

REQUEST FOR PROPOSAL (RFP)

**TITLE: Provide Medical Ambulance/Evacuation
Mass Casualty Buses for the University
Of Medicine and Dentistry of New Jersey**

RFP NUMBER: P10-060

DATE ISSUED: April 30, 2010

DUE DATE: May 27, 2010

TIME: 2:00 P.M.

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

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

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

**BIDDER'S NAME
AND ADDRESS**

**SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL**

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter a contract to obtain proposals from various ambulance body manufacturers for the Medical Ambulance/Evacuation/Mass Casualty Bus based upon the attached specification.

1.1.2 Intent

The intent is to purchase between **seven (7) to ten (10) medical ambulance/evacuation/mass casualty buses** over the course of this contract with an option to purchase additional units as necessary. This number is only an estimate and is not a guarantee of an exact quantity. The contract shall be awarded to one (1) Contractor for a period of one (1) year, with the option for two (2) additional one-year extensions. All bidders' submissions shall be carefully reviewed and the final award shall reflect a finished product that best suits the needs of UMDNJ.

1.2 Background

UMDNJ is the nation's largest freestanding public health sciences university. It includes eight schools on five (5) campuses and a network of more than 200 affiliates throughout the state. It is a statewide system of health sciences education, biomedical research and healthcare delivery. UMDNJ was founded in 1970 to consolidate New Jersey's health professions education and during the last two decades, it has become the core of the state's healthcare delivery system.

The University Hospital Department of Emergency Medical Services responds to medical emergencies in the Cities of Newark and Camden and to major incidents throughout the State of New Jersey. The department has multiple certified EMT and Paramedic specialists with expertise in rescue, hazmat, weapons of mass destruction and other large-scale mass casualty incidents. University Hospital's EMS Rescue provides rescue-related services in and around the City of Newark with rescue specialists that have expertise in auto extrication, high angle rescue, confined space rescue, trench rescue, water Rescue and HazMat.

The University Hospital Department of Emergency Medical Services is the anchor agency for the New Jersey Emergency Medical Services Task Force. Funding for this procurement has been provided by the New Jersey Office of Homeland Security through the Urban Areas Security Initiative and State Homeland Security Grant program. UMDNJ has a Memorandum of Understanding with the NJ State Office of Homeland Security to procure medical goods and services on behalf of the region and State in accordance with the approved spending plan annex.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN: Dennis Fountain
Buyer's Phone Number: 732-235-9036
Buyer's Fax Number: 732-235-905

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2 Mandatory Pre-Bid Conference

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

DATE: MAY 12, 2010

TIME: 10:00 A.M.

LOCATION: THE EMERGENCY MEDICAL SERVICES (EMS) COMPLEX CONFERENCE ROOM LOCATED AT 150 CABINET STREET, ON THE NEWARK CAMPUS OF THE UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY (UMDNJ).

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-bid Conference.

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

Bidders requiring directions to the Site Inspection should contact the following individual:

NAME: John Grembowiec

PHONE NUMBER: 973-972-6442

Bidders should contact this representative ONLY to obtain directions to the site.

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

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 have be solely responsible for defending its designation and UMDNJ shall have no responsibility therefore.

1.4.7 Price Alterations

Bid prices must be typed or written in ink. Any price changes (including "white-outs") must be initialed. Failure to initial price changes may preclude 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 Small Business Subcontractor Utilization Plan

Not applicable under this Contract.

1.4.10 Bid Bond

Not applicable under this Contract.

1.4.11 HIPAA Compliance

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

1.4.12 Business Registration Notice

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

1.4.12.1 Definitions

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

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

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

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

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

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

1.4.12.2 Requirements Regarding Business Registration Form

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the 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.

1.4.13 Deficit Reduction Act

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

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

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

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

2.0 DEFINITIONS

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.

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

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

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

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

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

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

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

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

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

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

2.1 MEDICAL AMBULANCE/EVCUATION MASS CASUALITY BUS SPECIFIC DEFINITIONS

“ABS”-antilock braking system.

“Axles”- *Machinery*. pin, bar, shaft, or the like, on which or by means of which a wheel or pair of wheels rotates.

“Chassis”- the frame, wheels, and machinery of a motor vehicle, on which the body is supported.

“Gear Ratio”- the ratio of the rotational speeds of the first and final gears in a train of gears or of any two meshing gears.

“GVW”- gross vehicle weight; gross vehicular weight.

“Module”- a separable component, frequently one that is interchangeable with others, for assembly into units of differing size, complexity, or function.

“NFPA”- National Flight Paramedics Association

“Volt”-The International System unit of electric potential and electromotive force.

3.0 SCOPE OF WORK

Medical Ambulance/Evacuation/Mass Casualty Bus with custom manufactured interior as specified. Twenty (20) stretchered patients with individual metered oxygen supply for each patient, dual large oxygen storage system, generator on slide out tray, attendant seating, stainless steel storage compartments, nurse's station, and loading ramp and ramp storage assembly.

The University's goal is to have the completed vehicle reflect a vehicle that is built to the highest standards with a maximum of safety, longevity, and durability in mind. The overall construction of the completed vehicle must show good workmanship, accomplished in a manner that is acceptable in the ambulance manufacturing industry.

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 7.4.

If an approved equal is used for any requirement, the bidder must list the section of the RFP and must describe the item that is the approved equal. This information must be completed in section 7.4 of this RFP.

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 VEHICLE DIMENSIONS

3.1.1 THE WIDTH

The interior width of the Medical Ambulance/Evacuation/Mass Casualty Bus must be 90".

3.1.2 The exterior width of the Medical Ambulance/Evacuation/Mass Casualty Bus must be 94.6".

3.1.3 THE HEIGHT

The interior height of the Medical Ambulance/Evacuation/Mass Casualty Bus must 78".

3.1.4. The exterior height of the Medical Ambulance/Evacuation/Mass Casualty Bus must 11'.

3.1.5 THE LENGTH

The exterior length of the Medical Ambulance/Evacuation/Mass Casualty Bus must 39' 09".

3.1.6 THE WHEELBASE

The wheelbase on the Medical Ambulance/Evacuation/Mass Casualty Bus must be 234”.

3.1.7 THE APPROACH ANGLE

The approach angle of the Medical Ambulance/Evacuation/Mass Casualty Bus must be 10 degrees.

3.1.8. THE DEPARTURE ANGLE

The departure angle must be 8 degrees.

3.1.9 THE BREAK-OVER ANGLE

The break-over angle on the Medical Ambulance/Evacuation/Mass Casualty Bus must be 8 degrees.

3.1.10 THE TURNING RADIUS

The turning radius of the Medical Ambulance/Evacuation/Mass Casualty Bus must be curb 33’08” wall 38’08”.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.1 _____ Y_____N

3.2 CHASSIS SPECIFICATIONS

3.2.1 CHASSIS TYPE

Must be heavy duty front engine Transit Chassis

3.2.2 AIR CLEANER

Air cleaner shall be mounted outside the passenger compartment with proper ducting to provide adequate engine aspiration. Location of the air intake must be above the radiator for cleanest possible air. The air cleaner must be readily accessible for servicing. The air cleaner must include an air restriction indicator.

3.2.3 ALTERNATOR

Must be 12 volt/320 amp at a minimum and provide at a minimum at least 50% of the rated charge at engine idle.

3.2.4 AXLES

3.2.4.1 Front: must be 13,200 lb capacity. I-Beam type with Needle Bearing-King pin size 1.92" diameter with sealed bushing and tapered roller thrust bearings. Turning angle must be minimum 45° to allow maximum maneuverability.

3.2.4.2 Rear: Must be Heavy Duty. 23,000 lbs. Capacity single reduction, spiral bevel gearing. Gear Ratio must be so that vehicle can maintain a road speed of 75 MPH.

3.2.4.3 GVWR of the Front and Rear axles must be large enough to properly handle the weight requirements of a 20 stretcher passengers in the Medical Ambulance/Evacuation Bus application.

3.2.5 BATTERIES Must be Triple GRP 31 at a minimum with top mounted threaded studs. There must be a Minimum of 760 cold cranking amps per battery at 0 degree.

3.2.5.1 A master battery cut-off switch must be provided within easy reach of the Driver.

3.2.5.2 Battery box must be located left front wheel.

3.2.5.3 Exterior door must have a security lock keyed the same as the fuel door lock.

3.2.5.4 Battery box must have single battery for generator.

3.2.6 BRAKES

3.2.6.1 System designed must meet all requirements of FMVSS-121 in effect at time of manufacture.

3.2.6.2 Antilock Brakes:

Must be 4-channel ABS with indicator light on dash. The Front wheel speeds must be sensed individually and the wheel approaching lock up to minimize steering input governs front brake application pressure modulator. Rear wheel speeds must be sensed individually and rear brake application pressure modulation is governed by individual wheel speeds to maximize braking effort. The system shall be activated by the ignition switch and actuated by brake application. Every time the ignition switch is turned on the system must run an automatic function check.

3.2.6.3 Air Brakes:

The front chamber shall be 24 sq in. The rear chamber shall be 30 sq. in. □S-cam type. The vehicle must be equipped with automatic slack adjusters. The brake size front shall be 16 ½"x 6" minimum. The brake size rear shall be 16 ½" x 8. The parking brake shall be 30 sq.in. The spring type must be combination rear service and parking brake. The spring type must be activated by a dash mounted control valve. The vehicle must have at a minimum, three air reservoirs with automatic air drain on the wet tank. Total reservoir capacity shall be a minimum of 4500 cu.in. All airlines must be color coded for ease of identification and service. The airlines shall be made of nylon or approved equal to withstand vibration. The system must include dual air pressure gauge and alarm system which will automatically activate when air pressure reaches 60 psi or less. Air Dryer shall be Bendix AD- 9 with heater or approved equal.

3.2.7 COOLING SYSTEM

3.2.7.1 The system must be heavy-duty stacked configuration radiator with a minimum capacity of approximately 50 quarts.

3.2.7.2 For optimum airflow through the radiator must include an integral deaeration top tank to provide complete coolant deaeration. Radiator and charge air cooler must be hinged for ease of service. Sight glass must be installed and clearly visible through the front grille. Cooling fan shall be 9 blades electronically and thermostat controlled.

3.2.8 CRUISE CONTROL

Vehicle must have cruise control.

3.2.9 DRIVE LINE

The drive line must be heavy-duty with safety guard to prevent shaft from whipping through the floor or dropping to the ground in the event of failure.

3.2.10 ENGINE REQUIREMENTS

3.2.10.1 The engine must be Cummins ISB 260 hp with 620 lb-ft torque at 1400 RPM or approved equal.

3.2.10.2 The engine must be certified and meet 2010 US EPA Emission

3.2.10.3 The Engine/Transmission/Axle Ratio must be rated to allow a road speed of 75 MPH.

3.2.11 ENGINE COMPARTMENT

3.2.11.1 The engine compartment must be a durable, lightweight fiberglass interior engine cover. There must be a separate access door located in the cover for access to all engine fluid fill and checks without opening the engine cover. The engine cover shall not exceed 11" from the body floor at the rear and shall not extend more than 36" from the dash. The engine cover shall provide a highly effective seal with Thermal and acoustic insulation. The top of the engine cover shall include a diamond plate or equal metal step tread for durability.

3.2.12 EXHAUST SYSTEM ATD (After Treatment Device)

3.2.12.1 Must be insulated with mitigator 409 stainless steel or thermal wrapped from turbo to ATD.

3.2.13 FRAME

Minimum frame size shall be 10" x 3" x 1/4". The Yield strength shall be a minimum of 50,000

psi. The frame shall be assembled using grade 8 bolts. The frame rails shall be full size and must be 1 piece from front to rear. Cross-members must be a full 8" high, stamped steel. RBM must be at a minimum 748,000 in. lbs.

3.2.14 FUEL TANK

the fuel tank must be 100-gallon capacity minimum, and must meet all requirements of FMVSS-301. The tank must be located between the frame rails and immediately aft of the rear axle. The bus floor must include an access plate for servicing the sending unit of the fuel tank. An outside fuel filler door must be provided. The fuel tank must be protected with a heavy duty cage

3.2.15 INSTRUMENT PANEL__must have the following:

- A. Speedometer/7digit odometer with tenths on trip meter
- B. Tachometer/Hour meter
- C. Oil pressure gauge
- D. Water temperature gauge
- E. Fuel gauge
- F. Voltmeter
- G. Dual air pressure gauge
- H. Combination directional signal/headlight dimmer switch on steering column.
- I. Warning lights and buzzers for oil pressure, water temperature, and air pressure
- J. Hazard warning switch on steering column
- K. Ammeter
- L. Key type starter and engine stop switch

3.2.16 RUSTPROOFING

All chassis framing, fasteners, and suspension system must be painted with a rust inhibiting paint after assembly and before body mounting.

3.2.17 SHOCK ABSORBERS

The vehicles must have heavy duty direct acting double action piston type with 2 front and 2 rear.

3.2.18 SPRINGS/SUSPENSIONS

3.2.18.1 **Front:** Must be heavy-duty taper leaf type (parabolic leaf), rated at a minimum of 6,600 lbs each side front. The springs must be mounted inboard to provide at least 45 degree turn angle.

3.2.18.2 **Rear:** Must have heavy-duty Air-Ride suspension. The two air springs shall have two parabolic trailer arms with rubber bushings for lubrication free maintenance. Suspension capacity shall be 23,000 GVW at a minimum. The Rear Air suspension must be equipped with a

rear dump valve for the purpose of kneeling the rear of the bus upon loading and unloading of stretcher patients.

3.2.19 STEERING

The steering must be Integral full power Ross TAS-65 20.42:1 ratio or approved equal with tilt and telescoping 18" 2 spoke padded steering wheel.

3.2.20 TIRES

Must be single front and dual rear. Goodyear or Michelin or approved equal 11R x 22.5 - 14 ply tires.

3.2.21 TRANSMISSION

Allison PTS3000 or equal Transmission.

3.2.22 WHEELS

The wheels must be steel disc type 8.25 x 22.5 10 hole hub piloted wheels. 1-piece size to fit tire selected. Front and rear wheels must have stainless steel wheel covers.

3.2.23 WIRING

All wiring must be color coded and numbered. Wiring harness must be enclosed in protective convoluted conduit. Wiring shall be protected by a manual resetting circuit breaker.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.2 ____ Y____N

3.3 BODY SPECIFICATIONS

3.3.1 AIR HORN the air horn must be dual trumpet roof mounted.

3.3.2 BACKING ALARM

A backing alarm must be provided that sounds whenever the vehicle is in reverse. 112DB minimum.

3.3.3 BACKING CAMERA ALARM

Backing camera must have a 6" color LCD monitor with sound.

3.3.4 BATTERY MOUNTING

3.3.4.1 The vehicles must have two skirt mounted battery boxes.

The size shall be 13" High x 25 1/2" Wide x 15 1/2 " Deep. The boxes must be on steel roller (ball bearing type) slides and slide out tray.

3.3.5 BUMPER

3.3.5.1 **Front:** Shall be chrome and shall be a minimum of 9 x 12" high after forming with a minimum section modulus of .5369 square inches for added strength.

3.3.5.2 **Rear:** Shall be one-piece 3/16" steel 9 x 12" high. The rear bumper shall extend off of the back of the bus 10" for ease of loading and unloading stretcher patients. Top of the bumper shall have a welded 1/8" thick diamond plate step.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.3 _____ Y_____N

3.4 CONSTRUCTION

3.4.1 The bus body must be constructed of prime commercial quality 20 gauge steel. The bus body must be constructed to meet or exceed all local, State and Federal requirements in effect at the time of manufacture. The internal skeletal structure must be welded.

3.4.2 **Roof Bows:** The roof bow frame assembly must consist of 14 gauge hat section bows extending from the bottom of floor line on one side to the other. Bow frames must be continuous, one-piece, 14 gauge rolled channel hat sections 1 ½ " deep, mounted on 27" centers to provide a roll bar type protection.

3.4.3 **Floor:** The floor must be constructed of 14 gauge "C" channels forming an "I" beam cross member every 9". These "I" beam cross members shall be equal to a 9-gauge thickness at the floor sill and shall extend the full width of the flat floor area and shall be designed so as not to trap moisture. All floor cross members must be welded to 16 gauge rail, which extend the entire length of the body floor on each side. This floor bumper must also serve as the interior seat rail, to be used for mounting seats. This floor bumper must be welded at each point of intersection with the body bows.

3.4.5 **COLOR** Must be solid color exterior polyurethane white paint

3.4.6 **DEFROSTERS** must be sufficient in capacity to keep windshield clear of fog, snow, and ice. Unit must have full-length windshield defroster channel for supplying hot air to windshield.

3.4.7 DOOR ENTRANCE

3.4.7.1 **Front** – must be outward opening sedan type door upper and lower clear view glass, with key lock.

3.4.7.2 **Rear** loading door must be of sufficient size to accommodate stretcher patients to be carried through and into the bus. Minimum Dimensions shall be approximately 36"W x 71"H. Door must be split upper type with pneumatic shocks to hold top portion of door in the open position for loading of patients. Door must have a locking mechanism that locks the door in the closed position or open position to prevent the door from closing while vehicle is being loaded or unloaded. Glass in rear loading door must have privacy tinting to allow light in and to limit viewing of the inside of the bus from the outside.

3.4.8 DRIP MOLDING must be threaded through bows the entire length of vehicle to form a roll cage.

3.4.9 ELECTRICAL

3.4.9.1 Access- Main body wiring harness must be fully accessible thru removable raceways, removable shelves and access panels on driver's side of vehicle.

3.4.9.2 Wiring harness must be protected by manual reset circuit breakers.

3.4.9.3 Wiring must be color coded and numbered and flame retardant.

3.4.9.4 The main vehicle electrical junction box must be located below the driver's window and accessible from the exterior thru a hinged door with locking exterior release. A Wiring diagram must be attached to back side of electrical access door.

3.4.10 FLOOR CONSTRUCTION

3.4.10.1 Floor must be constructed of 14-gauge galvanized steel C channels forming an I-beam cross-member every 9" equal to 10-gauge thickness and must extend full length of body. Cross members must also extend the full width of body except at the wheelhouse area. All floor cross-members must be welded to a 14 gauge steel floor channel bumper extending completely around the outside edge of floor construction. This bumper must also be welded at each point of intersection with body bows. There must be a marine grade plywood sub-floor of a nominal 5/8". Altro "Chroma" 2.7mil series floor covering. Color shall be Mineral TFCR 2730 or approved equal.

3.4.11 FUEL TANK OPENING

3.4.11.1 **Exterior:** The exterior fuel fill opening must be covered with a hinged metal door, which contains a positive latch. **Interior:** the interior fuel tank opening must contain an access plate in the floor located above the fuel tank for servicing fuel tank sender and connections.

3.4.12 GENERATOR COMPARTMENT

3.4.12.1 Generator compartment must be located in front of rear wheels on driver's side. Compartment must be lighted with LED lighting and be large enough for a 20kw generator and insulation. Generator compartment must have exterior door that when opened, will maintain open position with pneumatic springs or by chaining door open.

3.4.13 HEATER AND DEFROSTER

3.4.13.1 Front heater/defroster must be of the copper coil design type with aluminum fins. Heater must be easily serviceable, with cleanable air filters. The front heater must have a minimum

rating of 90,000 BTU's with ducting for driver's heat. The heater ratings must be based on testing as outlined by SBMI. The heater fans must blow air toward the front and rear.

3.4.13.1 Additional floor mounted baseboard heaters with thermostats shall be positioned in the vehicle to provide additional heat if needed. Heater cutoff valves for driver heater/defroster shall be located in the engine compartment.

3.4.14 INSULATION

3.4.14.1 Ceiling, sides, and rear panels must be insulated with a minimum 1 ½ " thick blanket-type fiberglass insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation must be fire-resistant type approved by Underwriters Laboratories, Inc. A 1/2" sound absorbing foam rubber padding with black vinyl pebble grain surface must be installed on the toe board/firewall area to reduce noise and heat in the driver's area.

3.4.15 LIGHTING listed below must

3.4.15.1 Lights/Exterior: Headlights – must be dual seal beam (Halogen). Head lights shall have wig wag switch capability.

- A) Front Directional- (2) In Headlight Assembly
- B) Side Directional- (2) LED amber
- C) Cluster Lights- (3) amber LED front
(3) Red LED rear
- D) Marker Lights- (2) front LED corners
(2) rear LED corners
(2) amid ship LED roof
- E) Rear Directional- (2) 6" Oval LED Amber
- F) Stop/Tail- (2) 6" Oval LED Red
(2) 4" Round LED Red
- G) Back-Up- (2) 6" oval LED white.

3.4.15.2 All lights must comply with FMVSS 108. All exterior emergency lighting must comply with NFPA 1901 standards.

3.4.16 MIRRORS

3.4.16.1 **Interior-** must be 6" x 30" safety glass with rubber edges

3.4.16.2 **Exterior-** must be heated remote control transit mirrors.

3.4.16.3 **Mirror heads** must be made of ABS plastic or approved equal. Flat mirror size shall be 7" x 9.75". Convex or approved equal mirror size shall be 6" x 3.75". Total head size shall be 8" x 15". Mounting arms and bases must be cast aluminum, painted black. Both upper flat and lower Convex or approved equal mirrors must be controlled independently.

3.4.17 MOUNTING

3.4.17.1 Bus body must be mounted to chassis frame in such a manner as to prevent shifting. Body and lock must have tab mounting bracket. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.

3.4.18 MUD FLAPS must have rubber mud flaps front and rear.

3.4.18.1 MUD GUARDS must be reinforced steel mud guards front and rear of all wheels from floor to bottom of skirt.

3.4.19 PANELING

3.4.19.1 **Exterior Roof**

The roof panels must be double, 20 gauge zinc-coated steel, riveted to each body bow frame. The roof sheets must be pieced in (3) sections, (2) laterally, (1) lengthwise over seams. All roof sheets must be sealed to prevent leaks. Each bus shall be completely water tested for assurance of no leaks. Roof must be reinforced with (2) 16 gauge crash rails applied externally, riveted through roof panels and into roof bows to give extra strength in overhead area. Exterior panels must be primed both sides before assembly.

3.4.19.2 **Paneling: Exterior**

Exterior panels must be primed both sides before assembly for rust prevention. The exterior side panels must be at least 20-gauge sheet steel, riveted to both flanges of the roof bows.

3.4.20 REFLECTORS must have (3) on each side and (2) on rear.

3.4.21 ROOF ESCAPE HATCHES must have (2) two roof escape hatches. Hatches must be capable of opening fore or aft to allow air to enter or exit the vehicle.

3.4.22 RUB RAILS must have two aluminum rub rails with rubber inserts. One located below regular window line and the other located at the floor line.

3.4.23 RUBBER FENDERETTES must have (4) Installed at each wheelhouse opening.

3.4.24 SEAT

Driver seat must be deluxe air operated high back driver's seat with side armrest.

Driver seat belt must be integrated into the seat. Seat must move aft and fore, up and down. Seat shall also have air operated lower lumbar support.

3.4.25 SERVICE ACCESS The list below **must** be installed

3.4.25.1 **Openings:** Service Access Openings must be provided for access to the following components:

3.4.25.2 **Engine access** door for servicing, engine oil, transmission fluid and power steering fluid without removing the engine cover.

3.4.25.3 **Left and right front** hinged panels for access to wiper motors, heater filters, washer reservoir, and electrical components.

3.4.25.4 **Center front access** panel door - removable without tools to access the radiator.

3.4.26 SNOW CHAINS

Vehicle shall be equipped with On Spot automatic snow chains. The switch to operate the snow chains shall be within easy reach of the driver.

3.4.27 STEP WELL

Step well must consist of (3) steps covered with non-skid rubber treads Altro Flooring or approved equal.

3.4.28 STORAGE COMPARTMENTS

Exterior- must have (1) lighted storage compartments with door and lock 56" long minimum. Box shall be located on the driver's side behind rear axle.

3.4.29 SWITCH PANELS

Must be mounted to the left of the driver with switches for the electrical components. Rocker type switches must be supplied. The switches must provide illuminated lenses, international symbols and labeling for the appropriate functions. The switches must be rated at 20 amps at 12-volts DC. Control panel illumination must be controlled by the headlamp switch rheostat. Switches shall be angled at 45° for driver accessibility.

3.4.30 UNDERCOATING

Entire underbody of the bus, must be completely undercoated with asphalt emulsion water-based undercoating after body to chassis mounting for maximum rust proofing.

3.4.31 VISIBILITY

The design of this bus must be such that the seated driver shall be able to view the ground by direct visibility along a parallel line 9' forward of the front bumper the entire width of the bus. For the purpose of complying with this requirement, test must be conducted in accordance with SAE J-941 utilizing the dimensions of a 95th percentile adult male.

3.4.32 WINDOW

Driver's Area

3.4.32.1 Windshield must be 1 4-piece flat tinted glass set in rubber. Each front glass must be a minimum of 39" wide x 35" high. The windshield must be designed for maximum driver visibility in all directions. The windshield must be as low as possible to allow maximum downward view in front of vehicle. Total daylight opening of the windshield shall be 3,133 sq. in.

3.4.32.2 Windshield Washer

Washer reservoir to be one gallon capacity and accessible through interior access door located at the top of the step well. Electric operated with wiper arm spray reservoir (1) gallon capacity.

3.4.32.3 Windshield wipers

(2) Bottom mounted electrically operated with parallelogram type arms with variable speed and intermittent feature. Access to wiper motors to be provided through hinged exterior access panels.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.4 _____ Y_____N

3.5 CONVERSION PACKAGE

3.5.1 POWER OUTLET

(1) 12v plug in style outlets for 12v equipment power must be located within easy reach of the driver. 12v outlets must be installed for each patient (near patient's feet on wall), 12v outlets must be installed for medical equipment that will be used on the bus and 12v outlets must be installed near all attendant seats.

3.5.1.1 Additional 12v outlets must be provided for customer installation of communications system.

3.5.1.2 Outlets must be under dash near driver and behind nurse's station.

3.5.2 AIR BRAKE INLET

Must have (1) external quick connect air line fitting to allow external air line to be attached to bus while secured in parking bay to maintain air brake/air ride system pressure.

3.5.3 A/C HEATING SYSTEM

Must have (4) 13,500 BTU (each) roof mounted air conditioner/heating units with thermostats. 110 volt. Roof sections must be reinforced where units are mounted. Each climate control unit must be wired separately and protected with individual circuit breaker in the electrical control panel.

3.5.4 BATTERY CHARGER

Must provide 40 amp, exterior hookup battery charger. Charger must be designed to maintain vehicle's batteries at peak charge while vehicle is not being operated. Exterior battery charge readout monitor must be located near the battery charger exterior hookup location.

3.5.5 CARBON MONOXIDE ALARM

(2) carbon monoxide monitor alarms must be installed (1) at the rear of the bus and (1) at the front of the bus to warn of unsafe buildup of carbon monoxide in the bus cabin.

3.5.6 CEILING GRAB RAILS

Stainless steel ceiling grab rails must be located front to back on each side of the bus aisle.

3.5.7 CURTAIN

A non-light penetrating sliding curtain must be installed immediately behind the driver from floor to ceiling and from side to side to keep all light from reaching the driver's area during vehicle operation at night.

3.5.8 ELECTRICAL SYSTEM

Generator: Must be 120/240 volt rated system. A waterproof interior service panel junction box. Box must be a 125 Amp rated capacity with UL Listed resetting type circuit breakers. Each of the AC/Heat units must be protected with an individual circuit breaker. All of the A/C electrical system must be installed using EPM 12ga. 3 conductor (10\3) multi-stranded boat wire 600 volt UL approved. All wire must be color coded and grounded throughout the system. Ten (10) interior quad outlets must be provided. Locations shall be determined by interior layout.

3.5.8.1 ELECTIRCAL SHORELINE

A shoreline electrical connection must be provided on the exterior of the vehicle to allow connection to an existing power source such as a building or other generator such as a military generator to operate all on-board options. Feature must allow vehicle to remain connected to external power source for and unlimited amount of time. Vehicle owner shall be responsible for installation of 50 amp shoreline service connection and shoreline wiring cable. Manufacturer must supply connection fitting to vehicle shoreline plug.

3.5.9 EMERGENCY LIGHTING/FLASHLIGHT

Must install StreamLight Litebox rechargeable HIM – one million candlepower high intensity flashlight mounted at the nurse's station. A 12v outlet must be dedicated to this flashlight to maintain battery charge.

3.5.10 EXHAUST FAN

Must have interior (2) air exhaust fans in the interior floor area to exhaust interior air as exterior air is brought into the vehicle from air conditioning/heating units, through open doors/window or from roof escape hatch vents

3.5.11 FLOOR COVERING

Floor covering must be Altro Transflor Model TFCR2730 or approved equal Floor covering must be anti germ/virus properties.

3.5.12 GENERATOR

3.5.12.1 Must be Diesel powered 20 KW 175 watt Martin Diesel Generator or approved equal. Generator must be equipped with air bag shock isolators to decrease vibration. Fuel source must come from the main vehicle fuel tank. Generator must be mounted on a slide out tray for easy servicing. Dual locks must lock the generator in the stowed position when the tray is returned to normal operating position.

3.5.12.2 Generator compartment must have a sealed ball bearing slide out tray for easy access for servicing generator. Compartment must be insulated to reduce heat and noise transferred to interior of the vehicle. Generator exhaust must exit left side of the vehicle.

3.5.12.3 GENERATOR CONTROLS

Generator start, run, stop, preheat switch and hour meter must be located within easy reach of driver. Exterior generator service controls must be located in the generator compartment.

3.5.13 GRAPHICS

Lettering and graphics must be included.

3.5.14 INTRAVENOUS FLUID HANGERS

Must be equipped with (7) recessed ceiling mounted IV Hangers. IV hangers must be mounted at the head of each stretcher position.

3.5.15.1 LIGHTING

3.5.15.1.1 **Interior-** Must be equipped with (13) interior 12 volt LED dome lights, with driver's dome light with separate switch. Rheostat control for all interior lighting shall be located at the nurse's station.

3.5.15.1.1.2 **LED Ceiling Lights** – Must be Whelen model 86CE1 or approved equal ceiling mounted LED operational recessed lighting located in approximately every other ceiling panel location throughout bus and over nurse's station. Lighting must show exact patient skin tone.

3.5.15.1.1.3 **Exterior Underfloor Lights** – Must be waterproof underfloor exterior LED lights to illuminate the area around and under the vehicle.

3.5.15.1.1.4 **Scene Lights** – Must have (3) 12v Whelen Pioneer series or approved equal roof mounted scene lights, (1) on each side of vehicle and (1) on the rear of the vehicle. Turn on/off switches must be located in the front and the rear of the vehicle.

3.5.15.2. **Exterior: NFPA Emergency Lighting:**

3.5.15.2.1 Exterior NFPA Emergency Lighting package must meet State of New Jersey specifications.

3.5.15.2.2 **Zone A (front):** Upper – Must be (7) 900 series Whelen or approved equal LED Light heads – alternating from outside to outside Red – White – Red – White – Red – White – Red, all lights must have clear lens.

3.5.15.2.3 **Lower:** Must be equipped with (2) Whelen NFPA 1901 Compliant 60R02FRR 6”x4” 600 Series Red Super or approved equal LED light heads – grille mounted. Clear lens.
Lower Windshield –Must be Whelen Dominator Super or approved LED Light Bar located below windshield (red, Red, White, White, Red, Red). All lights must have clear lens and colored LEDs.

3.5.15.2.4 **Front corners** Must be equipped with (2) Whelen NFPA 1901 Compliant 60R02FRR 6”x4” 600 Series or approved equal Super LED light heads – Clear lens – (1) red LED and (1) clear LED.

3.5.15.2.5 **Zone B (right side)** Upper: Must be equipped with - (4) Whelen NFPA 1901 Compliant 90RR5FRR 9”x7” 900 Series Red Super LED or approved equal light heads.
Lower –Must be equipped with (4) Whelen NFPA 1901 Compliant 60R02FRR 6”x4” 600 Series Red Super LED light heads or approved equal.

3.5.15.2.6 **Zone C (rear):** Must be equipped with (4) Whelen NFPA 1901 Compliant 90RR5FRR 9”x7” 900 Series Red Super LED or approved equal light head. Must be equipped with (2) Whelen NFPA 1901 Compliant 90RR5FAR 9”x7” 900 Series Amber Super LED light head or approved equal. (1) Whelen PS00FRR or approved equal LED Light (Red) and (1) Whelen PS00FAR or approved equal LED Light (Amber) must be mounted on each side of the rear loading door just above bumper. All Lights must have Clear Lens.

3.5.15.2.7 Whelen 900 series or approved equal scene lights must be mounted on each side of the top of the rear loading door. Lights must have 12 degree down angle and must be controlled by a switch at the rear of the bus. Scene light shall illuminate when the vehicle is placed in reverse.

3.5.15.2.8 **Zone D (left side)** Upper – Must be equipped with (6) Whelen NFPA 1901 Compliant 90RR5FRR 9”x7” 900 Series Red Super LED light heads or approved equal. Lower - (5) Whelen NFPA 1901 Compliant 60R02FRR 6”x4” 600 Series Red Super LED light heads or approved equal.

3.5.16 NURSE'S STATION

3.5.16.1 (1) nurse's station must be 47"W x 36 2/4"T x 27.75"D with (6) six pull out drawers located in front of the vehicle on the driver's side.

3.5.16.1.2 OVERHEAD CABINETS

Must be equipped with overhead cabinets with Plexiglas sliding doors and must be located above the nurse's station.

3.5.17 OXYGEN SYSTEM

3.17.1 Oxygen system must be a split design, (two separate oxygen systems). Individual metered oxygen connections with quick disconnect fittings for **(20) twenty** patients must be provided. Oxygen tanks must be located in an area that gives unobstructed access for ease of maintenance and refill. Oxygen tanks must be mounted in sliding oxygen tank cradle assemblies that slides in/out for ease of maintenance or changing of the tanks. Oxygen system must have an oxygen monitoring system with master alarm, zone valve box. Oxygen system must be installed by NFPA 99/ASSE/ASSME Certified Personnel. There must be a minimum of (20) individual metered oxygen ports for patients. All patients must have an individual adjustable metered oxygen supply (.05 – 25.0). One additional oxygen wall connection must be mounted adjacent to each existing oxygen wall supply that feeds the individual metered oxygen ports for patients. This additional connection provides additional respiratory therapy to an individual patient without interrupting the oxygen flow to multiple patients. Emergency oxygen cutoff valve must be located within easy reach of attendants and driver. Oxygen monitoring system must be located on the main nurse's work station. Monitoring system must have a leak detection mode as well as an oxygen level monitoring display for each oxygen system.

3.5.17.2 OXYGEN EXTERNAL CONNECTION

Oxygen system must be capable of being connected to exterior oxygen source (liquid or other source) which will allow the MAB vehicle to remain on-site with continuous oxygen supply for an indefinite period of time.

3.5.18 RADIO AM/FM/CD

AM/FM/CD Radio with (2) speakers must be installed so controls are easily accessible to the driver.

3.5.19 RAMP ASSEMBLY

A storable loading and unloading ramp must be provided. Must provide two piece ramp with side hand rails will attach to the rear of the bus for loading or unloading of stretcher patients through the back door of the vehicle. The ramp must be adjustable so that loading or unloading of patients can be done at any angle from 45 up down to ground level. Ramp and ramp storage assembly must be constructed of heavy duty aluminum. Ramp must have a minimum weight rating of at least 1,500 pounds and shall be a minimum of 46" wide.

3.5.20 REFRIGERATOR

(1) 110v Refrigerator must be powered by either shore power or generator power. Refrigerator

must be located under the nurse's station countertop.

3.5.21 SAFETY EQUIPMENT

Must be equipped with (2) 5 lb fire extinguishers.

3.5.22 SEATS

3.5.22.1 **Attendants** Must be equipped with (5) Mid-High Back Flip Up Attendant Seats. All seats must have restraining belts for attendants.

3.5.22.2 **Driver Attendant:**

Must be deluxe high back seat with restraining belt.

3.5.22.3 **Rehab**

Must be equipped with (12) Wall mounted flip down seats (12 seated persons). When stretchers are removed and stored on opposite side of bus, seats can be folded down to allow additional seating. Seats shall have a securement device to hold seat in up position. Each seat shall have passenger restraining belt.

3.5.23 SIREN

Must be equipped with One (1) Whelen 295HFSA1 or approved equal hands free electronic siren with cab console mounted controls, two bumper mounted speakers and PA microphone.

3.5.24 SLIDING STRETCHER RECEIVER

Stretchers must be carried into the vehicle and set into the sliding stretcher assembly. The sliding stretcher assemblies are then slid and locked into place to prevent movement of stretchers. Locking pins must eliminate any horizontal movement of the patient stretcher tray assembly. The stretcher receiver assembly must have a vertical elimination bracket on each end of the assembly to prevent the stretcher from moving in a vertical movement after the stretcher has been stowed. Sliding Stretcher Assembly Part Number MAB-62550 or an approved equal..

3.5.25 STORAGE COMPARTMENTS

3.5.25.1 **Interior:** Must be equipped with Stainless steel medical storage compartments with pull out doors. Compartments shall be located under attendant seats where available. All compartments must be laminated wood covered with stainless steel cover.

3.5.25.2 **Large Medical Equipment storage box:**

Must be equipped with (1) three drawer medical equipment/supplies storage compartment 63"L x 28"H x 24"D located across the aisle from the nurse's station.

3.5.25.3 **Large Medical Storage Closet:**

Must be equipped with (1) Large medical storage closet located immediately behind the generator compartment and adjacent to the two (2) mid-section attendant seats on the driver's side. Compartment must have a locking device to secure the door

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION
3.5.25 _____ Y _____ N**

3.5.26 STRETCHERS

3.5.26.1 Must be equipped with (18) Adjustable headrest type non-folding stretchers, 74" x 19". Stretchers and shall have a load limit weight of 350 pounds each.

3.5.26.2 **Stretchers Stryker Rolling:**

Must be equipped with (2) Stryker MX-PRO or approved equal rolling gurney type stretcher located in the rear corners of the vehicle.

3.5.26.3 **Stretcher Tray Assembly:**

Must be equipped with (8) Stainless steel stretcher tray assemblies. Trays shall be located on the driver's side of the interior under each stretcher. Tray shall slide in and out on sliding stretcher assembly. Tray construction must have all sides of the stretcher tray assembly sloping toward the patient's feet area where a drain plug and discharge cleanout connection must be located.

3.5.26.4 **Stretcher Mounting System:**

Stretchers must be mounted in a "stacked assembly" with slide out feature.

**WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION
3.5.26 _____ Y _____ N**

3.5.27 SUCTION UNITS

(5) 12v suction units must be mounted in the vehicle. Each suction unit must have it's own 12v outlet to maintain battery level.

3.5.28 SUN VISOR

Must be equipped with an adjustable 6" x 30" driver's front and side window sun visor.

3.5.29 WHEELCHAIR POSITION

3.5.29.1 Floor tracking must be installed and spaced so that, if necessary, wheelchair occupants can utilize the entire open floor area for a wheelchair tie-down system.

3.5.29.2 **Wheelchair System:**

(10) wheelchair kits must be supplied, SureLok Model FF627S-4C or approved equal.

3.5.30 WINCH ASSEMBLY

(1) under floor fold up winch assembly must be mounted in the aisle of the floor approximately at the midpoint of the vehicle. Winch must be rated at 3500 pounds and will allow caregivers to connect winch to rolling stretcher for loading and unloading bariatric patients.

3.5.31 WIRING

All wiring needed by purchaser for future equipment use must be run by the manufacturer during production. Purchaser shall provide manufacturer with locations and numbers of wires needed.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.5 _____ Y____N

3.6 INSPECTION

Inspection trips must be included for an initial pre build meeting, a midpoint construction inspection for the first truck and a final inspection for all of the finished vehicles at the manufacturer's location for 2 people per trip. All travel related expenses will be covered by the manufacturer.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.6 _____ Y____N

3.7 SAMPLES

3.7.1 UMDNJ reserves the right to request samples of any component proposed for use in the manufacture of the completed vehicle as identified in the bidder's submitted proposal.

3.7.2 Component samples that may be requested included but are not limited to aluminum extrusions, electrical components, finishing materials, etc.

3.7.3 Any samples provided in response to this request will be returned to the bidder upon completion of the evaluation process.

3.7.4 UMDNJ reserves the right to request that the Contractor provide a sample vehicle for conducting a walk-through evaluation.

3.7.5 The vehicle provided must be similar to the unit identified in the Contractor's submitted proposal.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.7 _____ Y____N

3.8 MANUALS AND HANDBOOKS

3.8.1 The Contractor must provide two (2) chassis specific repair manuals and two (2) chassis specific parts handbooks for each model year of vehicles ordered. Books or CD sets (Compact discs) are acceptable.

3.8.2 A chassis specific operator's manual covering operating instructions for accessories, components, equipment and systems must be furnished with each vehicle.

3.8.3 Two (2) vehicle specific owner's manuals must be furnished by the Contractor with each vehicle.

3.8.3.1 Each owner's manual must include wiring diagrams and cover installation/operation instructions, CAD drawings, illustrations, manufacturer's part numbers, lubrication instructions, assembly and disassembly instructions, and safety precautions to insure proper installation, operation and maintenance of the equipment.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.8 _____ Y____N

3.9 WORKMANSHIP

3.9.1 The overall appearance of the vehicle must show good workmanship and all assemblies must be accomplished in a manner acceptable in the industry.

3.9.2 The Contractor must not utilize used parts, components, assemblies, or equipment in the remounting of these vehicles unless required by this IFB and approved by UMDNJ.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.9 _____ Y____N

3.10 WARRANTIES, WARRANTY REPAIRS AND TRANSPORTATION

3.10.1 No installations, alterations or repairs of any equipment/components shall be made that voids any warranties provided by the chassis manufacturer or the equipment/component manufacturers.

3.10.2 The completed vehicle must be warranted against parts failure or malfunction due to installation errors, defective workmanship and missing or incorrect parts.

3.10.3 Equipment/components installed by the Contractor such as sirens, light bars, flashers, alternators, batteries, inverters, battery chargers, etc. must include warranties covered by their individual manufacturers.

3.10.4 All warranty registration cards for equipment/components must be provided with the completed unit at time of delivery.

3.10.5 No warranty will be "pro-rated" based upon the age or mileage of the neither vehicle nor will any warranty require UMDNJ to pay any dollar amount, increasing portions or otherwise, for any covered repairs.

3.10.6 A sample of actual warranty documents must be provided with the submission of the bid.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.10 _____ Y____N

3.11 WARRANTIES

3.11.1.1 MAB conversion vehicle must be covered by a warranty provided by the chassis manufacturer. At a minimum, the warranty coverage must cover at least 24 months unlimited miles.

3.11.2 Generator Warranty

The generator warranty must be for twenty four (24) months/1500 hours.

3.11.3 Rooftop Heat/Air Conditioning

Rooftop heat/Air conditioning warranty must be for no less than 24 months /unlimited mileage.

3.11.4 Basic Vehicle

Basic Vehicle warranty must be for no less than 12 months/unlimited warranty.

3.11.5 Structural Body

3.11.5.1 The body of the vehicle must be covered at a minimum of five (5) years and unlimited miles.

3.11.5.2 Includes structural components, roof, floor, sides, and front and rear sections; frame rails and cross-members; paint adhesion and rust protection

3.11.6 Components

This includes components supplied by outside vendors must be covered at a minimum of 12 months/ 12,000 miles

3.11.7 Warrenty

3.11.7.1 The warranty must for four (4) years/48,000 miles at a minimum.

3.11.7.2 The warranty must include the front and rear axles.

3.11.8 Engine

The engine must be covered for no less than five (5) years, unlimited miles.

3.11.9 The Allison Transmission

The Allison or approved equal must be covered for a minimum of two (2) years unlimited miles.

3.11.10 Module Body Structural Warranty

A structural warranty of no less than five (5) years and unlimited miles covering the vehicles body, exterior skin, sub-floor structure, exterior compartments, interior aluminum cabinets and squad bench structure must be provided.

3.11.11 Contractor Supplied and Installed Equipment Warranty

3.11.11.1 A warranty must be provided covering each of the following supplied and installed equipment:

3.11.11.2 Oxygen outlets, hoses, fittings

3.11.11.3 Upholstery/flooring

3.11.11.4 Cabinetry, complete interior construction & finishes

3.11.11.5 Doors, securing hardware and latches

3.11.11.6 Onboard aspiration system

3.11.12 Electrical Equipment Warranty

3.11.12.1 A warranty must be provided covering the following supplied and installed equipment:

3.11.12.2 Main vehicle wiring harness and battery harness cables

3.11.12.3 Automatic/manual reset circuit breakers

3.11.12.4 Solenoids

3.11.12.5 All installed electrical connections

3.11.12.6 Body door post switches

3.11.12.7 Automotive relays

3.11.12.8 Volt and amp meters

3.11.12.9 All wire terminals and crimps

3.11.12.10 Power distribution panel

3.11.13 Paint Finish Warranty

3.11.13.1 A warranty must be provided covering the paint finish from defects in materials and workmanship. Defects in materials and workmanship included but are not limited to:

3.11.13.2 Peeling or delamination of the top coat or other layers.

3.11.13.3 Cracking or checking.

3.11.13.3 Loss of gloss caused by cracking, checking and hazing.

3.11.13.4 Any paint finish failure caused by improperly applied finishes.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.11 ____ Y____N

3.12 INSURANCE

3.12.1 The Contractor must have a minimum of \$2,000,000 product liability insurance.

3.12.1.1 A valid Certificate of Insurance must be included with the bid.

3.12.1.2 No "third party" insurance documents will be acceptable.

3.12.1.3 This requirement is in addition to the insurance contained in the University's standard terms and conditions.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.12 ____ Y____N

3.13 DELIVERY TIME

3.15.1 The length of time for delivery of each unit should not exceed ninety (90) calendar days from the date of pickup by the Contractor.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.13 ____ Y____N

3.14 SUBSTITUTIONS AND APPROVED EQUAL

3.14.1 All substitutions must be "equal to" or "greater than", exceeding the minimums of the particular items specified. Full information must be furnished to enable UMDNJ to determine suitability. UMDNJ must determine the acceptability of any proposed exceptions or substitutions. Any exceptions granted must only be in writing attached to the purchase order.

Unless the exceptions granted are acknowledged by UMDNJ in writing at the time of order, such exceptions must not be accepted at time of delivery, and the delivered product must be expected to conform to every detail of this specification.

Bidder must complete section 7.5 of this RFP.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION

3.14 ____ Y____N

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 (1) year, commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

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

4.2 Contract Transition

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

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

4.4 Insurance

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;
- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;
- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;

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

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

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

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

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

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

4.5 Departure From Bid Specifications or Terms and Conditions

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

4.6 Contract Amendment

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

4.7 Contractor Responsibilities

Request for Proposal: **Provide Medical Ambulance/Evacuation
/Mass Casualty Buses**

(RFP #P10-060)

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. The invoices must reference the purchase order number and vehicle Identification Number (VIN) and must be in strict accordance with the firm, fixed prices submitted for providing the Medical

ambulance/evacuation/mass casualty buses, on the RFP pricing sheet. UMDNJ and the University Hospital Department of Emergency Medical Services must approve the invoice before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract.

Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.17 Additional Work and/or Special Projects

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

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost 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 Licenses and Permits

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the University's Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award, in the event that it had not been required as part of the Contractor's bid.

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon

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

4.28.1 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.

4.29 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.

4.29.1 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

Request for Proposal: **Provide Medical Ambulance/Evacuation
/Mass Casualty Buses**

(RFP #P10-060)

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

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive.

Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

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

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.2 MacBride Principles Certification

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

5.5.3 Affirmative Action

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

5.5.4 Set-Aside Contracts

Not applicable under this

5.5.5 Bid Bond

Not applicable under this Contract.

5.5.6 Business Associate Agreement

The bidder should complete the attached Business Associate Agreement, involving the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

5.5.7 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive.

The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

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

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

5.6 Section 2 - Technical and Organizational Support and Experience Proposals

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

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

5.7 Section 3 - Cost Proposal

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

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

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

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

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

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

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

6.3.1 The bidder's general approach and plans to meet the requirements in section 3.0 of this RFP.

6.3.2 The quality of the Medical Ambulances/Evacuation/Mass Casualty buses proposed.

6.3.3 The bidder's documented experience in providing Medical Ambulances/Evacuation/Mass Casualty buses as described and required in section 3.0 of this RFP.

6.3.4 The bidder's ability to provide the buses with all of the items described in section 3.0 as required by this RFP.

6.3.5 The bidder's overall ability to provide the Medical Ambulances/Evacuation/Mass Casualty buses as described in section 3.0 as required by this RFP.

6.3.6 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

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

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

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

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

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

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right

extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 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 the State, 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.

7.0 BIDDER'S DATA SHEETS (FORMS TO BE COMPLETED BY BIDDER)

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

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

7.1 CONTACT INFORMATION

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the University. This service shall be available at no additional charge.

NAME OF CONTACT PERSON: _____

ADDRESS: _____

Telephone Number: (____) ____ - _____ Fax Number: (____) ____ - _____
E-Mail Address _____

2. Number of years this individual has been servicing similar accounts: _____

3. Identify the similar accounts this individual has serviced:

7.2 REFERENCES OF FIRM

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

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

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

ADDRESS: _____

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

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

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

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

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

ADDRESS:

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

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

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

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.3 LIST OF ALL CONTRACTS LOST IN LAST THREE (3) YEARS

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

1. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

2. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

3. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

4. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

5. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

6. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.4 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.

Section 3.0

Section 3.1

Section 3.2

Section 3.3

Section 3.4

Section 3.5

Section 3.6

Section 3.7

Section 3.8

Section 3.9

Section 3.10

Section 3.11

Section 3.12

Section 3.13

Section 3.14

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.5 LISTING OF POTENTIAL PROBLEMS

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

1. Potential Problem:

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

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

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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.6 BIDDER'S ORGANIZATIONAL CHART

The bidder should provide, using this page, an organizational chart that shows the bidding firm's entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University how the bidder's contract management and on-site supervisors proposed for this contract fit into the overall organizational structure.

7.7 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.

7.8 PROJECT ORGANIZATION CHART

The bidder should provide, using this page, an organizational chart showing the bidder's organization for this term contract alone. The term contract organization chart should show the bidder's management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor's management and supervisory personnel with name and titles.

Provide below the bidder's gear-up and transitional plan. The plan should include a detailed timetable for gear-up and transition. The timetable should convince the University that the new contract will be operational on the contract beginning date required. For evaluation purposes only, bidders should use a contract award date of April 30, 2010 for the beginning of the gear-up and transitional period.

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

Request for Proposal: Provide Medical Ambulance/Evacuation /Mass Casualty Buses

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8.0 PRICE SHEET AND SUPPORTING DETAIL

BID# P10-060

Total Lump Sum Fees for the Purchase of New MEDICAL AMBULANCE(S)
/EVACUATION/MASS CASUALTY BUS for UMDNJ

Proposed Fee:

Cost Per Bus	Year 1	Year 2	Year 3
	\$_____	\$_____	\$_____

9.0 REQUIRED FORMS

- Ownership Disclosure Form
- MacBride Principle Certification
- Affirmative Action Employee Information
- Business Associate Agreement
- Business Registration Certificate
- Two Year PL 51/Executive Order 117 Vendor Certification Form

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

**Request for Proposal: Provide Medical Ambulance/Evacuation
/Mass Casualty Buses**

(RFP #P10-060)

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 9Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature of Bidder

Dated: _____

Print or Type Name

Title

Request for Proposal: **Provide Medical Ambulance/Evacuation**
/Mass Casualty Buses

(RFP #P10-060)

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. PURPOSE

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

II. DEFINITIONS

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

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

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

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

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

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

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

III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

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

2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

3. Program Requirements

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

4. New Reporting Requirement

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

5. Important Process Change

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

6. Other UMDNJ Policies and Procedures:

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

B. Responsibilities

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

Small Business Sub-Contractor Utilization Report

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

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

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

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

Prepared By: _____

Phone #:

Print Name

Print Title

Signature

Bid/Bid #: _____

Term of Contract: _____

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

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

**Request for Proposal: Provide Medical Ambulance/Evacuation
/Mass Casualty Buses**

(RFP #P10-060)

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

The following provisions (Amendment) are added and incorporated into the attached (Name of "Agreement") entered in between UMDNJ-University-wide ("Covered Entity") and

(Business Associate),

(Name and address of Contracting Party)

herein collectively referred to as the "Parties". Any conflict in the terms of the Agreement and this Amendment shall be governed by the terms of this Amendment.

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

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

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

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

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

B. The Parties to this Agreement agree that Business Associate:

- a. will not use or further disclose PHI other than as permitted by this Agreement;
- b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1999, as amended from time to time (“HIPAA”) and will not use or disclose PHI in a manner that violates or would violate HIPAA;
- c. will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- d. will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- e. will (i) promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including but not limited to systems compromises, immediately upon becoming aware of such unauthorized use or disclosure; (ii) will take all necessary steps to prevent and limit any further improper or unauthorized disclosure and misuse of such information; and (iii) indemnify and hold Covered Entity, its directors, officers, agents, and employees harmless from all liabilities, costs and damages arising out of, or in any manner connected with, the disclosure by Business Associate, its employees, agents, or independent contractors; and (iii) permit Covered Entity to investigate any such report and to examine Business Associate’s premises, records and premises;
- f. will promptly report to the Covered Entity any security incident of which the Business Associate becomes aware; a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- g. will ensure that to the extent that the Business Associate it uses one or more agents, including subcontractors, to provide services under this Agreement, such subcontractors or agents who receive or have access to PHI that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, will comply with the same restrictions and conditions to which Business Associate is bound by entering into a separate written agreement between Business Associate and its subcontractors to that effect;

- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguard to protect the electronic protected health information.
- i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;
- j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
- k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
- l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
- m. will adhere to the Covered Entity's HIPAA policies and procedures.

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

- D. **Return/Destruction of PHI.** Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.
An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.
- E. **No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. **Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.

- H. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- I. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- J. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- K. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- L. **Reference:** Code of Federal Regulations, Title 45, Part 160 et seq.

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

Covered Entity	Business Associate
By: _____	By: _____
Title: Francis X. Colford Vice President for Finance and Treasurer	Title: _____
Date: _____	Date: _____