, one tech office and one tech lab. Two offices will be outfitted to include windows providing views into the vivarium.

Next to but independent of the animal holding room blocks are a BSL-2 suite, Imaging and Quarantine. Manipulations are carried out in a space that is adjacent to holding rooms, but separated from the rest of the facility through a door. These functions are located near the dock.

The Imaging Suite will house a small animal magnetic resonance imaging system. This area will house an Operation and Preparation Room, a Faraday Cage Magnet Room and a Technical Room. This area is located in the basement of the facility, in order to provide a vibration free foundation and a secure location. The basis of design for the MRI is a Bruker, BioSpec Avance II, 9.4 Tesla with 30 cm bore. In the Magnet Room (Faraday cage) the following components will be required: a magnet, gas-exhaust system (quench line) and an air-conditioning system with fresh air. In the Technical Room there will be hardware cabinets, electrical supply lines to the hardware cabinets, the cooling water supply to the hardware cabinets and a room cooling system for the technical room. The operating area will house the MRI system computer with its operating and output equipment as well as the provision of a preparation area in the access area to the magnet.

One Bio-Containment Suite and two animal Quarantine Suites are accessed from a main corridor. Access to the AHRs is through an anteroom. The BSL-2 suite contains seven AHRs and a small autoclave where it will be used to sterilize cages out of the bio-containment area. Quarantine includes one small animal quarantine area which includes six AHRs and one large animal quarantine area which includes two AHRs.

The entrance to the Animal Facility Administrative area is outside the animal housing portion of the animal facility but immediately adjacent to it. The primary port to the animal facility is designed to direct administrative staff, individuals and visitors past the animal facility administrative area before entering the access-controlled containment facility. The office area becomes convenient to users of the facility and the animal-care staff while allowing access to those who have business with the office but do not need to enter the animal housing portion of the facility. Personnel entry into the vivarium, along with the dock is restricted and controlled by an automated security system. Staff and investigator entry into the animal facility includes locker and shower space, as well as a gowning vestibule. Immediately off the main entry control point, there is a staff support space with a break room and toilets. The existing toilet rooms will be reconfigured to meet ADA requirements.

Finishes Description

New partitions shall be constructed of 8" filled concrete masonry block. All partitions shall be constructed to underside of existing metal deck. All corridor walls will be

finished using block filler and epoxy based paint to provide maximum water, chemical, and detergent resistance and protected with wall mounted stainless steel guard rails and corner guards to protect walls and corners from damage. Walls at showers, toilet areas and locker areas will be full height ceramic tiles.

Ceilings at the animal holding rooms, procedure rooms, bio-containment suite, necropsy, surgery suite, quarantine rooms and cage wash area will consist of Fiberglass-Reinforced Plastic (FRP) material. All joints between ceilings and walls will be sealed.

New flooring shall be troweled epoxy aggregate flooring with integral 6" cove base. Where floor drains are used, floors shall be sloped.

The office portion of the vivarium will have washable acoustic tile ceilings and painted concrete masonry walls.

The administration area flooring shall consist of carpet tiles and rubber wall base. Walls shall be painted steel stud partitions and a suspended ceiling, with energy efficient lighting will be installed. Doors will be solid core wood doors with metal frames.

Doors in the containment area will be Fiberglass-Reinforced Plastic (FRP) with vision glazing and measure 42" wide x 82" high to allow easy passage of racks and equipment. All doors through which cage racks routinely pass will be automatic doors, including corridor doors and cage sanitation and cage-storage related doors.

Work surfaces and equipment shall be non-magnetic stainless steel at all laboratory spaces.

Equipment Description

The renovated space will use a combination of existing and new equipment.

1. Equipment to be purchased.

DESCRIPTION	ROOM NUMBER	COST

2. Equipment already funded by a previous grant (not part of budget).

DESCRIPTION	ROOM NUMBER	COST

3. Existing equipment to be re-used (not part of budget).

DESCRIPTION	ROOM NUMBER	COST

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Sustainable Design

The A/E firm shall consider all green/sustainable technologies and design approaches during the design process in accordance with the General Instructions for NCRR Design Requirements.

ENGINEERING CRITERIA

Objective

The objective of this assessment involves the investigation and reporting of the Heating Ventilating and Air Condition Systems, electrical systems and plumbing systems. The goal is to provide recommendations to improve the overall quality of life for the research animals, to meet research requirements and to implement systems which are easily maintained.

Existing Mechanical System Description

The existing Vivarium Heating Ventilating and Air Conditioning system consists of a built-up Air Handling unit (SAH-20), medium pressure ductwork, pressure reduction boxes with hot water reheat and low pressure distribution ductwork and diffusers. The exhaust system consists of two (2) exhaust fans SE-37 and SE42 and low pressure ductwork to exhaust air grilles.

Air Handling unit SAH-20 which is located on Level 'D' Mechanical level is a once through, 100% outside air system with filters, pre-heat coils, steam grid humidifier, chilled water coil and single supply fan. The unit is approximately 35 years old and has exceeded its' useful service life

Presently neither supply or exhaust air distribution systems have redundant components. In the event there would be equipment failure, temporary equipment would need to be obtained and connected to the systems expeditiously.

Chilled water is produced at the campus central utility plant and transported to the facility through a network of piping; however, the chilled water system does not operate year round. Hot water for pre-heat and re-heat is generated in the building on Level 'A' Mechanical Room. The pre-heat system consists of two (2) (SHE-PHC 1&2) water-to-water heat exchangers and distribution pumps. Humidification is generated by a high temp water to steam generator located in Level 'A' Mechanical Room.

The existing control system is partially pneumatic and electric. The system has no means to communicate with the campus monitoring system since it is stand-alone. Presently animal holding rooms are without local or central temperature and humidity monitoring.

The present animal watering system is non-automatic, requiring human intervention to

operate.

Mechanical Recommendations

All proposed recommendations shall follow the NIH guidelines for Vivariums, ASHRAE recommendations and AAALAC requirements to ensure accreditation of the facility.

Since all the air distribution system components are way beyond their service life, it is recommended that Air Handling unit SAH-20, SE-37 and SE-42 and the associated distribution system be replaced. In order to replace Air Handling unit SAH-20 without disrupting the present operation, we recommend removing Air Handler SAH-19, provide a temporary unit elsewhere and install a new Air Handler SAH-20 in its place. Once the new SAH-20 is installed and commissioned, a brief shut-down can be coordinated for the tie-in to the existing system. After the new unit is operating, the old unit can be removed and a new unit SAH-19 (10,000 CFM) can be installed and reconnected to the distribution system.

The new Air Handling unit SAH-20 (45,000 CFM) shall be 100% outside air and consist of 30% pre-filters, heat recovery pre-heat coil, hot water pre-heat coil, chilled water coil, humidifier, dual supply fans and 90% after filter. The unit fans shall be provided with Variable Frequency Drives (VFD's) for filter loading. To ensure constant air flow to the Vivarium, one of the supply fans will provide 100% redundancy in the event of equipment failure or periodic maintenance.

The new exhaust system shall consist of a heat recovery coil, filters and two (2) in-line fans. One of the fans will provide 100% redundancy in the event of equipment failure. A new exhaust ductwork main shall extend from Level 'D' Mechanical Room to the Vivarium.

A new heat recovery system which transfers the energy from the exhaust air stream to the supply air system shall be provided. The heat recovery coils shall be provided in the new SAH-20 air handler and the new exhaust system, a transfer pump and piping network will connect the two apparatuses together to form the heat recovery system.

Since the campus chilled water system presently does not operate year round, a packaged air cooled chiller (350 tons) will be provided and located on 'D' Level roof. Chilled water piping and valving shall be provided and connected to SAH-20 cooling coils. Two (2) chilled water pumps shall be provided in the event of pump failure.

The air distribution system for the Vivarium shall be comprised of new medium pressure supply and exhaust ductwork air valves and air devices. The use of air valves on both the supply and exhaust air streams will ensure proper ventilation rate (15 air changes per hour) and pressurization for each space. In addition to repeatable ventilation rates, the use of air valves on both the supply and exhaust will provide flexibility in the future for changing pressurization direction (negative to positive). Temperature control of individual spaces shall be accomplished with hot water re-heat coils for each space in conjunction with room temperature sensors.

To ensure a quiet environment for the animals well being sound attenuators shall be provided downstream of the air valves supplying the animal holding rooms.

Individual animal holding rooms shall be provided with laminar flow supply diffusers in a continuous row and low exhaust grille to promote air circulation. The low exhaust grille shall be hinged with a filter. All air devices shall be stainless steel construction.

Class 2 B2 100% exhaust bio-safety cabinets shall be provided within the small and large animal Quarantine Rooms and Procedure Rooms. Each bio-safety cabinet shall be provided with a separate exhaust air valve.

Each surgical room shall be provided with laminar flow air devices located directly over the table, exhaust shall be located low on the wall. Trim humidifiers shall be provided for each of the operating rooms to provide individual control to the researcher.

Necropsy shall be provided with a surgical down draft table, the down draft table will be provided with a separate air valve, hot and cold water and sanitary drain. CO₂ will be piped to an outlet near the table on the wall.

The MRI suite will be divided into three (3) rooms, the Technical Room, Magnet Room and Preparation Room. The Magnet Room and Preparation Room will be served from the existing house air handling system. The existing air distribution system will be modified to suite the new configuration. The Technical Room will be provided within two (2) 5-ton Dx Split System Liebert Challenger units with remote condenser. The condensers will be located on grade directly above the loading dock within the existing equipment fenced area.

The MRI heat exchanger will be provided with a 1 ½ ton process chiller with remote condenser. A redundant chiller and condenser shall be provided. The process chiller shall be provided with pumps and packaged controls. The remote condensers shall be located near the remote Liebert condensers on grade directly above the loading dock.

The Magnet quench vent shall be routed to the outdoors through the existing loading dock and up through the deck within the existing equipment area. The quench vent shall terminate approximately 10'-0" above grade with a 90° elbow facing away from the building and away from the outdoor seating.

Since the present pre-heat hot water and re-heat hot water generating systems have redundant components, the systems will be re-utilized for the Vivarium HVAC systems with the exception of new piping and new direct digital controls.

A new direct digital control (DDC) system shall be provided for all new equipment throughout. The new system shall be electronic/pneumatic and compatible with the campus Johnson Metasys System. The existing DDC headend will also be updated to allow central monitoring of the equipment from the campus facilities department. Monitoring and trending of temperature and humidity of the animal housing will be incorporated in the new DDC system.

A new animal water system, similar to Ebstrom shall be provided for all animal holding rooms. The new system shall also incorporate room temperature/humidity monitoring, lighting control and watering schedules, system to be similar to Ebstrom Watchdog.

Each holding room shall be provided with a hose station and floor drain to promote cleanliness. The hose station shall be provided with a mixing station and be placed near the door within a stainless steel cabinet. Large animal housing shall be provided with a continuous trench drain at the perimeter, an automatic trench flushing system shall be incorporated.

A new cylinder storage room shall be located at the loading dock, with piping to the surgical suite and necropsy room. New automatic changeover manifolds for the O₂ and CO₂ cylinders shall also be incorporated.

Sustainability

With the incorporation of the heat recovery run around loop substantial energy savings will be realized contributing to the overall sustainability of the project. In addition to the heat recovery system, the new system will utilize Variable Frequency Drives (VFD's), energy efficient lights, lighting controls and reset controls for non-animal housing functions.

Existing Electrical System Description

The existing Vivarium Electrical distribution system consists of branch circuit panelboards recessed mounted in corridor walls serving lighting and small power loads.

Normal and emergency distribution switchboards are located in two locations on the GA Level serving the building electrical load requirements.

The electrical service to the building is adequate to meet the needs of equipment load requirements; however, the branch circuit distribution needs to be upgraded to allow new research equipment loads to be served from panelboards with spare breaker capacities and also to allow flexibility for rearrangement of equipment and changes of use for selected areas.

Emergency power distribution is similar to the normal system except the emergency system does not have adequate power capacity to meet the revised research equipment emergency requirements.

The lighting within the Vivarium consists mainly of recessed fluorescent fixtures controlled by local line voltage switching. Animal room lighting where required is controlled by manual time clocks.

Existing power and telephone/data wiring devices are provided throughout the Vivarium. Several devices in wet areas are presently not GFI protected.

The building fire alarm system is extended throughout the Vivarium. Manual pull stations are provided at all means of egress doors and audio/visual devices are located in most areas within the Vivarium. System is an addressable system and can be expanded as required in the future.

Electrical Recommendations

All proposed recommendations shall follow the NIH guidelines for Vivariums, National Electrical Code and AAALAC requirements to ensure accreditation of the facility.

To provide the adequate power distribution to meet the present and future requirements of the Vivarium, new distribution equipment will be provided.

A new electrical room (approximately 12' x 15') will be provided near the center area of the Vivarium, with direct access for maintenance from the main corridor outside of the Vivarium. This will allow quick access for facility maintenance to service equipment without disruption to the research area.

A new 1200 amp I-line type 480/227 volt distribution panel with copper bus, main circuit breaker, surge protection and bolt-on type branch circuit breakers will be provided in this room. This panel will serve large equipment loads as well as lighting loads and miscellaneous mechanical equipment within the Vivarium.

This distribution panel will be served from the existing switchboard "A1". The distribution panel will serve two (2) branch panelboards rated 400 amps with 250A-3P main circuit breaker. One panel will be located in the cage washing area and one located in the imaging suite.

In the 400 Amp panel in the imaging suite, provide (1) 100A-3P circuit breaker and feeder to serve the MRI. In the MRI Room provide a 100 Amp fused disconnect switch to serve the 30kva transformer (provided by Bruker). The transformer provides 400VAC power to the Bruker Line Power Distribution Panel. This panel provides 400VAC -3 phase to the instrument cabinets and the Cryomech helium compressor. The panel also provides 220VAC -1 phase to the Neslab Water Chiller. The Cryomech requires a NEMA L15-30 plug (Installed by Bruker) and a receptacle (Installed by electrical contractor). Conduit shall be provided from the Bruker LPD Panel to the 10kva transformer (provided by Bruker) and from the transformer to a surface mounted receptacle box.

Provide (2) 20A-3P circuit breakers and feeders for misc equipment.

Provide (1) 60A-3P circuit breaker and feeder to server CRAC Unit in the Technical Room.

Provide (1) 30A-3P circuit breaker and feeder to serve the CRAC outdoor condensing unit.

Provide (1) 20A-3P circuit breaker and feeder to serve the remote chiller outdoor condensing unit.

Provide all necessary bonding and grounding in compliance with MRI equipment requirements.

The 1200 Amp panel will also serve two (2) 75KVA K-rated dry type transformers located in the new electrical room. These transformers will each serve a double section 208/120 volt branch circuit panelboard. These panelboards will have a 225A main circuit breaker, copper bus and 84 pole bolt-on circuit breaker with the capability to serve the Vivarium small power and equipment requirements.

New 20 amp rated wiring devices will be provided in all areas, with additional dedicated devices installed to meet specific equipment needs. All wiring devices within 6 feet of the sinks or in wet areas shall be provided with ground fault circuit interrupter protection.

New lighting will be provided throughout the Vivarium to meet the required foot-candle levels of each space. Lighting is an extremely important element in the Vivarium and also the need to regulate the duration of lights is equally important.

Lighting levels for most type of animals consists of a day/night cycle, with a daytime level of 30-50 foot-candles measured at 30 inches above the floor.

Use of fluorescent lamps with a chromaticity of 5000°K will be utilized to closely match the wave length and spectral pattern of natural light. All rooms will have the capacity to increase levels to 100 foot-candles for cleaning purposes.

Red lamps will be installed in fixtures to provide a low spectrum of light to allow a third level of illumination. Adjustable time clock controls will be provided for each animal room. A day/night cycle will also be provided for corridor fixtures outside of the animal rooms.

The use of occupancy type sensors will be utilized in office areas, storage rooms, etc. to provide energy savings.

Lighting fixtures will utilize T-8 lamps and electronic ballasts. Lighting fixtures will be gasketed or weatherproof for moisture and vermin control. Fixture housings and lens frames shall be made of stainless steel.

Emergency power distribution will need to be upgraded to provide redundant power support for Vivarium equipment and mechanical air handling, exhaust system and chilled water pumps.

In order to meet the Vivarium equipment emergency requirements, a new 500KW emergency generator will need to be installed near the power plant. An 800 amp feeder shall be extended to the GA Level. A new 800 amp 480/277 volt panel will be provided in a new electrical room to serve Vivarium equipment, mechanical equipment and emergency/egress lighting requirements. A 600 amp ATS provided for equipment and a 100 amp ATS provided for life safety loads.

Fire alarm system will be extended into the Vivarium in accordance with NFPA72.

Initiating and signaling devices will be provided and operate as required by New Jersey Uniform Construction Code, and signaling devices will be provided in compliance with ADA requirements for spacing and intensity.

Security system in building will be extended as required to provide strict access control for the entire Vivarium area.

LNE DRAWINGS

Lines drawings posted as separate pdf file as ATTACHMENT D-1.

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
Independent Commissioning Services for the
Reconstruction of the Vivarium for the
New Jersey Medical School on the Newark Campus

RFP #P10-078

ATTACHMENT E

FEE PROPOSAL FORM

THIS IS A TWO (2) PAGE FEE PROPOSAL FORM COMPLETE, SIGN, AND SUBMIT ALL PAGES
THIS IS PAGE ONE OF TWO

Fees for independent commissioning services for the Reconstruction of the Vivarium for the New Jersey Medical School, Newark Campus, as described in the Request for Proposal:

Proposed Basic Services Lump Sum Fee- Pre-Design Phase: \$_____

Proposed Basic Services Lump Sum Fee- Design Phase: \$_____

Proposed Basic Services Lump Sum Fee- Construction Phase: \$_____

Proposed Basic Services Lump Sum Fee- Warranty Phase: \$_____

Total Fee: \$_____

Please provide as Attachment E.1 a listing of the numbers and dates of all Addenda received.

Please provide as Attachment E.2 a schedule of standard hourly billing rates for employees, consultants, subcontractors, etc. which can be used for the calculation of fees for any additional services requested and authorized by the owner. Hourly billing rates submitted shall remain constant over the life of the Contract; they shall not be subject to escalation or adjustment.

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

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ATTACHMENT E

FEE PROPOSAL FORM

THIS IS A TWO (2) PAGE FEE PROPOSAL FORM COMPLETE, SIGN, AND SUBMIT ALL PAGES
THIS IS PAGE TWO OF TWO

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Signature: _____ Date Signed: _____

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Request for Proposal for
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ATTACHMENT F

BUSINESS ASSOCIATES AGREEMENT

The Business Associate Agreement Involving the Access to Protected Health Information is enclosed following this page.

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

The following provisions (Amendment) are added and incorporated into the attached
_____(“Agreement”) entered in between

(Description of Agreement)
UMDNJ/ _____ (“Covered Entity”) and

(School or department)

Name of Contracting Party

(Business Associate), 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 _____;
(Fill in the name of the covered entity)

WHEREAS Business Associate performs _____ 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 1996, 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 use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- d. 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 directors, 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;
- e. 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;
- f. 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;
- g. 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;
- h. 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; and

- i. 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.
- 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 Business Associate from pursuing any other remedies available to Business Associate 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.

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

Covered Entity

Business Associate

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

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ATTACHMENT G

GENERAL INSTRUCTIONS FOR NATIONAL CENTER FOR RESEARCH RESOURCES
(NCRR) DESIGN REQUIREMENTS

General Instructions for NCRR Design Requirements

This document provides basic information about the design documents for construction awards to the National Center for Research Resources (NCRR). The goal of this document is to outline the information necessary at each stage of the design review.

NIH construction reviews are general in nature and only ensure that the elements of design required by the federal government are present in acceptable form. The necessary detailed checking for technical accuracy, sufficiency, and coordination is the sole responsibility of the awardee.

Documents must be submitted electronically to NIH for review. You will receive an account name and password to allow such submissions. Following each submission, the NIH Technical Review Coordinator will return written comments from the reviewing architects and engineers.

The comments from the reviewers must be addressed. Review comments can be discussed with the NIH Technical Review Coordinator, the NCRR Professional Engineer and specific reviewer(s) after they have been received. The awardee can address comments by a memo in the following design review.

The NCRR Professional Engineer may request a face-to-face review meeting at any stage in the design process. Generally, the purpose of such a meeting is to resolve issues without delay. In such a case, the resulting design documents will have to be submitted electronically.

Schematic Design: 4 months following the release of the NoA

General Information: The design process begins with the Schematic Design (SD) phase defined as the phase of the architect's services in which the architect consults with the principal investigator (PI) and principal users of the space to ascertain the requirements of the project and prepares schematic design studies consisting of drawings and other documents illustrating the scale and relationships of the project components for approval by the PI. The primary objective of the SD phase is to develop a feasible conceptual design of the project through creating and evaluating a series of general schemes that take into account the established project scope of work and budget. During the schematic design, an architect commonly develops study drawings and simple diagrammatic documents delineating room sizes and relationships, estimates square footage of each space usage type, creates single line diagrams of all systems (i.e., water mains, electrical risers, etc.), provides preliminary elevations studies of the building exterior, and, if applicable, provides drawings of special interior spaces, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, form, and any other elements that achieve the project goal for the PI to review.

In addition to the above, this phase produces a final schematic design, to which the PI agrees after consultation and discussions with the architect. Costs are estimated based on overall project volume.

Once the SD documents are approved by NCRR, the design can move forward to the design development phase.

Deliverables: Schematic design documents should contain a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer images, renderings, or models. Typically the drawings include overall dimensions, and a construction cost is estimated.

Design Development: 8 months following the release of the NoA

General Information: Following NCRR approval, the Schematic Design documents are further developed. The next submission is known as the design development (DD) submission. In the DD the schematic design decisions are worked out in greater detail. A clear and coordinated description of all aspects of the design including architectural, mechanical, plumbing, electrical and fire protection systems is worked out which provides a basis for the preparation of construction documents. Colors, patterns, materials, lighting fixtures and special equipment and building elements are selected and reviewed. For complex laboratory projects, detailed laboratory plans identifying all services; casework and equipment are also developed. Detailed floor plans, sections, elevations and an outline specification defining materials, finishes and systems, as well as an updated construction cost estimate are submitted for review and approval. In this phase, the design concept is elaborated and refined so as to define and resolve all important aspects of the project. The DD phase lays out mechanical, electrical, plumbing, structural, and architectural details. Typically, this phase results in drawings that often specify design elements such as material types and location of windows and doors.

The DD documents must be submitted to NCRR for design review no later than eight months from the award date.

Deliverables: Design development documents generally contain floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications.

Construction Document: 14 months following the release of the NoA

General Information: Once NCRR approves the DD documents, the architects and engineers move forward and produce drawings with greater detail. In the construction documents phase, the architects and engineers further refine the design development drawings into construction documents—those comprehensive construction drawings and specifications that set forth, in detail, requirements for the construction of the project. Drawings are the illustrative component of construction documents, whereas specifications are written requirements pertaining to building materials, equipment, and construction systems that outline the standards to be met in the construction of a project. The drawings and specifications also are used to secure a building permit, to competitively bid the work among qualified contractors and ultimately as the basis for the construction of the project.

The construction documents must be submitted to NCRR for design review no later than fourteen months from the award date.

Deliverables: The construction document phase produces a set of drawings and specifications that include all pertinent information required for the contractor to price and build the project.

Design Build:

For projects that are procured through a Design-Build (DB) mechanism (combining design and construction in a single contract) NCRR recommends the following process:

1. The DB Request for Proposal (RFP) should include a basis of design, drawings, diagrams, and outline specifications describing the building program, functional relationships, general layout, mechanical, electrical, plumbing fire protection systems and commissioning requirements. These documents shall be developed, at minimum, to the Schematic Design (SD) level (see below). The RFP must be submitted to NCRR no later than 4 months following the release of the Notice of Award.
2. The DB documents shall be submitted to the NIH technical review team, and all comments reconciled and incorporated prior to issuance of the DB RFP for bid.
3. Documents submitted to NIH for review shall include a project schedule and cost estimate. The cost estimate shall be professionally prepared to reduce the likelihood of budget shortfalls once the RFP is advertised.
4. The DB RFP should allow for innovations, modifications and value engineering changes that would improve the design or reduce construction costs without degrading quality or function provided that acceptance of changes are subject to owner review and approval.
5. The NIH technical review team shall review and approve the design development (DD), and the final construction documents (CD), developed by the DB team, and all comments shall be reconciled and incorporated prior to initiation of construction.

Green/Sustainable Design:

It is expected that all awards will consider green/sustainable technologies and design approaches during the project design process. Useful references include:

- 1) Department of Health and Human Services. HHS Policy for Sustainable and High Performance Buildings. December 2007.
<http://www.hhs.gov/asam/ofmp/hiperfbldngpol.pdf>
- 2) Department of Health and Human Services. HHS Real Property Asset Management Plan. <http://www.hhs.gov/asam/ofmp/ramp.doc>