

REQUEST FOR PROPOSAL (RFP)

TITLE: Purchase and Maintain Two Chillers for University Hospital Department of Radiation Oncology on the Newark Campus

RFP NUMBER: P12- 060

DATE ISSUED: May 16, 2012

DUE DATE: June 13, 2012

TIME: 2:00 pm

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

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

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

BIDDER NAME: _____

BIDDER REPRESENTATIVE:

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE NO.: _____

EMAIL: _____

FAX NO.: _____

FED. TAX ID: _____

BIDDER'S AUTHORIZED SIGNATURE

1.0 Information for Bidders

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

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

The purpose of this RFP is to enter into a contract to purchase and maintain two chillers for University Hospital, Department of Radiation Oncology on the Newark Campus.

1.1.2 Intent

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

1.2 Background

The Department of "UMDNJ's Radiation Oncology is part of the University Hospital and offers a full range of radiation treatment procedures, including intensity modulated radiation therapy (IMRT), high dose rate (HDR) and low dose rate (LDR) brachytherapy, and linac based stereotactic radiosurgery. The Radiation Oncology Department treats 30-40 patients per day."

University Hospital is located on Bergen Street and South Orange Avenue in the University Heights section of Newark, New Jersey. The facility is the only Level 1 Trauma Center in northern New Jersey. University Hospital is a 400 plus bed acute care facility with over 19,000 admissions, 2,700 births, and 215,000 outpatient visits annually and functions as an academic medical center affiliated with UMDNJ Medical School.

The Radiation Oncology Department requires the replacement and routine maintenance of two (2) chillers which are obsolete. One of the machines is a Drake Chiller M# PACT48S3-T4-Z and a Schreiber Master Chill M#7500MC-W-460. The Schrieber Chiller is currently inoperable. The units are located outside of the University Hospital on the South Orange Avenue side of the Campus on a concrete pad. They are enclosed in a chain link fence. The units cool down the temperature of two (2) linear accelerators, Varian Medical System (Palo Alto, CA), Clinac 21EX, 6x7x3 m (LxWxH, min room size) Varian 21EX and Elekta SLi Elekta, Inc. (Norcross, GA) 6x6.5x3 m (LxWxH, min room size). The Medical linear accelerators are used to deliver radiotherapy treatments. The accelerators are currently housed in two separate rooms in the University Hospital A-Level. Standing approximately nine feet tall by nearly 15 feet long and weighing as much as 18,700 pounds, the accelerator consists of four major components: an electronics cabinet called a "stand," housing a microwave energy generating source; a rotating gantry containing the accelerator structure that rotates around the patient; an adjustable treatment

couch and operating electronics. The accelerators are located within specially constructed concrete treatment rooms to provide X-ray shielding.

1.3 Key Events

1.3.1 Questions and Inquiries

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

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

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

1.3.1.1 Cut-Off Date for Questions and Inquiries

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

1.3.1.2 Question Protocol

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

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

1.3.2.1 Site Visit

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

DATE: May 30, 2012

TIME: 10:00 AM

LOCATION: UMDNJ, DEPARTMENT OF RADIATION ONCOLOGY, A-LEVEL ROOM #1020, 90 BERGEN STREET, NEWARK, NJ.

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

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

1.3.3.1 Mandatory Pre-Bid Conference

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

DATE: May 30, 2012

TIME: Immediately After the Mandatory Site Visit

LOCATION: UMDNJ, DEPARTMENT OF RADIATION ONCOLOGY, A-LEVEL ROOM #1020, 90 BERGEN STREET, NEWARK, NJ.

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

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

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

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

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

1.4.2 Addendum as a Part of this RFP

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

1.4.3 Issuing Office

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

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

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

1.4.6 Contents of Bid Proposal

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

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

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

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

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

1.4.7 Price Alterations

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

1.4.8 Joint Venture

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

1.4.9 Bid Bond

Not applicable to this procurement.

1.4.10 HIPAA Compliance

Not applicable to this procurement.

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1.4.11 Business Registration Notice

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

with a bid may render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.htm>

1.4.11.1 Definitions

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

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

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

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

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

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

1.4.11.2 Requirements Regarding Business Registration Form

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

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

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

1.5 Special Note- Public Works Contractor Registration Act

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

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

1.6 Computation of Time

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

1.6.2 Prevailing Wage Act

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

1.6.3 Prevailing Wage

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

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

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

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

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

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

2.0 Definitions

2.1 RFP Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 Contract Specific Definitions

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

“Loading”- Is the insertion of impedance into a circuit to change the characteristics of the circuit.

“Medical Linear Accelerator (Linac)- is a machine that generates high energy x-rays and/or electrons to treat cancer patients.

“Repair”- Is the corrective action taken after a component part of the equipment has failed.

“Routine Maintenance”- Is the performance of routine actions which keep the equipment in working order and prevents failure and can be called routine or preventative.

3.0 Scope of Work

The Contractor must supply all the personnel and other resources necessary to replace and maintain two (2) Medical Equipment Grade Chillers in the University Hospital Department of Radiation Oncology. The two chillers are located outside of the building on a above-grade concrete slab inside a chain linked fence enclosure. The chillers are needed to cool (2) medical linear accelerators (Linac), Varian 21EX and Elekta SLi in the basement of the building.

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 7.3.

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 General Requirements

3.1.1 The Contractor's two (2) chillers shall be capable of cooling down the two (2) linear accelerators, Varian 21EX and Elekta SLi, to the temperature range specified by the manufactures, Varian Medical System and Elekta, Inc.

3.1.2 The Contractor must disconnect and remove the two existing chillers.

3.1.3 The Contractor must recover all refrigerant from both chillers and dispose of the old equipment.

3.1.4 The Contractor must install the two new chillers, including piping, wiring and insulation.

3.1.5 The Contractor shall check the existing glycol lines for leaks. The lines run from the chiller concrete pad to the accelerator coolant valve panels located in the machine room. If leaks are found in the lines, the Contractor shall present a separate report and repair quotation to the Radiation Oncology Project Manager or their designee.

3.1.6 The Contractor must perform a complete start up for the new Chillers as per manufacturer instructions.

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

3.2 Technical Requirements

3.2.1 The Contractor's two chillers shall have front panel controls with alarm indicators and key parameter readouts.

3.2.2 The Contractor's two chillers should have a powder coated cabinet and low-temperature controls for winter-time operation.

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

3.3 Accreditations and Licenses

3.3.1 The Contractor's two chillers must comply with the linear accelerators manufacturers requirement and regulations of UMDNJ, City of Newark and State of New Jersey.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.3.
_____Y (Yes) _____N (No).

3.4 Delivery and Installation

The Contractor must deliver and install the two chillers to the University Hospital Department of Radiation Oncology, 195 South Orange Avenue, Newark, NJ, at no extra charge over the Bid price as submitted in Section 8.0 of the RFP.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.4.
_____Y (Yes) _____N (No).

3.5 Training Requirements

The Contractor shall provide an on-site training session for the University Hospital Department of Radiation Oncology and UMDNJ Physical Plant Department staff. The training must be sufficient to provide routine troubleshooting, user support services and at no charge to the Department of Radiation Oncology.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.5.
_____Y (Yes) _____N (No).

3.6 Support and Routine Maintenance Requirements

3.6.1 The Contractor shall provide all necessary routine maintenance as required by the manufacturer to ensure the chiller is safe and operational.

3.6.2 The Contractor must provide the University Hospital Department of Radiation Oncology with at least twenty-four (24) hours notice prior to scheduling a technician for routine maintenance. Technicians arriving without proper notification to the University Hospital Department of Radiation Oncology may have to be rescheduled upon the discretion of the University Hospital Department of Radiation Oncology.

3.6.2 The Contractor must have service technicians available for immediate telephone consultations or emergency repair service requests 8:00 am to 5:00 pm Monday through Friday.

3.6.3 The Contractor must have a manned dispatch service available twenty-four (24) hours per day seven (7) days per week. The Contractor must provide the University Hospital Department of Radiation Oncology with the appropriate telephone numbers.

3.6.4 The Contractor must provide an extended maintenance plan for the two chillers proposed, after the initial one (1) year warranty has expired. The initial one (1) year warranty shall commence after delivery, installation and acceptance of the Chillers. The extended service maintenance will begin after the one (1) year warranty has expired. The extended service maintenance must include annual preventive maintenance, inspections, service, repairs, parts and labors.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6.

☐ Y (Yes) ☐ N (No).

3.7 Installation

The Contractor may need to do the installation in phases. The first unit to be replaced will be the Schrieber Chiller which is currently inoperable. The fencing which surrounds the units may need to be removed to facilitate the installation. The fence must be replaced after the install takes place.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7.

☐ Y (Yes) ☐ N (No).

3.8 Inspections

The Contractor must provide inspections to diagnose and repair the chillers as requested by the Department of Radiology or as the chiller manufacturer requires.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8.

☐ Y (Yes) ☐ N (No).

3.9 Routine Maintenance and Emergency Service Reporting

The Contractor must provide a detailed report of each maintenance or emergency service call to the University Hospital Department of Radiation Oncology Project Manager or designee. The report must include all equipment log readings, condition of equipment, recommended repairs and recommendations in reducing energy consumption if needed. The Contractor must notify entering the University Hospital Department of Radiation Oncology Project Manager and obtain proper signatures when leaving. The Contractor's timesheets must be clearly written and include all Routine Maintenance or emergency repair work the Contractor performed.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9.

☐ Y (Yes) ☐ N (No).

3.10 Equipment Shut Down

The Contractor must not shut down any equipment without permission from the University Hospital Department of Radiation Oncology. The Contractor will also limit loading of a chiller that increases electrical demands.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.10.

☐ Y (Yes) ☐ N (No).

3.11 Personnel

The Contractor should provide at least three (3) qualified technicians with at least five (5) years experience on the equipment to be supplied and maintained and should supply proof of technician qualifications prior to award of the contract. Resumes for the technicians should be submitted in section 7.7 of the RFP. All technicians must report to and be dispatched from the same office location.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11.

☐ Y (Yes) ☐ N (No).

3.12 Mechanic Assignment

The Contractor must notify the University Hospital Department of Radiation Oncology when the mechanic assigned to a specific campus is substituted.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.12.

☐ Y (Yes) ☐ N (No).

3.13 Supervision

The Contractor should have job supervisors on their staffs with experience as a mechanic and as a supervisor with no less than five (5) years experience on the equipment listed.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.13.
_____Y (Yes) _____N (No).

3.14 Technical Qualifications

The Contractor should have equipment specifications and technical manuals on the chiller units being supplied and provide copies of the information prior to the award of the contract.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.14.
_____Y (Yes) _____N (No).

3.15 UMDNJ Point of Contact

The University Hospital Department of Radiation Oncology Project Manager Project Manager or designee is the point of contact for the Contractor and will be designated by the University Hospital Department of Radiation Oncology.

3.16 Report In

The Contractor must advise the University Hospital Department of Radiation Oncology Project Manager or designee upon arrival.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.16.
_____Y (Yes) _____N (No).

3.17 Access

The Contractor may need to inspect the equipment in secured or restricted access areas including mechanical areas. The Contractor must coordinate service and repair visits with the University Hospital Department of Radiation Oncology. The Contractor must notify the University Hospital Department of Radiation Oncology Project Manager of any access issues which may arise.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.17.
_____Y (Yes) _____N (No).

3.18 Safety

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

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

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

3.18.4 The Contractor must report in writing on the day of the occurrence to the University Hospital Department of Radiation Oncology Project Manager Project Manager or designee of any unsafe condition related to the equipment which may present a hazard to University visitors or employees. This includes damaged, inadequate or inappropriate equipment.

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

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

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.18.

_____Y (Yes) _____N (No).

3.19 Emergency Repairs

3.19.1 Since the equipment is used to support medical equipment all repairs are to be considered an emergency. The Contractor must have their technicians on the job site within four (4) hours of request for emergency service in the event of an unforeseen problem. The four (4) hour period begins once the call for service is received by the technician or answering the call. The Contractor will be required to perform the repairs immediately after approval is given by the University Hospital Department of Radiation Oncology Project Manager. The repairs may be conducted during normal working hours 7AM to 4PM Monday through Friday. The University Hospital Department of Radiation Oncology may request after hours work if the equipment is down.

3.19.2 The Contractor must provide emergency recall services to repair and correct previous repairs not operating properly. The services must be made immediately after notification by the University Hospital Department of Radiation Oncology.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.19.
☐ Y (Yes) ☐ N (No).

3.20 Quotations for Repairs

The Contractor must provide a written quotation within three (3) business days after the equipment is inspected. The quotation must detail the hourly rates and parts pricing being charged for the repair or maintenance. The Contractor must provide a fax or e-mail copy to the University Hospital Department of Radiation Oncology using Microsoft Word or Adobe Reader.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.20.
☐ Y (Yes) ☐ N (No).

3.21 Contractor Responsibility

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

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.21.
☐ Y (Yes) ☐ N (No).

3.22 Identification and Keys

The Contractor's personnel must wear appropriate UMDNJ badges supplied by the University's Public Safety Department at all times when on site and return all keys to the University Hospital Department of Radiation Oncology prior to leaving the University property.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.22.
☐ Y (Yes) ☐ N (No).

3.23 Maintenance Schedule

The Contractor should supply a yearly maintenance schedule for the new equipment in 7.2 of RFP.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.23.
☐ Y (Yes) ☐ N (No).

3.24 Installation Schedule

The Contractor should supply an installation schedule in 7.1 of the RFP. It should follow the installation from purchase through finished start-up and be in chronological order. There should be one schedule for each piece of equipment.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.24.
_____Y (Yes) _____N (No).

3.25 Optional Line Replacement

The Contractor should give a separate price for the replacement of both units Freon lines. The lines must be tested for integrity prior to installing the new units.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.25.
_____Y (Yes) _____N (No).

4.0 Special Contractual Terms and Conditions

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The Maintenance portion of the contract will be awarded for five (5) years, commencing from the date of award. The installation portion of the contract will be as long as it takes for the equipment to be installed and accepted by the University Hospital Department of Radiation Oncology. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

4.1.2 Contract Extension Option

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

4.2 Contract Transition

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

4.3 Precedence of the University's Standard Terms and Conditions

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

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

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

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

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

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

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

4.4 Departure from Bid Specifications or Terms and Conditions

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

4.5 Insurance

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

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;
- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;
- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.
- All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.
- **UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.**
- **All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor's performance of services pursuant to this contractual agreement.**

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

4.6 Contract Amendment

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

4.7 Contractor Responsibilities

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

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.8 Substitution of Staff

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

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

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

4.9 Substitution or Addition of Subcontractor(s)

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

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

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

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

4.10 Ownership of Material

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

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

4.11 Data Confidentiality

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

4.12 News Releases

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

4.13 Advertising

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

4.14 License and Permits

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

4.15 Claim and Remedies

4.15.1 Claims

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

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

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

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

4.15.2 Remedies

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

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the purchase order number and must be in strict accordance with the firm, fixed prices submitted on the RFP pricing sheet. All invoices must be approved by UMDNJ before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed. A copy of the certified payrolls should be submitted with all invoices. Failure to do so will delay payments.

WE HAVE READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 4.16.

 Y (Yes) N (No).

4.17 Additional Work and/or Special Projects

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

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

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

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

4.18 Option to Reduce Scope of Work

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

4.19 Suspension of Work

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

4.20 Change in Law

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

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 Small Business Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Material Safety Data Sheets

Not applicable under this contract.

4.26 Contractor's Personnel

4.26.1 Direct Management of Personnel

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

4.26.2 Employees of the Contractor

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

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

4.26.3 Employee Conduct

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

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

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

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

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

4.26.4 Criminal Background Check

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

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

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

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

4.27.1 State Treasurer Review

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

4.28 New Jersey Election Law Enforcement Commission Requirement

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

4.29 Federal and State Laws and Regulations Regarding Healthcare

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

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

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

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

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

5.2 Proposal Delivery and Identification

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

5.3 Number of Bid Proposal Copies

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

5.4 Proposal Form and Content

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

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

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

5.5.4 Manufacturer Certifications

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

5.5.5 Public Works Certification

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

5.5.6 Business Registration Notice

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

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

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

5.6 **Section 3 – Organizational Support and Experience**

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

5.6.1 Location

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

5.6.2 Résumés

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

5.6.3 Experience of Bidder on Contracts of Similar Size and Scope

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

5.6.4 Financial Capability of the Bidder

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

5.7 **Section 4 – Cost Proposal**

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

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

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

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

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

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

6.0 Proposal Evaluation and Contract Award

6.1 Proposal Evaluation Committee

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

6.2 Oral Presentation and/or Clarification of Bids

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

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

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

6.3 Evaluation Criteria

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

- 6.3.1 The bidder's documented experience in successfully performing chiller maintenance and installation services in large medical or research settings as referenced in section 3.0 of the RFP.
- 6.3.2 The qualifications and experience of the bidder's repair personnel assigned to the contract, with emphasis on documented experience in the successful performance of maintenance and installation services of similar size and scope with particular emphasis on large, educational or clinical institutions.

6.3.3 The bidder's maintenance schedule for the chillers being installed as required in section 3.25 of the RFP.

6.3.4 The bidder's installation schedule for the chillers being installed as required in section 3.26 of the RFP.

6.3.5 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

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

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

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

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

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

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

6.5 Negotiation and Best and Final Offer (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UMDNJ may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize UMDNJ's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including payments. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to

safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or higher in payment than the original payment proposal will be rejected as non-responsive.

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

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

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

6.6 Contract Award

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

6.7 Bidder's Right to Challenge a Contract Award

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

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

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

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

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

7.2 Maintenance Schedule

The bidder should include below a Maintenance schedule for the chillers as required in section 3.23 of the RFP.

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

(Make Additional Copies of This Sheet, If Necessary)

7.3 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

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.5

Section 3.6

Section 3.7

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.8

Section 3.9

Section 3.10

Section 3.11

Section 3.12

Section 3.13

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.14

Section 3.15

Section 3.16

Section 3.17

Section 3.18

Section 3.19

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 3.20

Section 3.21

Section 3.22

Section 3.23

Section 3.24

Section 3.25

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Section 4.16

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.4 **Listing of Potential Problems**

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

1. Potential Problem:

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

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

(Make Additional Copies of This Sheet, If Necessary)

7.5 Contact Information

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

Name: _____
Address: _____

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

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

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

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

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

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

(Make Additional Copies of This Sheet, If Necessary)

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

Name: _____
Address: _____

Role of this person for this contract: _____

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

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

Name of Insurance Firm: _____

Address of Insurance Firm: _____

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

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

7.6 Listing of Bidder's Management and Supervisory Personnel

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

1. Name of Individual Assigned to Contract: _____

2. Position or Title on this Contract: _____

3. Proposed Function/Role on This Contract:

(Make Additional Copies of This Sheet, If Necessary)

7.7 Resumes for Bidder's Personnel Assigned to This Contract

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

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

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

Bidders are strongly urged to utilize the format specified below:

7.7.1 Resume Form: Manager

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Total Years Worked In the Industry Providing Chiller Installation and Maintenance Services Required by this RFP: _____

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

1. Employer's Name: _____

Address: _____

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

Phone Number of Individual Listed Above: ()- -

Dates Employed: From _____ To _____

List Total Number of Employees Managed: _____

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

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

2. Employer's Name: _____

Address: _____

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

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

List Total Number of Employees Managed: _____

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

Contract Manager(s)' Relevant Education and Training:

7.7.2 Resume Form: On-Site Supervisor

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

Total Years Worked In the Industry Providing Chiller Installation and Maintenance Services Required by this RFP: _____

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

1. Employer's Name: _____

Address: _____

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

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

List Total Number of Employees Managed: _____

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

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

7.7.3 Resume Form: On-Site Mechanics

Title or Position Proposed for This Contract: _____

Employees Name: _____

Years Employed By your Firm: _____

Current Position with Your Firm: _____

MFG Certified: Y_____N_____.

Total Years Worked In the Industry Providing Chiller Installation and Maintenance Services Required by this RFP: _____

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

1. Employer's Name: _____

Address:_____

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

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

Dates Employed: From: _____ To: _____

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

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

2. Employer's Name: _____

Address: _____

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

Phone Number of Individual Listed Above: ()- -

Dates Employed: From: _____ To: _____

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

Mechanic(s)' Relevant Training:

7.8 **References of Firm**

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

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

1. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: _____ To: _____

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

2. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

3. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

4. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

5. Name of Reference: _____

Address: _____

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

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

Dates of Contract: From: To:

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

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

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

1. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

2. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

3. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

4. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

5. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

6. Name of Firm: _____

Name of Contact Person at the Firm: _____

Phone Number of Contact Person: _____

Reason for Termination: _____

7.10 Subcontractor's Data Sheet(s)

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

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

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

Firm Name: _____

Address: _____

Contact Person: _____

24-Hour Phone Number: _____

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

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

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

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

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

Name of Company provided as a Reference for the Subcontractor:

Address:

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

Phone Number of Individual Listed Above: ()- -

Dates under Contract: From: To:

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

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

Name of Company provided as a Reference for the Subcontractor:

Address:

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

Phone Number of Individual Listed Above: ()- -

Dates under Contract: From: To:

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

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

Name of Company provided as a Reference for the Subcontractor:

Address:

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

Phone Number of Individual Listed Above: ()- -

Dates under Contract: From: To:

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

7.11 Bidder's Financial Capacity

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

8.0 RFP P12-060 Price Sheet and Supporting Detail

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

8.1 Total, firm, fixed cost to replace two existing chillers at the University Hospital Department of Radiation Oncology, Newark, NJ per Section 3.1 of the RFP:

\$_____ Lump Sum Total

8.2 Total, firm fixed cost to replace the Freon lines on Unit1 at the University Hospital Department of Radiation Oncology in Newark, NJ per Section 3.25 of the RFP:

\$_____ Lump Sum Total

8.3 Total, firm fixed cost to replace the Freon lines on Unit 2 at the University Hospital Department of Radiation Oncology in Newark, NJ per Section 3.25 of the RFP:

\$_____ Lump Sum Total

8.4 Provide a yearly cost for Chiller Maintenance on two machines per Section 3.6.3 of the RFP:

Year 2: \$_____ Per Year.

Year 3: \$_____ Per Year.

Year 4: \$_____ Per Year.

Year 5: \$_____ Per Year.

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

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

Bidders are to submit in the bid price line at Section 8.4 the amount UMDNJ will be charged **OVER** the Prevailing Wage Rate. This price will be added to the Prevailing wage rate (and any increase in Prevailing Wage Rate during the term of the contract) and establishes the actual hourly rate that shall be paid by UMDNJ. This figure should include, at a minimum, workmen compensation, social security, unemployment insurance, administrative, materials and all other costs that the vendors incurs in the process of doing business. Additionally the vendor should also include its expected profits in this proposed price.

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

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

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

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

% markup over "Contractor actual cost"%.

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

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

Note#3: The above pricing will apply to Years#1-#3 and optional Yeasr#4 and #5 if exercised.

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person Name: _____

Contact Person Title: _____

Telephone: _____

E-mail Address: _____

Request for Proposal: Purchase and Maintain Two Chillers for the University Hospital Department of Radiation Oncology on the Newark Campus (RFP #P12-060)

Signature: _____ Date Signed: _____

9.0 REQUIRED FORMS

9.1 DOCUMENTS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

- Ownership Disclosure Form - attached
- MacBride Principle Certification - attached

9.2 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD AND MAY BE SUBMITTED WITH BIDDER'S PROPOSAL

- Manufacturer Certifications
- State of New Jersey Business Registration Certificate- The business registration form (Form NJ-REG) can be found online at:
<http://www.state.nj.us/treasury/revenue/busregcert.shtml>
- Public Works Contractor Registration. To complete the registration processes for Public Works Contractor Registration please visit:
http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html or contact New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance at (609) 292-9464.
- Two Year PL 51/Executive Order 117 Vendor Certification Form - can be found online at: http://www.umdnj.edu/purchweb/words_download/c51_eo117.pdf and instructions for completion of the forms - can be found online at: http://www.umdnj.edu/purchweb/words_download/c51_eo117_instr.pdf
- Affirmative Action Employee Information Certificate or a copy of Federal Letter of Approval. The requirement is a precondition of entering into a valid and binding contract.
- Certificate of Insurance

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: Purchase and Maintain Two Chillers for the University Hospital Department of Radiation Oncology on the Newark Campus (RFP #P12-060)

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

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

Signature of Bidder

Dated: _____

Print or Type Name

Company: _____

Title

ATTACHMENT A

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

STANDARD TERMS AND CONDITIONS