

REQUEST FOR PROPOSAL (RFP)

TITLE: Replacement of Insulation Oil In 2000kva Transformers on the Newark Campus

RFP NUMBER: P13- 051

DATE ISSUED: February 25, 2013

DUE DATE: April 18, 2013

TIME: 2:00 pm

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

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

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

BIDDER NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

1.0 Information for Bidders

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter into a contract to replace the insulation oil in designated 2000kva transformers at the three locations listed below in Section 1.2. UMDNJ currently has twenty (20) transformers which contain insulation oil. The transformers do not contain PCB's since all had been filtered in 1981.

1.1.2 Intent

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

1.2 Background

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

Transformer Locations

Building Name, Location and Equipment
Power Plant 295 Norfolk Street, Newark, New Jersey The Power Plant Vault has a total of 4 transformers which are 1000 KVA, 3 phase, 26400KV/ 480VOLT also a Delta /Wye configuration. The manufacturer of the transformers is Delta Star.
George Smith Library 295 Norfolk Street, Newark, New Jersey The library vault houses 8 transformers which are 2000KVA, 3 phase, 26,400KV/ 480VOLT with a Delta / Wye configuration. The manufacturer of the transformers is Westinghouse.
Dental School 295 Norfolk Street, Newark, New Jersey The dental vault houses 8 transformers which are 2000KVA, 3 phase, 26,400KV/ 480VOLT with a Delta / Wye configuration. The manufacturer of the transformers is Westinghouse.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ
DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: FRANK PALEK
Buyer's Phone Number: 732-235-9610
Buyer's Fax Number: 732-235-9058
E-mail: palekfg@umdnj.edu

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2.1 Site Visit

A mandatory Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements. The Contractors must attend the site visit scheduled for the procurement. The date, time and location for the visit is:

DATE: March 13, 2013

TIME: 8:00 AM

LOCATION: UMDNJ, DEPARTMENT OF PHYSICAL PLANT, ADMINISTRATION BUILDING #1, ROOM 123, PHYSICAL PLANT CONFERENCE ROOM, 30 BERGEN STREET, NEWARK, NJ

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register a mandatory Site Visit. All Contractors are encouraged to bring all subcontractors bidding on this project. **No additional walkthroughs shall be granted after the mandatory bid meeting on March 13, 2013.**

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

1.3.3.1 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conferences is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The Contactor must attend both mandatory Pre-Bid Conference and Site Visit. The date, time and location for the Mandatory Pre-Bid Conference is as follows:

DATE: March 13, 2013

TIME: Immediately After the Mandatory Site Visit

LOCATION: UMDNJ, DEPARTMENT OF PHYSICAL PLANT, ADMINISTRATION BUILDING #1, ROOM 123, PHYSICAL PLANT CONFERENCE ROOM, 30 BERGEN STREET, NEWARK, NJ

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conferences. **No additional walkthroughs shall be granted after the mandatory bid meeting on March 13, 2013.**

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

Notice to Bidders: It is the responsibility of all potential bidders to check UMDNJ's web site (www.umdny.edu/purchweb) regularly and obtain all addenda that may be used to bid specifications. UMDNJ is not responsible for direct distribution of addenda posted on the web site to all vendors who desire to submit a proposal.

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

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

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

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

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

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

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 Bid Bond

Not applicable to this procurement.

1.4.10 HIPAA Compliance

Not applicable to this procurement.

1.4.11 Business Registration Notice

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

1.4.11.1 Definitions

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

1.4.11.2 Requirements Regarding Business Registration Form

A Contractor should submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP. A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales

and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.12 Merger Provision for Future/Amended Contracts

Vendor acknowledges that the “New Jersey Medical and Health Sciences Education Restructuring Act” (P.L. 2012, c. 45, hereinafter, the “Act”) will, if implemented as currently enumerated on July 1, 2013, change the structure of the University of Medicine and Dentistry of New Jersey (“UMDNJ”). The Act specifies that all of the schools, institutes, and centers of UMDNJ (each, a “Unit”) – other than the School of Osteopathic Medicine (“SOM”), and University Hospital in Newark (“UH”) – will be transferred to and become part of Rutgers, The State University of New Jersey (“Rutgers”) as of July 1, 2013. The School of Osteopathic Medicine will be transferred to and become part of Rowan University (“Rowan”). University Hospital will be separately incorporated. Rutgers, Rowan and University Hospital are defined as “Successor Organizations”. Accordingly, and notwithstanding any other provision of this contract and RFP to the contrary, if the scope of work to be carried out by Vendor under this contract relates to all of UMDNJ or to more than one Unit of UMDNJ, such scope of work and contract for the scope of work for each Unit will be assigned, as of and after the dissolution of UMDNJ on or around July 1, 2013 and assuming the Act is implemented, to the Successor Organizations of those Units of UMDNJ. Any language in this contract that expressly relates to UMDNJ as a whole, or infers that the contract relates to services for UMDNJ as a whole, will as of the dissolution of UMDNJ, be deemed to mean those Units being transferred to Rutgers, Rowan or University Hospital, as applicable. Vendor acknowledges that upon the dissolution of UMDNJ this contract may be bifurcated or trifurcated among Rutgers, Rowan, and/or University Hospital (as applicable) and that the applicable Successor Organizations will each have a separate contract with Vendor as a result. UMDNJ and/or Rutgers, Rowan, or University Hospital will provide the appropriate contact information to whom Vendor shall send all notices and inquires under this contract after the dissolution of UMDNJ. In the event neither Rutgers, Rowan, University Hospital nor UMDNJ provides any such contact information, Vendor is directed to use the existing contact information. Neither Rowan, Rutgers nor University Hospital will be responsible for payment of the services provided by Vendor to the Successor Organizations.

In the event the scope of Vendor’s services under this contract relates to Units of UMDNJ that are being transferred to Rutgers, and also to Units of UMDNJ that are not being transferred to Rutgers, the contract will survive, as described above, but each Successor Organization reserves the right to reestablish the price that will be paid to Vendor on account of performing this contract. Vendor expressly acknowledges and agrees that the scope of work under this contract may be reduced because certain, existing UMDNJ Units may no longer be covered by this contract after the dissolution of UMDNJ. The price paid by each Successor Organization will be reduced in relative proportion to the decrease in services, if any, and Vendor expressly accepts this provision and acknowledges the possibility of a price reduction on account of the merger specified by the Act.

Vendor further expressly acknowledges and accepts that after the dissolution of UMDNJ, nothing in this contract will relate to units of the Successor Organizations that are not, on the

effective date of this contract, currently Units of UMDNJ. In other words, the merger contemplated by the Act will not *increase* the scope of Vendor's services under this contract – unless a Successor Organization and Vendor expressly amend this contract (by mutually acceptable amendment signed by both parties) to expand the Vendor's scope of services.

1.5 Special Note- Public Works Contractor Registration Act

Public Works Contractor Registration Act - This act specifies that no contractor or subcontractor shall bid on, or engage in, any contract (or part thereof) for public work which is subject to the provisions of the (NJ Prevailing Wage Act), P.L. 1963, Chapter 150, for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor. Any questions regarding the registration process should be directed to The New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464 or http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html

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

1.6 Computation of Time

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

1.6.2 Prevailing Wage Act

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

1.6.3 Prevailing Wage

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

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

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

****Note #2: If prevailing wage increases before the Contract is awarded, the Contractor must charge the most current rate.**

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

2.0 Definitions

2.1 RFP Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP issued by UMDNJ, Purchasing Services.

“Amendment” – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Vice President for Finance and Treasurer.

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

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

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

“Evaluation Committee” – A committee established to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Vice President of Supply Chain Management.

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

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

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

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

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

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

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

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

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

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

“Vice President” – The Vice President of Supply Chain Management.

2.1 Contract Specific Definitions

“Delta Wye Configuration”- A delta-wye (Δ -Y) transformer is a transformer that converts three-phase electric power without a neutral wire into 3-phase power with a neutral wire. It can be a single three-phase transformer, or built from three independent single-phase units. The term Delta-Wye transformer is used in North America, and Delta-Star system in Europe.

“doble test”- is often called a power-factor test and is the most effective known field test procedure for the early detection of bushing contamination and deterioration. This test also provides measurement of ac test current which is directly proportional to bushing capacitance.

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

“IEC”- Independent Electrical Contractors.

“IEEE”- Institute of Electrical and Electronics Engineers.

“KV”- Kilo Volt.

“KVA”- Kilo Volt Amperes.

“Megger Test”- is a test where DC voltage is applied to a device or winding under test. It is an insulation test to see if the insulation has been injured in any way to cause a short circuit when normal power is applied to it.

“NEC”- National Electronics Code.

“NETA”- International Electrical Testing Association.

“PCB”- Polychlorinated Biphenyl were widely used as dielectric and coolant fluids, for example in transformers, capacitors, and electric motors. Due to PCBs' toxicity and classification as a persistent organic pollutant, PCB production was banned by the United States Congress in 1979 and by the Stockholm Convention on Persistent Organic Pollutants in 2001. According to the U.S. Environmental Protection Agency (EPA), PCBs have been shown to cause cancer in animals, and there is also evidence that they can cause cancer in humans.

3.0 Scope of Work Repair

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

If any requirements cannot be fulfilled the bidder must explain why in section 7.11.

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

3.1 General Requirements

The Contractor must supply all the personnel and other resources necessary to remove existing insulation oil from selected campus 2000kva transformers among those listed in Section 1.2 of the RFP, dispose of used oil, install new silicon insulation oil and perform non destructive testing. UMDNJ currently has twenty (20) transformers which contain insulation oil. The transformers are located at three (3) sites on the Newark Campus. **The equipment is located in twenty (20) foot vaults at the locations listed in Section 1.2 of the RFP.** The work includes insulation oil in all high/medium voltage oil filled switch compartments, and termination compartments. The Contractor will be required to provide and demonstrate adequate experience in maintenance of high voltage (26,400 volts) distribution equipment and NETA certified technicians. All work is to be in accordance with NETA, NEC, IEC, and IEEE standards.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.1.
_____Y (Yes) _____N (No).**

3.2 Transformer Preparation

UMDNJ will perform all required transformer switching, de-energizing and isolation prior to the Contractor performing their work. The Contractor must perform their own lock out tag out procedures on each transformer prior to performing their work and verify the absence of any capacitance. UMDNJ will reenergize the system once the Contractor's transformer work is done.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2.
_____Y (Yes) _____N (No).**

3.3 Description of Work

3.3.1 The Contractor must complete oil replacement activities for each transformer which was de-energized prior to leaving the site for the day.

3.3.2 The Contractor must stand by at the work site until transformer is re-energized and UMDNJ Physical Plant Manager releases the Contractor for the day.

3.3.3 UMDNJ will have each transformer de-energized and ready for Contractor's work prior to 8:00 am on each day the Contractor is scheduled to work. The Contractor shall provide a schedule acceptable to the Physical Plant Manager to accomplish the entire scope of work.

3.3.4 The Contractor must deliver all materials to each site and remove used materials after the installation for the site is concluded.

3.3.5 The oil will need to be replaced in below grade transformer vaults. The Contractor must remove the transformer grating at grade level and replace it after the installation takes place.

3.3.6 The Contractor must install and maintain four (4) foot high plastic snow type fence with signage encapsulating entire work and storage area for safety purposes.

3.3.7 The Contractor must provide all spill containment and remediation during the oil replacement, including oil collection booms in and around the transformer vault sump pits at all times during the work process. It must be in place prior to performing any oil drainage and oil replacement services.

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

_____Y (Yes) _____N (No).

3.4 Waste Oil Removal

The Contractor must dispose of the oil generated from the removal and use containers approved by the New Jersey Department of Environmental Protection (NJDEP). The Contractor must provide to the Physical Plant Project Manager a manifest and location where the used oil is to be disposed and comply with all NJDEP requirements for handling and disposal.

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

_____Y (Yes) _____N (No).

3.5 Insulation Oil Specifications

The Contractor must use oil which is CDP paraffinic silicon synthetic, isoparaffin insulating and have a maximum viscosity of 7-8 mm, 2sec at 40 degree C and conform with IEC 60296, CSA-C50-97 Class A, and ASTM 3487.

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

_____Y (Yes) _____N (No).

3.6 Additional Tests

3.6.1 The Contractor is required to perform the following tests for each bank along with the Oil change and provide the UMDNJ Physical Plant Manager with the results after the test is performed: winding resistance test, insulation resistance test, turns ratio on as found tap, double

power factor or megger power tests (one prior to oil removal and the other after the new oil is installed).

3.6.2 The Contractor must test and analyze a sample of new oil obtained from the transformer reservoir after the change and report the results to the UMDNJ Physical Plant Manager within fourteen (14) days of receipt from the testing agency.

3.6.3 The Contractor must inspect the medium voltage oil filled switch compartments visually and mechanically. They must be cleaned as necessary and tested for contact resistance, insulation resistance and verify proper switch operation.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.
☐ Y (Yes) ☐ N (No).

3.7 Reporting

The Contractor must report to the Physical Plant Manager upon arrival. The Contractor must submit to the Physical Plant Manager a report in a word document or electronic format of all of work performed, specific materials used, testing reports and analysis, and a summarization of conditions for each transformer bank within two (2) weeks of completion of the work for each bank of transformers.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7.
☐ Y (Yes) ☐ N (No).

3.8 Working Hours

The work is to be performed Monday through Friday from 8:00 AM to 4:00 PM. **Certain areas such as the New Jersey Dental transformers may require that the oil and equipment is loaded during off hours. The Contractor must work with the Physical Plant Manager to determine the best times for the delivery of equipment.**

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.
☐ Y (Yes) ☐ N (No).

3.9 UMDNJ Point of Contact

The UMDNJ Physical Plant Manager is the point of contact for the Contractor and will be designated by the Physical Plant, prior to the start of work.

3.10 Personnel

The Contractor must provide trained electricians with at least five (5) years experience on the equipment listed in section 1.2 of the RFP and should supply proof of their training upon the UMDNJ Physical Plant Manager's request.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.10.
_____ Y (Yes) _____ N (No).

3.11 Technical Qualifications

The Contractor must have equipment specifications and technical manuals on all of the equipment listed in Section 1.2 of the RFP.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11.
_____ Y (Yes) _____ N (No).

3.12 Safety

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

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

3.12.3 The Contractor must provide a safe and secure environment for pedestrians as well as the employees of UMDNJ and the Contractor's personnel.

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

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

3.12.6 The Contractor must clean up the jobsite after completion of the job including any tools, rigging, materials, oil leaks etc that may have been caused during the performance of the work.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.12.
_____ Y (Yes) _____ N (No).

3.13 Contractor Responsibility

The Contractor must be prepared and equipped to perform all aspects of the work. Under no circumstances shall the Contractor use UMDNJ equipment, materials or supplies. This includes rags, oil pads, rigging, tools, forklifts, pallets, ladders, etc.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.13
_____ Y (Yes) _____ N (No).

3.14 Identification/Keys

The Contractor's personnel may be required to wear appropriate UMDNJ badges supplied by the University's Public Safety Department at all times when on site.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.14.
_____ Y (Yes) _____ N (No).

3.15 Removal of Equipment

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

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.15.
_____ Y (Yes) _____ N (No).

3.16 Parking

The Physical Plant will provide the Contractor with areas where the Contractor may park a limited number of vehicles close to the work sites. The vehicles must be clearly marked with the Contractor's name or Public Safety may ticket the vehicles.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.16.
_____ Y (Yes) _____ N (No).

3.17 Oil Replacement Tasks

The Contractor must supply to the UMDNJ Physical Plant Manager a comprehensive list of tasks needed to replace the insulation oil for the transformers listed in Section 1.2 of the RFP. The information can be entered in Section 7.2 of the RFP.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.17.
_____ Y (Yes) _____ N (No).

3.18 Individual Transformer Work

UMDNJ currently has twenty (20) transformers which contain insulation oil. UMDNJ may replace all or part of that total.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.18.
_____Y (Yes) _____N (No).

3.19 Crane Usage

The transformers are located in deep vaults and it may require the use of a crane or another piece of equipment to lower the drums of oil or other equipment down into the vaults. **Certain areas such as the Dental Transformers may require that the oil and equipment is loaded during off hours. The Contractor must work with the Physical Plant Manager to determine the best times for the delivery and removal of supplies.**

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.19.
_____Y (Yes) _____N (No).

4.0 Special Contractual Terms and Conditions

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The contract will be awarded for one-hundred eighty (180) days, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

Not applicable to this procurement.

4.2 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred eighty (180) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

See **Attachment A** for UMDNJ's Standard Terms and Conditions.

The terms and conditions of this Contract are non-negotiable as per New Jersey statute N.J.S.A. 18A: 64 G-6 et seq. The Contract resulting from this procurement shall consist of this Request for Proposal, including UMDNJ's Standard Terms and Conditions, any addenda to this Request for Proposal, the Contractor's bid proposal and UMDNJ's signed Contract Term Sheet

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

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

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

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

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

4.4 Departure from Bid Specifications or Terms and Conditions

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

4.5 Insurance

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

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

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

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

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

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

- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.

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

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

- All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor's performance of services pursuant to this contractual agreement.

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

4.6 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Vice President.

4.7 Contractor Responsibilities

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of

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

4.8 Substitution of Staff

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

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

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

4.9 Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying

documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

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

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ before payment will be authorized. **Note: The Contractor must submit a waste manifest for the insulation oil removed from the transformers prior to being paid for their service. All waste must be disposed of in accordance with the NJDEP requirements, prior to payment.**

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

The Contractor shall submit to Accounts Payable and the Department of Physical Plant all invoices for the costs for all material required for any maintenance outside the original scope of work, and any subcontractor costs that are required to substantiate the markup for the work performed. This proof of purchase for material and subcontractors shall be submitted with the invoice before payment is approved. The contractor is required to submit certified payroll sheets with their invoice.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 4.16.
_____Y (Yes) _____N (No).

4.17 Additional Work and/or Special Projects

The Contractor shall not begin Performing any additional work or special Projects without first obtaining written approval from the VP of Supply Management. In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

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

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

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

4.18 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Vice President shall provide advanced, written notice to the Contractor. Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Vice President, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19 Suspension of Work

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

4.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Vice President in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Material Safety Data Sheets

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

4.26 Contractor's Personnel

4.26.1 Direct Management of Personnel

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

4.26.2 Employees of the Contractor

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

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

4.26.3 Employee Conduct

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

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

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

The Contractor agrees that, upon request by the University's Project Manager, the Contractor shall remove from the work crew any of its personnel who are, in the opinion of the University, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. The University's Project Manager or their representative is empowered to request that the Contractor replace offending personnel immediately.

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

4.26.4 Criminal Background Check

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

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

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

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 .

4.27.1 State Treasurer Review

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof

by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation the State Treasurer shall disqualify the Business Entity from award of such contract.

4.28 New Jersey Election Law Enforcement Commission Requirement

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

4.29 Federal and State Laws and Regulations Regarding Healthcare

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

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

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

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

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

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal in hard copy format. It is recommended the bidders submit one (1) copy in electronic format, such as compact disc (CD). Each bidder should also submit four (4) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into four (4) sections as indicated below.

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

The intended awardee should supply a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf. The requirement is a precondition of entering into a valid and binding contract.

5.5.4 Manufacturer Certifications

The bidder should supply copies of their technician's manufacturer certifications with the Bid. Failure to do so may result in the award of the contract to another bidder.

5.5.5 Public Works Certification

The bidder must supply a copy of their Public Works Certifications with the bid. Failure to do will cause the bidder to be deemed non-responsive.

5.5.6 Business Registration Notice

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

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

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

5.6 Section 2 – Organizational Support and Experience

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

5.6.1 Location

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

5.6.2 Organizational Chart (Contract Specific)

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

5.6.3 Résumés

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

5.6.4 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required

by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.6.5 Financial Capability of the Bidder

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

5.7 **Section 3 – Cost Proposal**

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

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

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

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

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

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

6.0 Proposal Evaluation and Contract Award

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

- 6.3.1 The bidder's documented experience in successfully performing transformer insulation oil changes and related services in a large organizational setting as referenced in section 3.0 of the RFP.
- 6.3.2 The qualifications and experience of the bidder's repair personnel assigned to the contract, with emphasis on documented experience in performing transformer insulation oil changes and related services.
- 6.3.3 The bidder's insulation oil schedule for the services listed in section 3.0 of the RFP.
- 6.3.4 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

6.4.1 The Vice President may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

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

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

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

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

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 Negotiation and Best and Final Offer (BAFO)

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

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

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

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

6.6 Contract Award

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

6.7 Bidder's Right to Challenge a Contract Award

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

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

Notices of contract award under this section may be faxed, e-mailed, sent by regular mail or by any other means, excluding telephonic communication, conducive to transmitting the notice. If

notice is sent by regular mail, the recipient is deemed to have received the notice three (3) days after mailing.

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

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

7.1 Bidder's Information (Forms to be Completed by Bidder)

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

7.2 Oil Change Tasks

The bidder should include below a list of the tasks necessary to change the insulation oil for the transformers listed in Section 1.2 of the RFP as required in Section 3.18 of the RFP.

7.3 Staff Assigned to Contract

The bidder shall provide the number and qualifications of management, supervisory and other staff proposed by the bidder to provide the UPS Power Supply Maintenance and Repair Services including the number of hours and shifts each person will be assigned.

7.4 Listing of Potential Problems

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

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

7.5 Contact Information

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

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

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

7.6 Listing of Bidder's Management and Supervisory Personnel

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

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

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

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

7.7 References of Firm

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

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

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

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

7.9 Subcontractor Data Information

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

7.10 Bidder's Financial Capacity

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

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

7.11 DOES YOUR SUBMISSION MEET ALL OF THE SPECIFICATIONS THAT ARE IN SECTION 3.0 OF THIS RFP? IF NOT, PLEASE WRITE THE SECTION AND THE NUMBER OF ANY SPECIFICATION FOR WHICH A "NO" ANSWER IS GIVEN AND PROVIDE AN EXPLANATION AND ALTERNATIVE.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 7.11.
____Y (Yes) ____N (No)

8.0 RFP P13-020 Price Sheet and Supporting Detail

All costs for the work being performed, including delivery and installation, are to be included with the “Lump Sum Totals” listed below.

Note: Please advise if your testing will be using the Megger or Doble Power Test of the transformers:

Megger Test: Y _____ N_____.

Doble Test Y_____ N_____.

8.1 Total, firm, fixed price to replace the insulation oil for one (1) transformer at the New Jersey Dental School per Section 3.1 of the RFP:

\$_____ Lump Sum Total.

8.2 Total, firm, fixed price to replace the insulation oil for one (1) transformer at the George Smith Library per Section 3.1 of the RFP:

\$_____ Lump Sum Total.

8.4 Total, firm, fixed price to replace the insulation oil for one (1) transformer at the Norfolk Street Power Plant per Section 3.1 of the RFP:

\$_____ Lump Sum Total.

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

****Note: Actual cost is defined as a direct cost of an item, not estimated cost or standard cost. Proof of purchase for parts must be submitted with vendor’s invoice for payment.**

*****Note: Proof of subcontractor/professional services costs must be submitted with vendor’s invoice for payment.**

******Note: If prevailing wage increases before the Contract is awarded, the Contractor must charge the most current rate.**

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

Bidders are to submit in the bid price line at Section 8.5.1 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

8.5.1 Electrician: Amount Charged OVER the Prevailing Wage Rate: ____/Hr.

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

% markup over "Contractor actual cost"%.

Note #1: Cost includes bidders FICA, workmen compensation, social security, unemployment insurance, all overhead plus profit per hour and to include all travel costs,

Note #2: If prevailing wage increases before the Contract is awarded the Contractor must charge the most current rate.

Note #3: Actual cost is defined as a direct cost of an item, not estimated cost or standard cost. Proof of purchase for parts must be submitted with vendor's invoice for payment.

Note #4: Proof of subcontractor/professional services costs must be submitted with vendor's invoice for payment.

Note #5: If prevailing wage increases before the Contract is awarded, the Contractor must charge the most current rate.

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____

E-mail Address: _____

Signature: _____ Date Signed: _____

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

- Completed RFP Cover Sheet
- Ownership Disclosure Form-attached
- Public Works Contractor Registration. To complete the registration processes for Public Works Contractor Registration please visit:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html or contact New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464.
- Signed Terms and Conditions – attached

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

- Certificate of Employee Information Report
http://www.umdny.edu/purchweb/words_download/Form%20AA%20_302%20.pdf
http://www.umdny.edu/purchweb/words_download/AA302_instructions.pdf
- Manufacturer Certifications
- Business Registration Certificate (BRC)- The bidder **must** be registered before opening date - <http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
http://www.umdny.edu/purchweb/vendors/vendor_06_E0134.htm
- Certificate of Liability Insurance
- MacBride Principle Certification – attached
- W-9 Form – <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

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

Name	Home Address	Date of Birth	Office Held	Ownership Interest

COMPLETE ALL QUESTIONS BELOW

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

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

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

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

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

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

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

Date: _____ Signature _____

_____ Name _____

_____ Title _____

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

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

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

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

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

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

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

ATTACHMENT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

STANDARD TERMS AND CONDITIONS

EXHIBIT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY **STANDARD TERMS AND CONDITIONS**

Section A: Terms and Conditions Governing All Contracts

1.0 REFERENCE TO LAWS

The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

1.1 Compliance – Laws

The Contractor must comply with all local, state, and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.2 Compliance – State Laws

It is agreed and understood that any orders placed shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

This contract is subject to the New Jersey Contractual Liability Act N.J.S.A. 59:13-1, et seq. and the New Jersey Tort Claims Act N.J.S.A. 59: 1-1, et seq.

1.3 Compliance – Codes

The Contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The Contractor will be responsible for securing and paying all necessary permits, where applicable.

1.4 Compliance Obligations

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

Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdny.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses: http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf; http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf; and, http://www.umdny.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf.

Each party shall ensure that its individuals providing service under the agreement who meet the definition of "Covered Persons" (as such term is defined in the "Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and the University of Medicine and Dentistry of New Jersey" available at <http://www.umdj.edu/presweb/president/UMDNJ-CIA.pdf>) shall comply with UMDNJ's Compliance Program, including the training related to the Anti-Kickback Statute and the Stark Law.

1.5 Anti-Discrimination

The Contractor or Subcontractor agrees to comply with the laws and regulations pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. S200e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. S621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. S12101 et seq., and all other laws guaranteeing equal employment.

1.6 The Worker and Community Right to Know Act

The provisions of N.J.S.A. 34:5A-1 et seq. which requires the labeling of all containers of hazardous substances is applicable to this contract. Therefore, all goods offered for purchase to UMDNJ must be labeled by the Contractor in compliance with the provisions of the Act.

1.7 Notice to All State Vendors of Set-Off for State Tax

Please be advised that pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction project to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq.) to the taxpayer shall be stayed.

1.8 Corporate Authority

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

1.9 Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of UMDNJ through the Department of Purchasing Services, except those contracts which are not within the contemplation of the Act. The contractor guarantees that neither it nor any subcontractors it might employ to perform work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act.

1.10 Ownership Disclosure

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

1.11 Merger provision for future/amended contracts

Vendor acknowledges that the “New Jersey Medical and Health Sciences Education Restructuring Act” (P.L. 2012, c. 45, hereinafter, the “Act”) will, if implemented as currently enumerated on July 1, 2013, change the structure of the University of Medicine and Dentistry of New Jersey (“UMDNJ”). The Act specifies that all of the schools, institutes, and centers of UMDNJ (each, a “Unit”) – other than the School of Osteopathic Medicine (“SOM”), and University Hospital in Newark (“UH”) – will be transferred to and become part of Rutgers, The State University of New Jersey (“Rutgers”) as of July 1, 2013. The School of Osteopathic Medicine will be transferred to and become part of Rowan University (“Rowan”). University Hospital will be separately incorporated. Rutgers, Rowan and University Hospital are defined as “Successor Organizations”. Accordingly, and notwithstanding any other provision of this contract and RFP to the contrary, if the scope of work to be carried out by Vendor under this contract relates to all of UMDNJ or to more than one Unit of UMDNJ, such scope of work and contract for the scope of work for each Unit will be assigned, as of and after the dissolution of UMDNJ on or around July 1, 2013 and assuming the Act is implemented, to the Successor Organizations of those Units of UMDNJ. Any language in this contract that expressly relates to UMDNJ as a whole, or infers that the contract relates to services for UMDNJ as a whole, will as of the dissolution of UMDNJ, be deemed to mean those Units being transferred to Rutgers, Rowan or University Hospital, as applicable. Vendor acknowledges that upon the dissolution of UMDNJ this contract may be bifurcated or trifurcated among Rutgers, Rowan, and/or University Hospital (as applicable) and that the applicable Successor Organizations will each have a separate contract with Vendor as a result. UMDNJ and/or Rutgers, Rowan, or University Hospital will provide the appropriate contact information to whom Vendor shall send all notices and inquires under this contract after the dissolution of UMDNJ. In the event neither Rutgers, Rowan, University Hospital nor UMDNJ provides any such contact information, Vendor is directed to use the existing contact information. Neither Rowan, Rutgers nor University Hospital will be responsible for payment of the services provided by Vendor to the Successor Organizations.

In the event the scope of Vendor’s services under this contract relates to Units of UMDNJ that are being transferred to Rutgers, and also to Units of UMDNJ that are not being transferred to Rutgers, the contract will survive, as described above, but each Successor Organization reserves

the right to reestablish the price that will be paid to Vendor on account of performing this contract. Vendor expressly acknowledges and agrees that the scope of work under this contract may be reduced because certain, existing UMDNJ Units may no longer be covered by this contract after the dissolution of UMDNJ. The price paid by each Successor Organization will be reduced in relative proportion to the decrease in services, if any, and Vendor expressly accepts this provision and acknowledges the possibility of a price reduction on account of the merger specified by the Act.

Vendor further expressly acknowledges and accepts that after the dissolution of UMDNJ, nothing in this contract will relate to units of the Successor Organizations that are not, on the effective date of this contract, currently Units of UMDNJ. In other words, the merger contemplated by the Act will not *increase* the scope of Vendor's services under this contract – unless a Successor Organization and Vendor expressly amend this contract (by mutually acceptable amendment signed by both parties) to expand the Vendor's scope of services.

2.0 PRECEDENCE OF STANDARD TERMS AND CONDITIONS

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

3.0 INDEPENDENT STATUS OF CONTRACTOR

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

3.1 Subcontracting or Assignment

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

3.2 Mergers and Acquisitions

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

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

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

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

4.0 LIABILITIES

4.1 Liability – Copyright

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

4.2 Indemnification

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

4.3 Insurance

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

In order to prevent any unnecessary delay, bidders may submit evidence of required insurance with their bid.

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;
- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;
- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.
- All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.
- UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.**
- **Liability Insurance MUST remain in effect for the duration of the Contract, including any extensions, and for ninety (90) days following termination of all work.**

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

5.0 CONTRACT TERMS

5.1 Termination of Contract

5.1.1 Change of Circumstances

Where circumstances and/or the needs of UMDNJ significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Vice President of Supply Chain Management may terminate a contract entered into as a result of the solicitation document, upon no less than 30 day's notice to the Contractor with an opportunity to respond.

In the event of such termination, the Contractor shall furnish to UMDNJ, free of charge, such reports as may be required.

5.1.2 For Cause

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

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

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

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

5.2 Warranty of Title

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

5.3 Title and Risk of Loss

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

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

5.4 Increased or Decreased Quantity

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

5.5 Tax Exempt Status

UMDNJ is tax exempt. N.J.S.A. 54:32b-1, et. seq., exempts the material listed in this solicitation document from New Jersey State Sales or Use Taxes.

5.6 Payment Terms

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

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

5.6.1 Availability of Funds

UMDNJ's obligation to pay the Contractor is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability in the part of UMDNJ for payment of any money shall arise unless funds are made available each fiscal year to UMDNJ by the State Legislature.

5.7 Discounts

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

5.8 Performance Security

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

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

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

5.9 Performance Guarantee of Contractor

The Contractor hereby certifies that:

5.9.1 The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

5.9.2 All equipment supplied to UMDNJ and operated by electrical current is UL listed where applicable.

5.9.3 All new machines are to be guaranteed as fully operational for the period stated in the solicitation document from time of written acceptance by UMDNJ. The Contractor will render prompt service without charge, regardless of geographic location.

5.9.4 Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

5.9.5 Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a forty-eight (48) hour period or within the time accepted as industry practice.

5.9.6 During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

5.9.7 All services rendered to UMDNJ shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by UMDNJ is rendered.

5.10 Delivery Guarantees

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

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

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

Mere acceptance of delivery shall not constitute acceptance on behalf of UMDNJ.

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

5.11 Maintenance of Records

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

5.12 Auditing

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

5.13 Contractor Reporting

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

5.14 Computation of Time

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

5.15 Warranty of Supplies

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

_ (a) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and,

_ (b) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

5.15.2 Upon written notice of any breach of warranty, UMDNJ may either:

_ (a) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract; or

_ (b) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment.

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

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

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

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

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

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

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

5.16 Material and Workmanship

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

5.17 Inspection and Tests

All supplies shall be subject to inspection and test by UMDNJ.

5.18 Price Fluctuation During Contract

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

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

5.19 Delivery Costs

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

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

6.0 STANDARDS PROHIBITING CONFLICTS OF INTEREST

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fees commission, compensation, gift, gratuity, or other thing of value of any kind to any UMDNJ officer or employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such UMDNJ 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. 52:130-13g.

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

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

No bidder or contractor shall influence, or attempt to influence or cause to be influenced, any UMDNJ 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.

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

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

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

Section B: Terms and Conditions Governing Bids and Proposals

1.0 APPLICABILITY OF STANDARD TERMS AND CONDITIONS

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

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

2.1 Corporate Authority

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

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

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

3.0 PROPOSALS TERMS

3.1 Contract Amount

The estimated amount of the contract(s), when stated in the solicitation document, shall not be construed as either the maximum or minimum amount which UMDNJ shall be obliged to order as the result of this solicitation document or any contract entered into as a result of this solicitation document.

3.2 Director of Purchasing Service's Right of Final Bid Acceptance

The contract shall be awarded to that responsible bidder whose bid, conforming to the solicitation document, will be most advantageous to UMDNJ, price and other factors considered. Awards will not be based on any discounts offered by the bidder. The Director of Purchasing Services reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of UMDNJ to do so.

3.3 Causes for Automatic Rejection of Bids

Bids may be automatically rejected for the following reasons:

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

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

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

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

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

3.3.6 Failure to comply with Ownership Disclosure requirements promulgated pursuant to N.J.S.A. 52:2524.2.

3.4 UMDNJ's Right to Inspect Bidder's Facilities UMDNJ reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

3.5 UMDNJ's Right to Request Further Information

The Director of Purchasing Services reserves the right to request all information which may assist in making a contract award, including factors necessary to evaluate the bidder's financial ability.

Further, the Director of Purchasing Services reserves the right to request a bidder to explain in detail how the bid price was determined. Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) requires that providers include in contracts for services a provision allowing the Federal Government to have access to all documents and records that are needed to verify the Contractor's cost, if the value of the contract over 12 months is at least \$10,000.

3.6 Brand Name Specification

When a specification requires a particular manufacturer or brand, it indicates the quality and characteristics of the item being specified. Failure on the part of the bidder to confirm its provision of the manufacturer and/or brand specified shall be construed by UMDNJ to mean that the bidder will furnish the brand as specified. In instances where manufacturer or brand are specified, the bidder may offer the brand specified, or may offer an "equal" item, provided that the item is similar to the specified brand in all essential characteristics in terms of quality and functionality.

3.7 Samples UMDNJ reserves the right to require the bidder/Contractor to submit samples for approval. UMDNJ shall be the sole judge as to whether said materials meet its requirements. All literature and/or samples submitted in connection with this bid shall become the property of UMDNJ.

When "Samples Required" is indicated in a solicitation document, it shall be understood that all bidders shall furnish and deliver samples for each item where specified.

Sample(s) shall be delivered to UMDNJ at the time of bid submission.

Sample(s) delivered shall be tagged indicating the name of the bidder, the UMDNJ bid number, bid item number and complete description of item.

Failure to submit samples required may disqualify a bid.

3.8 Corrections

Erasures or other changes in bids must be explained or otherwise noted over signature of bidder.

3.9 Bid Security

3.9.1 Bid Security

If bid security is required, such security must be submitted with the bid in the amount listed in the solicitation document, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

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

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

- (a) Issue an award notice for those offers accepted by UMDNJ; and,
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from Contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the Contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the Contractor may be found in default and the contract terminated by UMDNJ. In case of default, UMDNJ reserves all rights, inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the Contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

3.10 Complaints

Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant these Standard Terms and Conditions, a bidder may be bypassed for this award. See N.J.A.C. 17:12 –2.8.

3.11 Subcontracting or Assignment

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and UMDNJ.

4.0 TERMS RELATING TO PRICE QUOTATION

4.1 Delivery Costs

Unless otherwise noted in the solicitation document, all prices for items in bid proposals are to be submitted “F.O.B. Destination.” Proposals submitted other than “F.O.B. Destination” may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to UMDNJ.

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

4.2 C.O.D. Terms

C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

Name of Firm: _____

Accepted by: _____

Name and Title: _____

Date: _____