

# INVITATION FOR BID (IFB)

**TITLE: University-wide Supply of Research Animal Feed, Bedding and Enrichment Devices**

**IFB NUMBER: P12-019**

**DATE ISSUED: September 5, 2011**

**DUE DATE: October 5, 2011**

**TIME: 2:00 PM**

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

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

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

**BIDDER'S NAME  
AND ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE AND TITLE OF  
AUTHORIZED INDIVIDUAL**

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

## 1.0 INFORMATION FOR BIDDERS

### 1.1 Purpose and Intent of the Procurement

#### 1.1.1 Purpose

This Invitation for Bid (IFB) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of the UMDNJ Vivarium Department.

The purpose of this IFB is to enter a contract for the University-wide supply of research animal feed, bedding and enrichment devices.

#### 1.1.2 Intent

It is the University's intent to make an award consistent with the University's needs to provide animal feed and bedding to the University.

**NOTE:** The issuance of a contract does not guarantee an anticipated level of work between UMDNJ and the Contractors.

### 1.2 Background

The UMDNJ biomedical and scientific research enterprise is a strong and academically diverse force in the State of New Jersey. Basic, translational and clinical biomedical research is being performed at sites across New Jersey on the various campuses of UMDNJ. The approximately 2,000 research laboratories at UMDNJ are led by principal investigators who have faculty appointments in a number of academic departments at the New Jersey Medical School, New Jersey Dental School, Robert Wood Johnson Medical School, Cancer Institute of New Jersey, the New Jersey Medical School-University Hospital Cancer Center, the International Center for Public Health, and the School of Public Health. Areas of biomedical research excellence include Cancer Research, Stem Cell Research, Neuroscience, Brain and Spinal Cord Injury, Epidemiology, Signal Transduction, Pharmacology, Physiology, Biochemistry, Microbiology, Molecular Biology, Molecular Genetics, Biostatistics, Immunology and Infectious Disease. In order to support these areas of research, individual principal investigators must purchase animal feed, bedding and enrichment devices that are essential for their individual research programs. These animal feed and bedding products and enrichment devices are often highly specific to the needs of the individual research programs, and the needs are as diverse as the areas of research at UMDNJ. Thus, a wide range of animal feed and bedding products and enrichment devices supplied from a broad group of life sciences vendors must be available for purchase by UMDNJ researchers. The University laboratories collectively spend approximately \$350,000 in animal feed, bedding and

enrichment devices per annum, and with our University's research funding portfolio expanding on an annual basis, this is likely to proportionally increase.

### 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 IFB.

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, 2<sup>ND</sup> FLOOR  
NEW BRUNSWICK, NEW JERSEY 08903  
ATTN: Quiamah Hanson  
Buyer's Phone Number: 732-235-9185  
Buyer's Fax Number: 732-235-9058  
E-mail: skipwoqu@umdnj.edu

#### 1.3.2 Non-Mandatory Pre-Bid Conference

A non-mandatory pre-bid conference has been scheduled for this procurement. All bidders interested in submitting proposals are strongly encouraged to attend the non-mandatory pre-bid conference. The purpose of this conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: September 20, 2011

TIME: 10:00am

LOCATION: UMDNJ, 335 George Street, New Brunswick, NJ 08903  
3<sup>rd</sup> floor, Training Room A

##### 1.3.1.1 Cut-Off Date for Questions and Inquiries

Since no mandatory pre-bid conference has been scheduled for this procurement, the cut-off date for questions and inquiries relating to this IFB is at the conclusion of the non-mandatory pre-bid conference. While all questions will be entertained at the non-mandatory pre-bid conference, it is strongly urged that questions be submitted in writing prior to the non-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 their questions in writing as far in advance of

the non-mandatory pre-bid conference as possible. This request is made so that answers can be prepared prior to the non-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 IFB by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the IFB. Each question should begin by referencing the IFB 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 IFB.

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 cut-off date for questions and inquiries.

### 1.4 Additional Information for Bidders

#### 1.4.1 Revisions to this IFB

In the event that it becomes necessary to clarify or revise this IFB, such clarification or revision will be by addendum.

The cut-off date for questions and inquiries concerning the IFB is stated in Section 1.3.1.1. If any addendum is issued for this procurement, it will be distributed to all bidders who were sent the IFB.

#### 1.4.2 Addendum as a part of this IFB

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

#### 1.4.3 Issuing Office

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

#### 1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this IFB. 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 IFB. By submitting a proposal in response to this IFB, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this IFB.

#### 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 IFB.

#### 1.4.6 Contents of Bid Proposal

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

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

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

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

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

#### 1.4.7 Price Alterations

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

#### 1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized

signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

#### 1.4.9 HIPAA Compliance

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

#### 1.4.10 Business Registration Notice

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

##### 1.4.10.1 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.

A “Contractor” mean 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.

#### 1.4.10.2 Requirements Regarding Business Registration Form

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

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

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

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

#### 1.4.11 Deficit Reduction Act

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

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

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

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

#### 1.4.12 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 goods provided under this IFB and the Contract award under this IFB 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 Contract entered into between the parties as a result of this IFB, 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 be terminated if amending will not resolve the violation.



## 2.0 DEFINITIONS

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

“Addendum” – Written clarification or revision to this IFB 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 of the Office of Supply Chain Management.

“Animal bedding” – Any material that can be used as a bottom layer, base or foundation whose formulation is specific for the environmental needs of the research animal.

“Animal feed” – Food or feedstuffs that are blended from various raw materials and additives and given to research animals for the purpose of providing nutrition. These blends are formulated according to the specific requirements of the target animal. They are manufactured by feed compounders as meal type, pellets or crumbles.

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

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

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

“Enrichment device” -- A toy designed for the amusement of research animals and enrichment of their environment.

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

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

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

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

“ISO (International Organization for Standardization) 9000” – A family of international standards for quality management and assurance practices.

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

“Milling date” – The month, day and year when the feed is made and packaged by the manufacturer.

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

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

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

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

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

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

### 3.0 SCOPE OF WORK/COMMODITY DESCRIPTION

#### 3.1 Research Animal Feed and Bedding Products

3.1.1 The Contractor(s) must supply and deliver the following and complete list of research animal feed, bedding products, and enrichment devices as requested by each UMDNJ Vivarium:

Item	Unit Size
Alfalfa Cubes	50 Lbs Bag
Alfalfa Hay	Bale
Alfalfa Hay (Green)	
Alfalfa Hay Cob	
Alfalfa Hay Mini Bale	6-24oz Bag/case
Alpha Dri Bed O Cob Mix	20 Lbs Bag
Alpha Dri Bed O Cob Irradiated	
Anderson Auto 1/8	25LBS
Anderson Autoclavable Bed O Cob	
Anderson Bed O Cob 1/8	25LBS
Anderson Bed O Cob 1/8	40LBS
Anderson Bed O Cob 1/8	1.25 C
Anderson Combo	50 LBS
Anderson Enrich O Cob	
Aspen Bedding	9 CuFt Bag
Bed-o-Cobs – ¼ Inch	40 Lbs Bag
Bed-o-Cobs – 1/8 Inch	40 Lbs Bag
Beta Chips	2.5 CuFt Bag
Can-A/D	case
Can-Adult	case
Can-I/D	case
Can-K/D	case
Can-Light	case
Can-P/D	case
Carrots	50 Lbs Bag
Clear H2O Hydrogel. #70-0	8 oz
DACB Cage Liners	31" x 23 ½" Sheets
DACB Cage Liners	24" x 25" Sheets
DACB Cage Liners	29" x 28" Sheets
DACB Cage Liners	27 ½" x 26 ½" Sheets
DACB Cage Liners	15" x 25" Sheets

Diamond Jumbo Dog Biscuits	40 Lbs Bag
Diamond Lg Dog Biscuits	40 Lbs Bag
Dumbbells, Asst. Colors 3 3/4	
Enrich-O-Cob	
Enviro Dri	25 Lbs Box
Fast Trak Amber	
Fenbendazole, 150 mg/kg (Irradiated)	case of 20kg
Harlan-Takland Mini Pig	140 bags
Hills Can K/D	case
Hills Dry Adult	60-50lbs bags
Hills Dry Light	45-50lbs bags
LabDiet JL Rat & Mouse/Auto 6F 5K52	
Mouse Igloo Red	
Nasco Frog Brittle	5 LB
Nasco Frog Brittle	50 LB
Nestlets	case of 3600
Northeastern Beta Chips	40 LB
Pedigree Canned Dog Food	24-375 gm can/case
Pelleted Paper Chip	
Pine Shaving	
Poly Pads	15" x 22" Sheets
Pro Lab RMH 3000 (Meal)	50 lbs bags
Purina Autoclavable Breeder Chow #5001	15 kg Bag
Purina Autoclavable Breeder Chow #5021	33 lbs bags
Purina AVP Xenopus Gel #23574	
Purina Cert Lab Diet 5002	15kg
Purina Certified Guinea Pig 50	
Purina Certified Rabbit High Fiber	
Purina Feline Lab Diet #5003	10 Kg Bag
Purina Formulab #5008	50 lbs bags
Purina Guinea Pig Chow #5025	50 Lbs Bag
Purina Canine Diet 5006	
Purina High Density Canine #5L18	50 Lbs Bag
Purina Lab Chow #5001	50 LB
Purina Lab Diet Porcine #5084	50 Lbs Bag
Purina Lab Porcine Grower # 5084	
Purina Mini Pig Chow #5081	50 Lbs Bag

Purina Monkey Diet #5038	25 Lbs Bag
Purina Mouse Breeder Chow #5015	50 Lbs Bag
Purina Pico Mouse 20 # 5058	25 LB
Purina Pico Rodent 20 # 5053	25 LB
Purina Rabbit Hi Fiber #5326	50 Lbs Bag
Purina Rat Chow # 5012	50 Lbs Bag
Purina Rodent Lab Diet #5001	50 Lbs Bag
Purina Rodent Lab Diet #5001 w/150ppm Fenbendazole	12.5 Kg Boxes
Purina Rodent Lab Diet Autoclavable #5010	50 Lbs Bag
Purina Rumilab Chow #5508	50 Lbs Bag
Salt Pellets	50 Lbs Bag
Shepherd Dome	
Shepherd Shack	
Shepherd Specialty Blend	
TechBoard (26 1/2 x 32)	
Technical Alpha Dri	
Timothy Hay Cob	Bale
Timothy Hay Mini Bale	6-24oz Bag/case
TRW Shipping Container Kit	kit
Whiskas Canned Cat Food	24-6oz can/case

### 3.2 Delivery

3.2.1 The Contractor(s) must supply and deliver research animal feed and bedding products and enrichment devices on a weekly basis or as requested by each UMDNJ Vivarium.

3.2.2 In the event research animal feed and bedding products and enrichment devices requested by the University are out of stock, the Contractor(s) must make additional deliveries when the item does become available at no extra cost to UMDNJ.

3.2.3 The Contractor(s) must maintain appropriate environmental conditions while the research animal feed and bedding products and enrichment devices are in transit in strict accordance with the Institute of Laboratory Animal Resources Commission on Life Sciences National Research Council's Guide for the Care and Use of Laboratory Animals.

### 3.3 Delivery Locations

The Contractor(s) must deliver research animal feed and bedding products and enrichment devices to the following nine (9) UMDNJ locations:

#### 3.3.1 **Northern New Jersey delivery locations**

UMDNJ  
191 South Orange Ave.  
Newark, NJ 07103

Public Health Research Institute Center  
Vivarium, ICPH Building  
225 Warren St.  
Newark, NJ 07103

#### 3.3.2 **Central New Jersey delivery locations**

UMDNJ, Robert Wood Johnson Medical  
School, Research Tower  
675 Hoes Lane  
Piscataway, NJ 08854

UMDNJ, Cancer Institute of New Jersey  
195 Little Albany Street  
New Brunswick, NJ 08903

UMDNJ, School of Public Health / New  
Research Building  
683 Hoes Lane  
Piscataway, NJ 08854

UMDNJ, Child Health Institute  
89 French Street  
New Brunswick, NJ 08903

UMDNJ, Medical Education Building  
51 French Street  
New Brunswick, NJ 08903

**3.3.3 Southern New Jersey delivery locations**

UMDNJ, School of Osteopathic Medicine -  
Vivarium  
2 Medical Center Drive  
Stratford, NJ 08084

UMDNJ  
401 Haddon Ave.  
Camden, NJ 08103

### 3.4 Ordering

- 3.4.1 In its order fulfillment process or procedure, the Contractor(s) must accept orders via phone or fax. The Contractor(s) should accept orders from the UMDNJ Vivarium via online or through a website, if available.
- 3.4.2 The Contractor(s) must notify the UMDNJ Vivarium immediately if a particular research animal feed and bedding product and/or enrichment device is out of stock to allow for alternate replacement if available.
- 3.4.3 The Contractor(s) must notify the UMDNJ Vivarium immediately if a particular research animal feed and/or bedding product composition has changed. No substitutions are allowed by the Contractor(s) without explicit permission from the UMDNJ laboratory at the time of ordering.

### 3.5 Research Animal Feed and Bedding Quality

- 3.5.1 The Contractor(s) must store research animal feed and bedding products in a climate controlled facility in strict accordance with the Institute of Laboratory Animal Resources Commission on Life Sciences National Research Council's Guide for the Care and Use of Laboratory Animals. All research animal feed and bedding storage facilities must maintain a proper climate control environment and provide proof of such upon request by the UMDNJ Vivarium.
- 3.5.2 The Contractor(s) storage facilities must provide a plan for controlling pests and/or vermin in strict accordance with the Institute of Laboratory Animal Resources Commission on Life Sciences National Research Council's Guide for the Care and Use of Laboratory Animals. All research animal feed and bedding products must be received in good condition with no evidence of damage or contamination.
- 3.5.3 The Contractor(s) must provide the name of the firm that provides vermin and pest control services as well as a description of their pest control program in Section 7.0, Bidders Data Sheets.
- 3.5.4 The Contractor(s) must provide documentation with regard to their firm's quality assurance practices, freedom from chemical or microbial contaminants assurances and presence of natural toxicants in feedstuffs in Section 7.0, Bidders Data Sheets.
- 3.5.5 The Contractor(s) must provide research animal feed with a milling date of no more than 90 days at time of delivery or indicate a specified milling date agreed by the UMDNJ Vivarium at time of ordering.



- 3.5.6 The Contractor(s) must provide feed analysis data for critical nutrients, date of feed manufacture, and other factors that affect the shelf-life of feed upon request by the UMDNJ Vivarium. The shelf life of the feed and bedding must not exceed 30 days.
- 3.5.7 The Contractor(s) must transport and store bedding materials off the floor on pallets, racks, or carts in a manner consistent with maintenance of quality and minimization of contamination and in strict accordance with the Institute of Laboratory Animal Resources Commission on Life Sciences National Research Council's Guide for the Care and Use of Laboratory Animals. The Contractor(s) must allow appropriate drying times and storage conditions for the purpose of minimizing contamination if they autoclave bedding materials.
- 3.5.8 The Contractor(s) must provide information on manufacturing, monitoring, and storage methods of bedding products to the UMDNJ Vivarium as requested.

3.6 Certification

The Contractor(s) must maintain compliance with ISO 9000 standards and show proof of such compliance in Section 7.0, Bidders Data Sheets.

## 4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 4.1 Contract Term and Extension Option

#### 4.1.1 Contract Term

The contract will be awarded for three (3) years commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

#### 4.1.2 Contract Extension Option

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

### 4.2 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Vice President of Supply Chain Management, 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 attached **Exhibit 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 Invitation for Bid, including UMDNJ's Standard Terms and Conditions in Exhibit A, any addendum to this Invitation for Bid, and the bidder's proposal, the Invitation for Bid and/or the addendum shall govern.**

Unless specifically noted within this Invitation for Bid, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the Invitation for Bid. The Standard Terms and Conditions in effect for this procurement is attached as Exhibit A to this Invitation for Bid.

#### 4.4 Insurance

The insurance to be provided by the Contractor shall meet the following requirements:

- 4.4.1 **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.
- 4.4.2 **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage.
- 4.4.3 **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.
- 4.4.4 **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.
- 4.4.5 **Professional Liability Insurance** - coverage insuring the Contractor providing services herein subject to limits of liability of not less than \$1,000,000/\$3,000,000 on an occurrence form basis.
- 4.4.6 **Additional Insured** - UMDNJ is 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.
- 4.4.7 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.
- 4.4.8 **UMDNJ is to be named as certificate holder with respect to all aforementioned insurance coverages, except workers' compensation**
- 4.4.9 **All insurance coverages MUST remain in effect for the duration of the Contract, including any renewals or extensions, and for the ninety (90) days following termination of all work. The Contractor shall be responsible for**

**any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of the Contractor's performance of services pursuant to this contractual agreement.**

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

#### 4.5 Departure From Bid Specifications or Terms and Conditions

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

#### 4.6 Contract Amendment

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

#### 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 Compliance Obligations

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

Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdj.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

[http://www.umdj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_05.pdf](http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf);

[http://www.umdj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_10.pdf](http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf);

and,

[http://www.umdj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_15.pdf](http://www.umdj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf).

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

#### 4.9 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 of Supply Chain Management, 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 of Supply Chain Management, through the University's Project Manager.

#### 4.10 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 of Supply Chain Management, 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 of Supply Chain Management, through the University's Project Manager.

#### 4.11 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.

#### 4.12 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.

#### 4.13 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 of Supply Chain Management.

#### 4.14 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 of Supply Chain Management.

#### 4.15 License and Permits

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

#### 4.16 Claim and Remedies

##### 4.16.1 Claims

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

Final decisions concerning all disputes relating to contract award decision, 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 Director'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 Director regarding contract award decision, 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 of Supply Chain Management was improper.

#### 4.16.2 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 Director.

#### 4.17 Form of Compensation and Payment

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the IFB pricing sheet. When applicable, invoices should reference the appropriate IFB price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ before payment will be authorized.

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

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

#### 4.18 Additional Work and/or Special Projects

In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be



performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this IFB. 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 Director 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 Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Vice President of Supply Chain Management, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Director's written approval.

#### 4.19 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 of Supply Chain Management 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 of Supply Chain Management, 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.

#### 4.20 Suspension of Work

The Vice President of Supply Chain Management 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 of Supply Chain Management may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Vice President of Supply Chain Management and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 4.21 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 of Supply Chain Management 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 of Supply Chain Management and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 4.22 Material Safety Data Sheets

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

#### 4.23 Items Ordered and Delivered

University departments are authorized to order, and the Contractor is authorized to ship, only those items covered by the contract. If a review of orders placed by a department reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Vice President of Supply Chain Management in the termination of the contract or in the award of any subsequent contract. The Vice President of Supply Chain Management may take such steps as are necessary to have the items returned by the department, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

#### 4.24 Timely Delivery

The contract involves items that are necessary for the continuation of ongoing, critical services. Any delay in delivery of these items would disrupt University services and could force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose

the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions prior to contract award. See Section 9 of this IFB for the certification form. The form and instructions for completion of the form may be found at [http://.umdnj.edu/purchweb/employees/employ36\\_forms\\_policies.htm](http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm) .

Bidders should submit the Chapter 51 / Executive Order 117 and 2-year Vendor Certification with their bid proposal. If the bidder fails to submit the Chapter 51 / Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Chapter 51 / Executive Order 117 requirements before the contract award can be finalized.

[http://www.umdnj.edu/purchweb/vendors/vendor\\_06\\_E0134.htm](http://www.umdnj.edu/purchweb/vendors/vendor_06_E0134.htm)

#### 4.25.1 Definitions

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

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

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

#### 4.25.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

It shall be a breach of terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries

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

#### 4.25.3 Certification and Disclosure Requirements

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

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

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

#### 4.25.4 State Treasurer Review

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

#### 4.26 New Jersey Election Law Enforcement Commission Requirement

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

#### 4.27 Foreign (out of State) Corporations

All foreign corporations receiving a notice of Contract award shall be afforded seven (7) days thereafter to register with the State of New Jersey, Department of the Treasury's Division of Revenue. <http://www.state.nj.us/treasury/revenue/busregcert.htm>

#### 4.28 Applicable Laws

This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

#### 4.29 Tax Exempt Status

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

#### 4.30 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 IFB 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 IFB 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 IFB has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the IFB'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 IFB 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 IFB 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 Invitation for Bid identification number, final bid opening date and the Buyer's name.

### **5.3 Number of Bid Proposal Copies**

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit six (6) 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 IFB. The bidder should limit their response to one volume, if at all possible, with that volume divided into three (3) sections as indicated below.

### **5.5 Section 1 – Forms**

**The following forms are required with bidder’s proposal and shall be submitted with bidder’s proposal:**

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 Business Registration Notice

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

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

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

5.5.3 Affirmative Action

Before contract award, the proposed contractor must submit either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

The intended awardee must 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 29 Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](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 Business Associate Agreement (if applicable)

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

5.5.5 Executive Order 117 Compliance and Certification



Effective November 15, 2008, all UMDNJ contractors are required to comply with Executive Order 117. In the early Fall of 2008, Governor Jon S. Corzine signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Bidders should submit the Executive Order 117 Certification with their bid proposal. If the bidder fails to submit the Executive Order 117 Certification, the bidder, if selected for contract award, must submit and comply with Executive Order 117 requirements before the contract award can be finalized. The Executive Order 117 Certification with instructions may be found on the UMDNJ Purchasing Services Department's website at: <http://www.umdnj.edu/purchweb/vendors/index.htm>

#### 5.5.6 Set-Aside Contracts

Not applicable under this contract.

#### 5.5.7 Bid Bond (Not Applicable)

### 5.6 Section 2 - Technical and Organizational Support and Experience Proposals

#### 5.6.1 Overall Technical Approach and Plans

In narrative format, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, Section 3.0. The bidder must set forth its understanding of the requirements of this IFB and its ability to successfully complete the Contract. This narrative should convince UMDNJ that the bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. The narrative should convince UMDNJ that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

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

#### 5.6.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule.

The plan should include the bidder's approach to communicate with UMDNJ, including, but not limited to, status meetings, status reports, etc.

### 5.6.3 Potential Problems

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

### Catalog and List Prices

The bidder should provide complete catalogs and price proposals(Section 8.1 and 8.2) with the bidder's proposal. New or updated product catalogs must be provided to UMDNJ as they become available during the term of the Contract.

The Bidder's stated individual percentage discount off list price must remain firm for the entire term of the Contract including the optional extension years. The Bidder's list price to UMDNJ Vivarium shall be increased only once per year. The List Price shall be adjusted on the anniversary date of each Contract year in the amount equal to the percentage it had been increased on the newly submitted most current price list. Bidder's price must include all cost, including those associated with loaner fees, shipping(FOB Point Destination), receiving, delivery, packaging, ice, and surcharges. UMDNJ reserves the right to take advantage of available promotions and to negotiate most advantageous pricing.

## 5.7 Subsection 3 – Organizational Support and Experience

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

### 5.7.1 Experience of Bidder on Contracts of Similar Size and Scope

The bidder must provide information which demonstrates that they have prior experience with the operation and management of hospitals and a familiarity with the quality of work expected of similar institutions. The bidder must indicate the number of years in business and list the contracts award and references.

### 5.7.2 Organizational Chart

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

### 5.7.3 Bidder's Financial Capability

The bidder should provide proof of its firm's financial capacity and capabilities to undertake and successfully provide goods/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.

### 5.7.4 Subcontractor(s)

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

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

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

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

The bidder must submit its subcontractors' accreditations, licenses and certificates along with its proposal response

## 5.8 Section 3 - Cost Proposal

All bidders must submit their cost proposal in accordance with the Price Sheet(s) included in Section 8.0 of this Request for Proposal. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is requested to hold its cost proposal firm for a minimum of 120 days so that an award can be made.

The bidder's cost proposal must be submitted in hard copy format and an electronic MS Excel spreadsheet. The Excel spreadsheet must follow the same layout or format as the table shown in Section 8.0, Price Sheet. The Excel spreadsheet must be on a floppy disk or compact disk and submitted with the bidder's proposal response. Bidder's must also submit a hard copy catalog and electronic catalog with their bid proposal.

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

**NOTE:** The bidder's signature on the cover of this Request for Proposal guarantees that prices set forth within the preprinted price lists and/or catalogs will govern for the period of the Contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any Contract awarded as a result of this Request for Proposal.

**Once submitted there can be NO alterations or modifications to the pricing of the original proposal without UMDNJ approval.**

## **6.0 PROPOSAL EVALUATION AND CONTRACT AWARD**

### 6.1 Evaluation Committee

Bids 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 IFB. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

- 6.3.1 The quality of the goods proposed.
- 6.3.2 The bidder's documented experience in successfully providing goods of a similar nature to those required by this IFB to organizations or institutions of similar size and scope as UMDNJ.
- 6.3.3 The bidder's ability to deliver to all nine (9) locations listed in Section 3.0, Scope of Work.
- 6.3.4 The bidder's compliance with ISO 9000 standards.
- 6.3.5 The bidder's cost proposal.
- 6.4 University's Right to Consider Additional Information
  - 6.4.1 The Vice President of Supply Chain Management may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this IFB.
  - 6.4.2 The Vice President of Supply Chain Management may consider such other factors that, in the opinion of the Vice President of Supply Chain Management, 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 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and complete the services required by this IFB by any means deemed appropriate.
  - 6.4.5 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.
  - 6.4.6 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 IFB. This applies to all facilities services by the bidder or any subcontractor 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 IFB. 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 IFB requirements are satisfied and further provided that the revised cost proposal is not higher than the original cost proposal. Any revised cost proposal that is not equal to or higher in cost than the original cost proposal will be rejected as non-responsive.

Evaluation of the best and final offers (BAFO) will be on the basis of cost and the evaluation criteria set forth in the IFB. 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 IFB, is most advantageous to UMDNJ, cost 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 costs 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 cost proposals in response to this IFB, because 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 cost 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 of Supply Chain Management determines that it is in the public interest to do so.

#### 6.7 Bidder's Right to Challenge a Contract Award

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

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

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

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

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

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

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

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

### 7.1 Contact Information

7.1.1 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: \_\_\_\_\_

7.1.2 The bidder should provide the name(s) and phone number(s) of the 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: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Role of this person for this contract: \_\_\_\_\_

Work Telephone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Home Telephone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_



Name: \_\_\_\_\_

Role of this person for this contract: \_\_\_\_\_

Work Telephone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Home Telephone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

7.1.3 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: \_\_\_\_\_

Business Phone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Business Fax Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Home Telephone Number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

7.1.4 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: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

7.2 References-Experience of Bidder on Contracts of Similar Size and Scope

The bidder should list three (3) references that clearly demonstrate the bidder's proven capabilities in performing services of a similar size and scope to those required by this IFB. 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 IFB. 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 IFB. 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 IFB.

7.2.1 Name of company provided as a reference for your firm:

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of company's management person that the University may contact to verify reference:

\_\_\_\_\_

Phone number of individual listed above: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Dates under contract: From \_\_\_\_\_ to \_\_\_\_\_

Provide a brief description of services that your firm provided to this company under contract..  
Emphasize services that are similar to those required by this IFB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2.2 Name of company provided as a reference for your firm:

---

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of company's management person that the University may contact to verify reference:

---

Phone number of individual listed above: (\_\_\_\_)-\_\_\_\_-\_\_\_\_\_

Dates under contract: From \_\_\_\_\_ to \_\_\_\_\_

Provide a brief description of services that your firm provided to this company under contract..  
Emphasize services that are similar to those required by this IFB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2.3 Name of company provided as a reference for your firm:

---

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of company's management person that the University may contact to verify reference:

---

Phone number of individual listed above: (\_\_\_\_)-\_\_\_\_-\_\_\_\_\_

Dates under contract: From \_\_\_\_\_ to \_\_\_\_\_

Provide a brief description of services that your firm provided to this company under contract. Emphasize services that are similar to those required by this IFB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.3 Listing of All Contracts Lost In Last Three (3) Years

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

7.3.1 Name of firm: \_\_\_\_\_

Name of contact person at firm: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.3.2 Name of firm: \_\_\_\_\_

Name of contact person at firm: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.3.3 Name of firm: \_\_\_\_\_

Name of contact person at firm: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.3.4 Name of firm: \_\_\_\_\_

Name of contact person at firm: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.3.5 Name of firm: \_\_\_\_\_

Name of contact person at firm: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)





7.5 Certification

Attach ISO 9000 compliance to this form.





7.7 Subcontractor Data Sheet(s)

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

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

7.7.1 Subcontractor's name, address, contact person and 24-hour phone number:

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact person: \_\_\_\_\_

24-hour phone number: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

7.7.2 Name(s), title(s) and function(s), of the responsible operating officers:

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

7.7.3 Describe, in detail, the function(s) the subcontractor will be performing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Subcontractor Data Sheet, continued)

7.7.4 Describe the subcontractor's experience in performing similar services to those required by this IFB:

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7.7.5 Name of company, address, contact name and telephone number of firm provided as a reference for subcontractor:

Name of company provided as a reference for the subcontractor:

---

Address:

---

---

---

Name of company's management person that the University may contact to verify reference:

---

Phone number of individual listed above: (\_\_\_\_)-\_\_\_\_-\_\_\_\_

Dates under contract: From \_\_\_\_\_ to \_\_\_\_\_

Provide a brief description of services that the subcontractor provided for this company under contract. Emphasize services that are similar to those required by this IFB:

---

---

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

## 8.0 PRICE SHEET AND SUPPORTING DETAIL

8.1 The Bidder must provide the requested price information as it relates to research animal feed, bedding, and enrichment devices as requested by the UMDNJ Vivarium. The Bidder's stated individual percentage discount off list price must remain firm for the entire term of the Contract including the optional extension years. The Bidder's list price to UMDNJ Vivarium shall be increased only once per year. The List Price shall be adjusted on the anniversary date of each Contract year in the amount equal to the percentage it had been increased on the newly submitted most current price list. Bidder's price must include all cost, including those associated with loaner fees, shipping(FOB Point Destination), receiving, delivery, packaging, ice, and surcharges. UMDNJ reserves the right to take advantage of available promotions and to negotiate most advantageous pricing.

The Market Basket represents the most frequently purchased products by the UMDNJ Vivarium. All Market Basket items must be provided by the contracted vendor.

ITEM	UNIT SIZE	CATALOG NUMBER	LIST PRICE	PERCENT DISCOUNT OFF OF CURRENT YEAR'S PRICE LIST
Alfalfa Cubes	50 Lbs Bag			
Alfalfa Hay	Bale			
Alfalfa Hay (Green)				
Alfalfa Hay Cob				
Alfalfa Hay Mini Bale	6-24oz Bag/case			
Alpha Dri Bed O Cob Mix	20 Lbs Bag			
Alpha Dri Bed O Cob Irradiated				
Anderson Auto 1/8	25LBS			
Anderson Autoclavable Bed O Cob				
Anderson Bed O Cob 1/8	25LBS			
Anderson Bed O Cob 1/8	40LBS			
Anderson Bed O Cob 1/8	1.25 C			
Anderson Combo	50 LBS			
Anderson Enrich O Cob				
Aspen Bedding	9 CuFt Bag			
Bed-o-Cobs – ¼ Inch	40 Lbs Bag			
Bed-o-Cobs – 1/8 Inch	40 Lbs Bag			

Beta Chips	2.5 CuFt Bag			
Can-A/D	Case			
Can-Adult	Case			
Can-I/D	Case			
Can-K/D	Case			
Can-Light	Case			
Can-P/D	Case			
Carrots	50 Lbs Bag			
DACB Cage Liners	31" x 23 ½" Sheets			
DACB Cage Liners	24" x 25" Sheets			
DACB Cage Liners	29" x 28" Sheets			
DACB Cage Liners	27 ½" x 26 ½" Sheets			
DACB Cage Liners	15" x 25" Sheets			
Diamond Jumbo Dog Biscuits	40 Lbs Bag			
Diamond Lg Dog Biscuits	40 Lbs Bag			
Enviro Dri	25 Lbs Box			
Fenbendazole, 150 mg/kg (Irradiated)	case of 20kg			
Hills Can K/D	Case			
Hills Dry Adult	60-50lbs bags			
Hills Dry Light	45-50lbs bags			
LabDiet JL Rat & Mouse/Auto 6F 5K52				
Nasco Frog Brittle	5 LB			
Nasco Frog Brittle	50 LB			
Northeastern Beta Chips	40 LB			
Pedigree Canned Dog Food	24-375 gm can/case			
Pelleted Paper Chip				
Pro Lab RMH 3000 (Meal)	50 lbs bags			

Purina Autoclavable Breeder Chow #5001	15 kg Bag			
Purina Autoclavable Breeder Chow #5021	33 lbs bags			
Purina AVP Xenopus Gel #23574				
Purina Cert Lab Diet 5002	15kg			
Purina Certified Guinea Pig 50				
Purina Certified Rabbit High Fiber				
Purina Feline Lab Diet #5003	10 Kg Bag			
Purina Formulab #5008	50 lbs bags			
Purina Guinea Pig Chow #5025	50 Lbs Bag			
Purina Canine Diet 5006				
Purina High Density Canine #5L18	50 Lbs Bag			
Purina Lab Chow #5001	50 LB			
Purina Lab Diet Porcine #5084	50 Lbs Bag			
Purina Lab Porcine Grower # 5084				
Purina Mini Pig Chow #5081	50 Lbs Bag			
Purina Monkey Diet #5038	25 Lbs Bag			
Purina Mouse Breeder Chow #5015	50 Lbs Bag			
Purina Pico Mouse 20 # 5058	25 LB			
Purina Pico Rodent 20 # 5053	25 LB			
Purina Rabbit Hi Fiber #5326	50 Lbs Bag			
Purina Rat Chow # 5012	50 Lbs Bag			
Purina Rodent Lab Diet #5001	50 Lbs Bag			
Purina Rodent Lab Diet #5001 w/150ppm Fenbendazole	12.5 Kg Boxes			
Purina Rodent Lab Diet Autoclavable #5010	50 Lbs Bag			
Purina Rumilab Chow #5508	50 Lbs Bag			
TechBoard (26 1/2 x 32)				
Timothy Hay Cob	Bale			



Timothy Hay Mini Bale	6-24oz Bag/case			
TRW Shipping Container Kit	Kit			
Whiskas Canned Cat Food	24-6oz can/case			

8.2 ADDITIONAL PRODUCT PRICING

- 8.A A full description and unit size of the bidder’s complete list of research animal feed, bedding and enrichment products organized by brand and category.
- 8.B The List Price for every Price Line item in 8.A
- 8.C The firm and fixed percent discount off of the bidder’s current pricing including but not limited to shipping and handling, as well as packaging and ice where applicable.

The Bidder’s stated individual percentage discount off list price must remain firm for the entire term of the Contract including the optional extension years. The Bidder’s list price to UMDNJ Vivarium shall be increased only once per year. The List Price shall be adjusted on the anniversary date of each Contract year in the amount equal to the percentage it had been increased on the newly submitted most current price list. Bidder’s price must include all cost, including those associated with loaner fees, shipping(FOB Point Destination), receiving, delivery, packaging, ice, and surcharges. UMDNJ reserves the right to take advantage of available promotions and to negotiate most advantageous pricing.

The bidder must provide a customized UMDNJ Price List for every year of the contract.

ITEM DESCRIPTION, UNIT SIZE (8.A)	LIST PRICE (8.B)	PERCENT DISCOUNT OFF OF CURRENT YEAR’S PRICE LIST* (8.C)
Category: ANIMAL FEED		
Brand:		
Brand:		
Etc.		
Category: ANIMAL BEDDING		
Brand:		
Brand:		
Etc.		
Category: ANIMAL ENRICHMENT		
Brand:		
Brand:		
Etc.		

\*The Contractor must provide updated e-catalogs and/or price lists to the UMDNJ Vivarium. The Bidder’s stated individual percentage discount off list price must remain firm for the entire term of the

Contract including the optional extension years. UMDNJ reserves the right to take advantage of available promotions and advantageous pricing.

## **9.0 REQUIRED FORMS**

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

- Ownership Disclosure Form
- Business Registration Certificate (BRC)

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

- Affirmative Action Employee Contract or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program
- Business Associate Agreement (If Applicable)
- Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form
- 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 addition 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 o 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

## **AFFIRMATIVE ACTION DOCUMENTATION**

Dear Vendor:

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

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

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

Sincerely,

Purchasing Services

**SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM**  
**DIVERSITY VENDOR POLICY/REQUIREMENTS**

I. **PURPOSE**

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

II. **DEFINITIONS**

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

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

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

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

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

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

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

### III. IMPLEMENTING DOCUMENT

#### A. Requirements:

##### 1. General Guidelines:

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

##### 2. UMDNJ Vendor Diversity Program Goals and Targets:

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

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

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

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

### **3. Program Requirements**

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

#### 4. New Reporting Requirement

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

## **5. Important Process Change**

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

### 6. Other UMDNJ Policies and Procedures:

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

### B. Responsibilities

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

Revised 1/23/04  
8/23/05





# Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between The University of Medicine and Dentistry of New Jersey - [Name of School/Department/Unit] (“UMDNJ”), a body corporate and politic of the State of New Jersey having its principal administrative offices at 65 Bergen Street, Newark, New Jersey 07107 (hereinafter referred to as “Covered Entity”) and [Name and Address of Contracting Party] (hereinafter referred to as “Business Associate”) (the “Covered Entity” and “Business Associate” hereinafter collectively referred to as the “Parties”). Any conflict between the terms of this BAA and the Underlying Agreement between the Parties shall be governed by the terms of this BAA.

WHEREAS, in connection with the Underlying Agreement the Business Associate provides services to Covered Entity and Covered Entity discloses to Business Associate certain Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) (the “HITECH Act”), and regulations promulgated by the U.S. Department of Health and Human Services (the “HHS”) (hereinafter the “HIPAA Regulations” and the “HITECH Regulations,” respectively) and/or applicable state and/or local laws and regulations; and

WHEREAS, for good and lawful consideration and with acknowledgment of the mutual promises, set forth in the Underlying Agreement and herein, the Parties, intending to be legally bound, hereby agree as follows:

## I. Definitions<sup>1</sup>

A. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information (“PHI”) which compromises the security or privacy of such information in violation of HIPAA, the HITECH Act, the HIPAA Regulations, and/or the HITECH Regulations, except where a good faith belief exists that unauthorized persons to whom such information is disclosed would not reasonably have been able to retain such information. The term “**Breach**” does not include:

1. Any unintentional acquisition, access, or use of PHI by an employee or person acting under the authority of a Covered Entity or Business Associate if:
  - a. Such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such

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<sup>1</sup> An expanded definition of the following terms as well as the definition of other relevant terms are available on UMDNJ’s website at <http://www.umdnj.edu/purchweb/vendors/index.htm>. Terms used in this Business Associate Agreement but not otherwise defined shall have the meaning ascribed to those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA and/or the HITECH Act. See 45 C.F.R. 160.103, 164.402 and 164.501.

employee or person, respectively, with the Covered Entity or Business Associate;  
and

b. Does not result in further unauthorized use or disclosure; or

2. Any inadvertent disclosure by a person who is otherwise authorized to access PHI at a Covered Entity or Business Associate to another, similarly authorized person at the same Covered Entity, Business Associate or organized health care arrangement in which the Covered Entity participates and such information received as a result of such disclosure is not further used or disclosed in an impermissible manner.

**B. Business Associate** means a service provider that receives PHI from, or creates or maintains PHI on behalf of, a Covered Entity including, but not limited to, claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefits management, practice management, repricing, transcription, legal, actuarial, accounting, consulting, data aggregation, administrative, accreditation or financial services, and vendors that offer personal health records to patients as part of a Covered Entity's electronic health record, where the service or function involves the use or disclosure of individually identifiable health information from the Covered Entity or from another Business Associate of the Covered Entity. A Business Associate excludes, among others, employees of Covered Entities.

**C. Covered Entities** include (i) health care providers that transmit patient health information electronically in connection with a covered transaction, (ii) health plans (including employer-sponsored employee welfare benefit plans and self-insured employer-offered health plans), and (iii) health care clearinghouses.

**D. Data Aggregation** means, with respect to PHI created or received by a Business Associate, the combining of PHI received by a Business Associate in its capacity as a Business Associate for more than one Covered Entity to permit data analyses that relate to the health care operations of the respective Covered Entities.

**E. Designated Record Set** means any grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity that is (i) medical records and billing records about individuals, and/or (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, used, in whole or in part, by or for the Covered Entity, to make decisions about individuals.

**F. Electronic Protected Health Information ("Electronic PHI")** means PHI that is transmitted by or maintained in electronic media.

**G. Individual** means the person who is the subject of PHI and includes a person who qualifies as a personal representative (45 C.F.R. 164.502(g)).

H. **Protected Health Information (“PHI”)** means physical and/or mental health and demographic information collected from an individual and created or received by a Covered Entity and/or Business Associate that identifies or could reasonably identify an individual (*i.e.*, is “individually identifiable”) and is held or transmitted in any form including electronic media. PHI excludes educational records and employment records held by a Covered Entity as an employer (45 C.F.R. 164.501).

I. **Required By Law** means that Covered Entities may use and disclose PHI without individual authorization as required by law (including by statute, regulation, or court orders) in accordance with the requirements in 45 C.F.R. 164.512(c), (e) or (f).

J. **Unsecured PHI** means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of HHS.

II. **Permitted Uses and Disclosures of PHI by Business Associate**

A. **Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such uses and/or further disclosures (i) do not violate the requirements of HIPAA’s Business Associate contract standard at 45 C.F.R. 164.504(e)(1) and/or the HITECH Act, if done by the Covered Entity, (ii) are the minimum necessary PHI to accomplish the intended purpose, or (iii) are Required By Law.**

B. **Except as otherwise limited in this BAA, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate, provided, however, that any such uses or disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.**

C. **Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity (42 C.F.R. 164.504(e)(2)(i)(B)).**

D. **Business Associate may use PHI to report violations of law to appropriate federal and state authorities as permitted under HIPAA and/or other federal and state laws. (45 C.F.R. 164.502(j)(1)).**

III. **Duties and Obligations of Business Associate Related to PHI**

A. **Business Associate shall not use or disclose PHI other than as permitted or required by the Underlying Agreement, this BAA, and/or as Required By Law. Business**

Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this BAA.

**B. Business Associate shall use and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and/or Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.**

**C. Business Associate shall notify, in writing, the Covered Entity when the Business Associate discovers a Breach of Unsecured PHI. A Breach is deemed to have been discovered by a Business Associate as of the first day on which Business Associate (by its employee, officer, or other agent) knows or would have known of such Breach by exercising reasonable diligence. Business Associate's notification to Covered Entity (i.e., UMDNJ) shall:**

**1. Be made to the Covered Entity without unreasonable delay and in no event later than ten (10) days following the discovery of a breach, except in the case of a Business Associate that is an agent of the Covered Entity, in which case the Business Associate must provide the Covered Entity with immediate notification of the breach, except where law enforcement officials determine that a notification would impede a criminal investigation or cause damage to national security. Unless the language in the underlying agreement between the parties indicates that a Business Associate is an independent contractor, then the Business Associate shall be considered an agent of UMDNJ for purposes of breach notification.**

**2. To the extent possible, provide the identity of each Individual whose Unsecured PHI was, or is reasonably believed to have been, Breached, and any other information that the Covered Entity is required to include in the notice to affected Individuals under 45 C.F.R. 164.404(c), either at the time of notice of Breach to the Covered Entity or as promptly thereafter as information becomes available. Include information in substantially the same form as the "Notification To the Covered Entity About A Breach of Unsecured Protected Health Information" available to Business Associates at UMDNJ's website at [http://www.umdj.edu/hipaaweb/BN/NOTICATION\\_TO\\_THE\\_COVERED\\_ENTITY.pdf](http://www.umdj.edu/hipaaweb/BN/NOTICATION_TO_THE_COVERED_ENTITY.pdf).**

**D. Business Associate is subject to the same legal requirements to cure, terminate or report violations to the Secretary of HHS under the same duty and in the same manner as Covered Entity.**

**E. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it resulting from an unauthorized use or disclosure of PHI or Breach of Unsecured PHI.**

**F. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI (i) received from, or (ii) created or received by Business Associate on**

behalf of, a Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI.

**G. Business Associate (i) shall provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI and, (ii) to the extent applicable, shall provide access for inspection and copying of PHI in a Designated Record Set at reasonable times at the request of Covered Entity or, as directed by Covered Entity, to an Individual (45 C.F.R. 164.524). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act. (42 U.S.C. §17935(e)).**

**H. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.**

**I. Business Associate agrees to use, disclose and request (i) only the minimum necessary PHI, as defined by law, and (ii) to the extent practicable, only the limited data set of PHI excluding direct identifiers, as defined in 45 C.F.R. 164.514(e)(2).**

**J. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI (45 C.F.R. 164.528). Should a Covered Entity or an Individual request an accounting of disclosures of PHI pursuant to 45 C.F.R. 164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond no later than sixty (60) days after receipt of such request, subject to specific statutory exceptions.**

**K. Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity at the request of Covered Entity, or the Secretary of HHS, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and/or the HITECH Act in the time, manner and place designated by the Covered Entity and/or the Secretary.**

**L. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, no later than sixty (60) days after receipt of such request from a Covered Entity or Individual.**

**M. Business Associate agrees to abide by the limitations on marketing communications to Individuals regarding the purchase and use of products or services set forth in the HITECH Act and the HITECH Regulations.**

**N. Business Associate agrees and acknowledges that the administrative rules governing, and the civil and criminal penalties for violating, HIPAA, the HITECH Act, the HIPAA Regulations and the HITECH Regulations, apply to it in the same manner as they**

apply to Covered Entity, as more fully set forth at UMDNJ's website at <http://www.umdnj.edu/complweb/policies/index.htm>.

#### IV. Term and Termination

**A. Term.** The term of this BAA shall be effective as of the effective date of the Underlying Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section IV.

**B. Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this BAA and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this BAA and/or the Underlying Agreement if Business Associate has breached a material term of this BAA and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of HHS.

#### **C. Effect of Termination.**

1. (a) Except as provided in paragraph C.2 of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

(b) Except as provided in paragraph C.2 of this Section, if Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, either due to the termination of this BAA or otherwise, Business Associate shall certify, in writing, to Covered Entity that the PHI has been destroyed and rendered indecipherable, pursuant to HIPAA and the HITECH Act. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible within thirty (30) calendar days of such request. In such case, Business Associate shall extend the protections of this BAA to

such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. This provision also shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

3. Should the Business Associate make a disclosure of PHI in violation of this BAA, Covered Entity shall have the right to immediately terminate any contract, other than this BAA, then in force between the Parties, including the Underlying Agreement.

4. The provisions of this Section IV.C. shall survive the termination of this BAA and the Underlying Agreement for any reason.

V. Remedies In Event of Breach

A. Business Associate agrees and acknowledges that irreparable harm will result to Covered Entity, and to its business, in the event of breach by Business Associate of any covenants, duties, obligations and assurances in this BAA and further agrees that remedy at law for any such breach shall be inadequate and that damages resulting therefrom are not susceptible to being measured in monetary terms. In the event of any such breach or threatened breach by Business Associate, Covered Entity shall be entitled to (i) immediately enjoin and restrain Business Associate from any continuing violations and (ii) reimbursement for reasonable attorneys' fees, costs and expenses incurred as a proximate result of the breach. The remedies in this Section V shall be in addition to any action for damages and/or other remedy available to Covered Entity for such breach.

B. Business Associate shall indemnify and hold Covered Entity, its directors, officers, employees and agents harmless from any and all liabilities, damages, reasonable attorneys' fees, costs and expenses incurred by Covered Entity as a result of a breach of this BAA caused by Business Associate's actions or inactions and/or those of its employees and agents.

C. Business Associate agrees and acknowledges that the provisions of this BAA shall be strictly construed.

VI. Miscellaneous

A. Independent Contractor. None of the provisions of this BAA and/or the Underlying Agreement are intended to create nor shall be deemed or construed to have created any relationship between the Parties other than that of independent entities contracting with each other unless otherwise explicitly stated in this BAA or the Underlying Agreement.

B. Detrimental Reliance By Covered Entity. Business Associate agrees and acknowledges that its covenants, duties, obligations and assurances herein shall be detrimentally relied upon by Covered Entity in choosing to commence or continue a



business relationship with Business Associate. Covered Entity shall not be liable to Business Associate for any claim, loss, or damage relating to Business Associate's use or disclosure of any information received from Covered Entity or from any other source.

**C. Regulatory References.** Any reference herein to law means the law as in effect or as amended.

**D. Construction.** The BAA shall be construed broadly and any ambiguity shall be resolved in favor of a meaning that complies and is consistent with applicable law.

**E. Severability.** In the event that any provision of this BAA violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

**F. Authority.** The signatories below have the right and authority to execute this BAA for their respective entities and no further approvals are necessary to create a binding agreement.

**G. Covered Entity's Notices To Business Associate.** Covered Entity's Notices to Business Associate are available on UMDNJ's website at [http://www.umdj.edu/hipaaweb/privacy/privacy\\_NPPUMDNJ03.htm](http://www.umdj.edu/hipaaweb/privacy/privacy_NPPUMDNJ03.htm). Such Notices include, but are not limited to, (i) any limitations in the Covered Entity's Notices of Privacy Practices that may affect the Business Associate, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (iii) any restriction in the use or disclosure of PHI that Covered Entity has agreed to.

**H. Compliance With State Law.** Business Associate agrees and acknowledges that as the holder of individually identifiable health information it is subject to New Jersey law. In the event of any conflict between federal health care laws and New Jersey law, the Business Associate shall comply with the more restrictive provision.

**I. Conflict Among Contracts.** Should there be conflict between the terms of this BAA and any other contract between the Parties (either previous or subsequent to the date of this BAA), the terms of this BAA shall control unless the Parties, in a subsequent writing, specifically otherwise provide.

**J. Modification.** This BAA may only be modified by a writing signed by the Parties. The Parties agree to take such action subsequent to this BAA as necessary to amend the BAA from time to time as necessary for the Parties to comply with the requirements of any applicable law.

**K. Notices to Parties.** Any notice required under this BAA to be given shall be made in writing to:

To The Covered Entity:

To The Business Associate:

**School/Unit/Department:**

**Name/Title:** \_\_\_\_\_

**Address:**

**Address:**

**Telephone:**

**Telephone:**

**E-Mail:**

**E-Mail:**

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

**By: UNIVERSITY OF MEDICINE  
AND DENTISTRY OF NEW JERSEY  
[COVERED ENTITY]**

**By: [BUSINESS ASSOCIATE]**

Approved:

Approved:

Title:

Title:

Date:

Date:

*Version 1  
2009-2010*

## EXHIBIT A

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

#### **Section A: Terms and Conditions Governing All Contracts**

##### 1.0 REFERENCE TO LAWS

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

##### 1.1 Compliance – Laws

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

##### 1.2 Compliance – State Laws

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

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

##### 1.3 Compliance – Codes

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

##### 1.4 Compliance Obligations

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

Contractor has received a copy of UMDNJ's Code of Conduct and UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures. UMDNJ's Code of Conduct is available at <http://www.umdny.edu/complweb/code/conduct.pdf>. UMDNJ's Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:

[http://www.umdnj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_05.pdf](http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf); [http://www.umdnj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_10.pdf](http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf); and, [http://www.umdnj.edu/oppmweb/university\\_policies/ethics\\_compliance/PDF/00-01-15-60\\_15.pdf](http://www.umdnj.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf).

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

### 1.5 Anti-Discrimination

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

### 1.6 The Worker and Community Right to Know Act

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

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

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

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

### 1.8 Corporate Authority

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

### 1.9 Prevailing Wage Act

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

### 1.10 Ownership Disclosure

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

## 2.0 PRECEDENCE OF STANDARD TERMS AND CONDITIONS

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

## 3.0 INDEPENDENT STATUS OF CONTRACTOR

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

### 3.1 Subcontracting or Assignment

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

### 3.2 Mergers and Acquisitions

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

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

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

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

be made until all parties to the dissolved partnership or corporation submit the required documents to the Vice President of Supply Chain Management.

#### 4.0 LIABILITIES

##### 4.1 Liability – Copyright

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

##### 4.2 Indemnification

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

##### 4.3 Insurance

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

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

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

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

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

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

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

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

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

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

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

**- Liability Insurance MUST remain in effect for the duration of the Contract, including any extensions, and for ninety (90) days following termination of all work.**

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

## 5.0 CONTRACT TERMS

### 5.1 Termination of Contract

#### 5.1.1 Change of Circumstances

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

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

#### 5.1.2 For Cause

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

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

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

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

## 5.2 Warranty of Title

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

## 5.3 Title and Risk of Loss

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

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

## 5.4 Increased or Decreased Quantity

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

## 5.5 Tax Exempt Status

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

## 5.6 Payment Terms

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

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

### 5.6.1 Availability of Funds

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



## 5.7 Discounts

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

## 5.8 Performance Security

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

Acceptable forms of performance security are as follows:

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

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

## 5.9 Performance Guarantee of Contractor

The Contractor hereby certifies that:

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

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

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

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

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

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

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

#### 5.10 Delivery Guarantees

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

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

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

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

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

#### 5.11 Maintenance of Records

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

#### 5.12 Auditing

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

#### 5.13 Contractor Reporting

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

#### 5.14 Computation of Time

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

#### 5.15 Warranty of Supplies

5.15.1 Notwithstanding inspection and acceptance by the UMDNJ of supplies under the

contract or any provision of this contract concerning the conclusiveness of any provision of this contract that at time of delivery:

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

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

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

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

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

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

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

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

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

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

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

5.15.9 Failure to agree upon any determination to be made under this clause shall be a

dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

#### 5.16 Material and Workmanship

Unless otherwise specifically provided in this contract, all equipment, material, and articles covered by this contract are to be new and of the most suitable grade for the purpose intended.

The Contractor shall number all other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment, which the Contractor contemplates incorporating in the work. When required by this contract or when called for by UMDNJ, the Contractor shall furnish for approval by UMDNJ full information concerning the material or articles (including, but not limited to, items such as Material Safety Data (MSD) sheets), which the Contractor contemplates incorporating in the work. No materials will be accepted unless MSD's have been provided and the containers are labeled according to OSHA 29CFR 1910, 1200 and the New Jersey Right to Know Law.

When so directed, samples shall be submitted for approval, and this shall be done at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

#### 5.17 Inspection and Tests

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

#### 5.18 Price Fluctuation During Contract

Unless otherwise noted by UMDNJ, all prices quoted shall be firm through issuance of a contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or Contractor's price decreases during the contract period, UMDNJ shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Vice President of Supply Chain Management must be notified in writing of any price reduction within five (5) days of the effective date.

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

#### 5.19 Delivery Costs

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

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

### 6.0 STANDARDS PROHIBITING CONFLICTS OF INTEREST

No bidder or contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any UMDNJ officer or

employee as defined by N.J.S.A. 52:13D-13b. with which such bidder or contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13013i., of any such UMDNJ officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:130-13g.

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

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

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

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

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

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

Name of Firm:

\_\_\_\_\_

Accepted by:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Date:

\_\_\_\_\_